



**Agenda for the Regular Meeting of Board of Commissioners
Monday, February 24, 2020 - 7:00 pm
Brentwood City Hall**

Call to Order by Mayor
Roll Call
Invocation by Commissioner Andrews
Pledge of Allegiance to the Flag by Commissioner Dunn

Approval or Correction of Minutes

February 10, 2020

Comments from Citizens – *Individuals may comment on any item included in the Consent/Regular agenda or on any other matter regarding the City of Brentwood. All comments should be directed to the Board of Commissioners. Citizens who wish to request that an item be moved from the Consent Agenda to the Regular Agenda for discussion should make that known to the Board at this time.*

Report from City Manager
Report from the City Attorney
Reports and comments by Commissioners and Mayor

Note: All matters listed under the Consent Agenda are considered to be routine and will generally be enacted by one motion. Except for any items that are removed from the Consent Agenda, there will be no separate discussion of these items at this time.

Consent Agenda

1. Resolution 2020-15 - A RESOLUTION AUTHORIZING THE DONATION OR SALE AND DISPOSAL OF SURPLUS PROPERTY HELD BY THE CITY, for adoption
2. Resolution 2020-16 - A RESOLUTION ACCEPTING CERTAIN NEWLY COMPLETED STREETS WITHIN THE CITY LIMITS AS PUBLIC STREETS, for adoption

3. Resolution 2020-17 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH DYNETICS SERVICES FOR A CYBER SECURITY ASSESSMENT, for adoption
4. Resolution 2020-18 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH CONVERGINT TECHNOLOGIES FOR AN ACCESS CONTROL SYSTEM, for adoption
5. Approval to donate surplus video equipment to the Brentwood High School

Old Business

1. Other old business

New Business

1. Ordinance 2020-02 - AN ORDINANCE OF THE CITY OF BRENTWOOD, TENNESSEE TO AUTHORIZE THE ACQUISITION OF 52 (+/-) ACRES LOCATED ON OLD SMYRNA ROAD THROUGH APPROVAL OF A CONTRACT FOR SALE OF REAL ESTATE AMONG SENSING ENTERPRISES (“SELLER”), THE CONSERVATION FUND (“PURCHASER”), AND THE CITY, AND BY ACCEPTANCE OF ASSIGNMENT OF THE CONSERVATION FUND’S OBLIGATIONS AS PURCHASER UNDER SAID AGREEMENT, for consideration on first reading
2. Other new business
 - a. Notice of future appointments of three (3) members to the Park Board (for information only)
 - b. Notice of future appointment of one (1) representative to the Williamson County Board of Equalization (for information only)



Kirk Bednar
City Manager

Anyone requesting accommodations due to disabilities should contact Mike Worsham, A.D.A. Coordinator, at 371-0060, before the meeting.

Brentwood City Commission Agenda

Meeting Date: 02/24/2020

Approval or correction of minutes from Regular Scheduled Commission meeting

Submitted by: Holly Earls, Administration

Department: Administration

Information

Subject

Approval or correction of minutes from the February 10, 2020 meeting

Background

Staff Recommendation

Fiscal Impact

Attachments

Draft Minutes

DRAFT

MINUTES OF REGULAR MEETING OF BOARD OF COMMISSIONERS

BRENTWOOD, TENNESSEE

The Brentwood Board of Commissioners met in regular session on Monday, February 10, 2020 at 7:00 pm at Brentwood City Hall.

Present: Mayor Rhea Little; Vice Mayor Ken Travis; Commissioner Nelson Andrews; Commissioner Anne Dunn; Commissioner Mark Gorman; Commissioner Susannah Macmillan; Commissioner Regina Smithson

Staff Present: City Manager Kirk Bednar; Assistant City Manager Jay Evans; City Attorney Kristen Corn

Vice Mayor Travis led the Invocation. The Pledge of Allegiance was led by Scouts Pack 6.

Approval or Correction of Minutes

January 27, 2020

Moved by Commissioner Mark Gorman for approval of the minutes as written, seconded by Commissioner Susannah Macmillan

Vote: 7 - 0 Approved - Unanimously

Consent Agenda

Resolution 2020-08 - A RESOLUTION AUTHORIZING THE ACQUISITION OF RIGHT-OF-WAY AND EASEMENTS FOR FIBER EXTENSION AT THE NEW POLICE DEPARTMENT HEADQUARTERS LOCATED AT 910 HERITAGE WAY, for adoption

Resolution 2020-09 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH SULLIVAN ENGINEERING FOR DESIGN SERVICES RELATED TO THE WITHERSPOON/RAINTREE FOREST TRAIL CONNECTOR, for adoption

Resolution 2020-10 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH PROSHOT CONCRETE, INC. FOR STORM WATER PIPE REPAIRS, for adoption

Resolution 2020-11 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH JDHQ HOTELS LLC D/B/A EMBASSY SUITES BY HILTON COOL SPRINGS FOR 2020 ANNUAL EMPLOYEE RECOGNITION DINNER, for adoption

Resolution 2020-13 - A RESOLUTION AUTHORIZING THE INSTALLATION OF SPEED HUMPS ON EASTWOOD DRIVE IN THE RESERVE AT RAINTREE FOREST SUBDIVISION, for adoption

Moved by Commissioner Regina Smithson for approval of the items on the Consent Agenda, seconded by Commissioner Nelson Andrews

Vote: 7 - 0 Approved - Unanimously

New Business

Ordinance 2020-01 - AN ORDINANCE REZONING PROPERTY LOCATED AT 9520 SPLIT LOG ROAD FROM R-2 (SUBURBAN RESIDENTIAL) TO OSRD (Open Space Residential Development), for consideration on first reading

Moved by Vice Mayor Ken Travis to defer Ordinance 2020-01 to the March 9, 2020 meeting, seconded by Commissioner Nelson Andrews

Vote: 7 - 0 Approved - Unanimously

Resolution 2020-12 - A RESOLUTION ADOPTING THE UAS PROGRAM INTERDEPARTMENTAL ASSISTANCE POLICY, for adoption

Moved by Commissioner Regina Smithson for approval, seconded by Commissioner Susannah Macmillan

Vote: 7 - 0 Approved - Unanimously

Resolution 2020-14 - A RESOLUTION AUTHORIZING THE ACQUISITION OF LAND AND EASEMENTS FOR THE BRENTWOOD PUMP STATION STORAGE FACILITY PROJECT, for adoption

Moved by Commissioner Nelson Andrews for approval, seconded by Commissioner Anne Dunn

Moved by Commissioner Mark Gorman to amend the Resolution to remove condemnation as an option, seconded by Commissioner Susannah Macmillan

Vote: 2 - 5 Rejected

Nays: Mayor Rhea Little

Vice Mayor Ken Travis

Commissioner Nelson Andrews

Commissioner Anne Dunn

Commissioner Regina Smithson

The main motion was approved unanimously.

Vote: 7 - 0 Approved - Unanimously

Appointment of four (4) members to the Historic Commission


Anne Goad, Sherry Hammond, Ashley McNulty and Tara Volpintesta were appointed to serve a three (3) year term expiring on February 28, 2023.

Appointment of four (4) members to the Tree Board

Dane Andersen, Brian Evans, Robbie Hayes and Lynn Tucker were appointed to serve a two (2) year term expiring on February 28, 2022.

With no further business, the meeting adjourned at 8:01 pm.

APPROVED _____

A handwritten signature in dark ink, appearing to read "Holly Earls", written over a horizontal line.

Holly Earls, City Recorder

Brentwood City Commission Agenda

Meeting Date: 02/24/2020

Res 2020-15 - Authorization for the Sale and Disposal of Surplus Vehicles and Equipment

Submitted by: David Gossett, Police

Department: Police

Information

Subject

Resolution 2020-15 - City Commission authorization for the disposal of surplus city vehicles and equipment either by sale or donation as specified herein.

Background

The Police Department purchased 13 new vehicles this fiscal year from the Vehicle Replacement Fund that will replace 12 older vehicles and one wrecked vehicle in the Police fleet. Thus, staff is requesting authorization to surplus those 13 vehicles as specified below.

Staff requests authorization to auction the following eleven (11) Dodge Charger sedans on GovDeals.

Unit #164 2011 Dodge Charger 2B3CL1CG6BH550662 (wrecked)
Unit #154 2010 Dodge Charger 2B3AA4CV5AH166433
Unit #160 2011 Dodge Charger 2B3CL1CG4BH550658
Unit #162 2011 Dodge Charger 2B3CL1CG2BH550660
Unit #183 2012 Dodge Charger 2C3CDXAG8CH226524
Unit #184 2012 Dodge Charger 2C3CDXAGXCH226525
Unit #186 2012 Dodge Charger 2C3CDXAG3CH226527
Unit #187 2012 Dodge Charger 2C3CDXAG7CH226529
Unit #189 2012 Dodge Charger 2C3CDXAG3CH226530
Unit #130 2013 Dodge Charger 2C3CDXAG3DH677085
Unit #134 2013 Dodge Charger 2C3CDXAG0DH677089

Additionally, staff requests authorization to donate the following two Dodge Charger sedans with radar equipment as specified. Note: Radar equipment has been replaced with newer equipment for the Department's use, so the older equipment is ready for surplus.

Unit #185 2012 Dodge Charger 2C3CDXAG1CH225526 with Stalker Dual Pro Radar unit to the Elkton Police Department.

Unit #188 2012 Dodge Charger 2C3CDXAG5CH226528 with three Stalker Dual Pro Radar units to the Alexandria Police Department.

Letters of request from each agency have been attached. All other police-related equipment and graphics have been removed.

The Parks Department is seeking authorization to surplus one vehicle from their department through auction on GovDeals. The vehicle description is as follows:

Unit #608 2004 Chevrolet Silverado 2500 HD 3/4 ton Truck

Public Works is seeking authorization to surplus one vehicle and equipment specified below through auction on GovDeals. The vehicle and equipment description follows:

2007 Chevrolet C3500 truck
one Salt Dog 8' Salt Spreader
one Swenson 8' Salt Spreader
one Swenson RTJ Tailgate Salt Spreader
one 7.5' Western Ultramount Snow Plow

The Water Services Department is seeking authorization to surplus one vehicle and other equipment specified below. Descriptions are as follows:

2019 Ford F550 (destroyed by fire; subrogated to Public Entity Partners)
4,000 3/4" and 1" Brass Meters (to be sold via GovDeals)
30 2" Brass Meters and Registers (to be sold via GovDeals)

Staff Recommendation

Staff recommends approval to surplus these vehicles and equipment as specified herein.

Fiscal Impact

Amount :

Source of Funds:

Account Number:

Fiscal Impact:

Proceeds from the sale of the surplus vehicles and equipment will be returned to the Fund from which the items were bought (Equipment Replacement, General, or Water and Sewer Funds).

Attachments

Resolution 2020-15
Attachment A
Alexandria Request

RESOLUTION 2020-15

**A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE TO AUTHORIZE
THE DONATION OR SALE AND DISPOSAL OF CERTAIN SURPLUS PROPERTY
HELD BY THE CITY OF BRENTWOOD**

WHEREAS, various departments of the City of Brentwood are in possession of certain property which is no longer necessary to the City's operations; and

WHEREAS, it is appropriate that the Board of Commissioners should authorize the donation or sale and disposal of such property.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF BRENTWOOD, TENNESSEE, AS FOLLOWS:

SECTION 1. That the property identified in Attachment A, which is attached hereto and made a part of this resolution by reference, is hereby declared to be surplus property of the City and the donation or sale and disposal thereof is hereby authorized.

SECTION 2. That the City Manager or his designees are hereby authorized to take such steps as may be necessary and appropriate to sell and dispose of the property identified on Attachment A.

SECTION 3. That this resolution shall take effect from and after its passage, the general welfare of the City of Brentwood, Williamson County, Tennessee requiring it.

MAYOR Rhea E. Little, III

ADOPTED: _____

Approved as to form:

RECORDER Holly Earls

CITY ATTORNEY Kristen L. Corn

Attachment A

Auction:

Eleven (11) Dodge Charger sedans from the Police Department

1. Unit #164 2011 Dodge Charger 2B3CL1CG6BH550662 (wrecked)
2. Unit #154 2010 Dodge Charger 2B3AA4CV5AH166433
3. Unit #160 2011 Dodge Charger 2B3CL1CG4BH550658
4. Unit #162 2011 Dodge Charger 2B3CL1CG2BH550660
5. Unit #183 2012 Dodge Charger 2C3CDXAG8CH226524
6. Unit #184 2012 Dodge Charger 2C3CDXAGXCH226525
7. Unit #186 2012 Dodge Charger 2C3CDXAG3CH226527
8. Unit #187 2012 Dodge Charger 2C3CDXAG7CH226529
9. Unit #189 2012 Dodge Charger 2C3CDXAG3CH226530
10. Unit #130 2013 Dodge Charger 2C3CDXAG3DH677085
11. Unit #134 2013 Dodge Charger 2C3CDXAG0DH677089

One (1) Vehicle from the Parks Department

1. Unit #608 2004 Chevrolet Silverado 2500 HD 3/4 ton Truck

One (1) Vehicle and Equipment from the Public Works Department

1. 2007 Chevrolet C3500 truck
2. Salt Dog 8' Salt Spreader
3. Swenson 8' Salt Spreader
4. Swenson RTJ Tailgate Salt Spreader
5. 7.5' Western Ultramount Snowplow

One (1) Vehicle and Equipment from the Water Department

1. 2019 Ford F550
2. Four thousand (4,000) 3/4" and 1" Brass Meters
3. Thirty (30) 2" Brass Meters and Registers

Donate:

Two (2) Dodge Charger sedans with radar equipment from the Police Department

1. Unit #185 2012 Dodge Charger 2C3CDXAG1CH225526 with Stalker Dual Pro Radar unit to the Elkton Police Department
2. Unit #188 2012 Dodge Charger 2C3CDXAG5CH226528 with three Stalker Dual Pro Radar units to the Alexandria Police Department



#188

Alexandria Police Department

102 High Street, Alexandria, Tennessee 37012

Chris Russell – Chief of Police

Office (615) 529-2700

Fax (615) 529-4345

January 3, 2020

Mr. Jeff Hughes

Chief of Police

Brentwood Police Department

5211 Maryland Way

Brentwood, TN 37027

Chief Hughes,

As a small rural police department in DeKalb County , Tennessee , we lack adequate funding to provide all officers with dependable patrol vehicles and equipment to serve our community. I would like to request to be considered for any patrol vehicles and /or radar equipment that has been taken out of service, of which may be available by your agency for donation or department to department transfer. Anything you may be able to provide would be greatly appreciated. You may contact me at 615-529-2700 ext. 204 or crussell405@yahoo.com .

Respectfully,

A handwritten signature in blue ink, appearing to read "C. Russell", written over a horizontal line.

Chris Russell

Chief of Police

#185



ELKTON POLICE DEPARTMENT
168 MAIN STREET
ELKTON, TENNESSEE 38455
PHONE: 931-468-2506, FAX 931-468-2993

May 9, 2019

Hello,

My name is Officer Josh Davis; I'm with the City of Elkton, TN Police Department. We have been reaching out to some of the larger departments in the area to see if anyone is interested in liquidating some of their old fleet cars. Being such a small department with a low budget, we are not currently able to afford to purchase new patrol cars right now to replace those in our fleet, the newest of which having been on the road for 10 years now with over 200,000 miles on it. We have been trying to reach out and inquire about the possibility of acquiring used vehicles for the time being until the opportunity arises for fleet replacement.

Please contact Chief Isaac Braden or myself for any pricing of patrol units or any assistance you would be willing to provide.

Thank you,

Isaac Braden, EPD
Chief
Elkton Police Department
P.O. Box 157 Main Street
Elkton, TN 38455

Fax: (931) 468-2993
Cell: (931) 347-7054

Joshua Davis, EPD
Patrol Officer
Elkton Police Department
P.O. Box 157 Main Street
Elkton, TN 38455

Cell: (931) 309-7143

Brentwood City Commission Agenda

Meeting Date: 02/24/2020

Resolution 2020-16 - Authorizing Acceptance of Certain Newly Completed Streets as Public Streets of the City of Brentwood

Submitted by: Mike Harris, Engineering

Department: Engineering

Information

Subject

Resolution 2020-16 - Acceptance of Certain Newly Completed Streets as Public Streets of the City of Brentwood

Background

Staff requests consideration and approval of the accompanying resolution authorizing acceptance of 23 streets (or sections of streets) per Section 58-12 of the Brentwood Municipal Code. The streets are listed on "Attachment A" to the resolution and are located within the Taramore, Owl Creek, Belle Terra and Tuscany Hills subdivisions.

The street acceptance policy is shown below. The proposed streets have been constructed and inspected for compliance with the requirements of the Brentwood Subdivision Regulations. Final inspections of all improvements have been completed by the Engineering Department staff.

Sec. 58-12. Street acceptance policy.

(a) No street within the city shall be considered as having been accepted by the city as a public street unless:

(1) It has been constructed by the city or under contract with the city and construction is substantially complete; or

(2) The street has been constructed in compliance with the city's subdivision regulations and a resolution accepting the street has been passed by the board of commissioners.

(b) No street within the city shall be accepted or opened as or shall have otherwise received the legal status of a public street without prior inspection and approval by the city engineer.

(c) The owner of any subdivision or his agent shall pay to the city an inspection fee for each linear foot on all streets in any subdivision, in compliance with the current subdivision regulations of the city. The fee shall be paid prior to the laying out, opening, improving,

grading or paving of any streets. The amount of such inspection fee shall be established by the city manager from time to time as deemed appropriate to fully recover the cost of the services.

Based on Engineering Department inspections, the amount of the current construction security, as applicable, will be reduced and converted to a maintenance security via a letter of credit. The maintenance security will be held for a minimum of one year to insure no deterioration of the improvements prior to final release and incorporation into the official City street system for future City maintenance.

Please contact the Engineering Director if you have any questions on the streets.

Staff Recommendation

Staff recommends acceptance of the referenced streets as public streets.

Previous Commission Action

As new streets are completed, staff periodically presents them to the City Commission for acceptance.

Fiscal Impact

Amount : 0

Source of Funds:

Account Number:

Fiscal Impact:

There is no direct financial impact of this action, however, after the one year maintenance period, future maintenance of these streets becomes the responsibility of the Public Works Department.

Attachments

Resolution 2020-16

Attachment A

RESOLUTION 2020-16

**A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE TO OFFICIALLY
ACCEPT CERTAIN STREETS WITHIN THE CITY LIMITS AS PUBLIC STREETS OF
THE CITY OF BRENTWOOD**

WHEREAS, the streets listed on Attachment “A” to this resolution have been constructed in compliance with applicable subdivision regulations and have been inspected and approved by the Engineering Department since February of 2019; and

WHEREAS, said streets should now be accepted as public streets of the City of Brentwood.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF BRENTWOOD, TENNESSEE, AS FOLLOWS:

SECTION 1. That the streets listed on Attachment “A” to this resolution are hereby officially accepted as public streets of the City of Brentwood.

SECTION 2. That this resolution shall take effect from and after its passage, the general welfare of the City of Brentwood, Williamson County, Tennessee requiring it.

MAYOR Rhea E. Little, III

ADOPTED: _____

Approved as to form:

RECORDER Holly Earls

CITY ATTORNEY Kristen L. Corn

ATTACHMENT A
STREETS PROPOSED FOR ACCEPTANCE AND MAINTENANCE
CITY OF BRENTWOOD
February 2020

STREET NAME	STREET TYPE	SUBDIVISION	ROADWAY CLASS.	FROM	TO	LENGTH IN FEET	PLAT BOOK	PAGE
Elgin	Way	Taramore 3A	Local	Just west of intersection w/Ivy Crest Drive	Center of address 9509	902.00	P52	146
Ivy Crest	Drive	Taramore 3A	Local	Intersection w/Elgin Way	Southern boundary of address 1841	1,161.00	P52	146
Garrett Park	Place	Taramore 3A	Local	Intersection w/Ivy Crest Drive	Intersection w/Longmoore Ln	428.00	P52	146
Wexcroft	Drive	Taramore 7A	Local	From just east of intersection w/Legacy Cove	Intersection w/Faulkner Square	489.00	P53	84
Faulkner	Square	Taramore 7A	Local	From north boundary of Alley E	South boundary of Alley A	389.00	P53	84
Alleys A, B & E	Access	Taramore 7A	Alley	Rear access to all units in section	Rear access to all units in section	650.00	P53	84
Acardia Cove	Court	Taramore 10	Local	Intersection w/Nottaway Ln	Intersection w/Nottaway Ln	628.00	P62	67
Nottaway	Lane	Taramore 10	Local	Eastern boundary of 9508 Nottaway Ln	Eastern boundary of 9524 Nottaway Ln	1,200.00	P62	67
Faulkner	Square	Taramore 11	Local	Entire Loop	Entire Loop	1,200.00	P62	135
Dresden	Square	Taramore 11	Local	Entire Loop	Entire Loop	1,200.00	P62	135
Alleys	Way	Taramore 11	Alley	Rear access to all units in section	Rear access to all units in section	990.00	P62	135
Ivey Crest	Drive	Taramore 14	Local	Northern boundary of address 1999	Southern boundary of address 2006	500.00	P65	128
Longmoore	Lane	Taramore 14	Local	Northern boundary of address 1860	Southern boundary of address 1860	124.00	P65	128
Ivey Crest	Drive	Taramore 15	Local	Intersection w/Stillbrook Trace	183 Feet north of intersection w/Stillbrook Trace	183.00	P66	142
Stillbrook	Trace	Taramore 15	Local	Cul-de-sac	Intersection w/Longmoore Ln	648.00	P66	142
Longmoore	Lane	Taramore 15	Local	Southern stub at future McEwen	Northern boundary of address 1862	520.00	P66	142
Jupiter Forest	Drive	Owl Creek 3	Local	Connection at Chestnut Springs	End of stub at north property boundary	570.00	P67	47
Cressy	Lane	Owl Creek 3	Local	Intersection w/Jupiter Forest Drive	North boundary of address 1225	1,110.00	P67	47
Boxthorn	Drive	Owl Creek 3	Local	Intersection w/Chressy Lane	North boundary of address 1216	338.00	P67	47
Service Lane A	Alley	Owl Creek 3	Local	Intersection w/Chressy Lane	North boundary of address 1225 Chressy Lane	283.00	P67	47
Bella Terra	Circle	Bella Terra	Local	Intersection of Concord Rd.	End of Cul-de-sac	488.00	P67	44
Romano	Way	Tuscany 6 (partial)	Local	East boundary of address 9601	Intersection w/Umbria Drive	440.00	P61	123
Umbria	Drive	Tuscany 6 (partial)	Local	Intersection w/Romano Way	End of Cul-de-sac	212.00	P61	123
TOTAL LENGTH (FEET)						14,653.00		
TOTAL LENGTH (MILES)						2.78		
Note: All streets shown on this sheet have been constructed and inspected in accordance with the City of Brentwood Subdivision Regulations.								

Brentwood City Commission Agenda

Meeting Date: 02/24/2020

Resolution 2020-17 - Approval to perform a Cyber Security Assessment from Dynetics, Inc.

Submitted by: Dan Harrison, Technology

Department: Technology

Information

Subject

Resolution 2020-17 - Approval to perform a Cyber Security Assessment from Dynetics, Inc.

Background

In 2016, the Technology Department conducted its first Cyber Security Assessment by an outside agency. The results of that study produced two major security action items for the Technology Department. The first weakness was physical port security to network switches. At the Library, patrons were unplugging City computers and connecting their laptops to the City's network. While servers and network resources were secure with passwords, the network could have been susceptible to viruses on those laptops. We have corrected this by implementing port level security on both the physical network ports and the City's corporate wireless access networks to non-authorized equipment.

The second major lesson learned was the lack of end user cyber security training. In the first Cyber Security Assessment, random users across all City departments were targeted in a phishing email campaign. A phishing email is when criminals try to "lure" users in clicking a link in an email that launches malicious programs in the background designed to harvest the user's network credentials. In the first assessment, 25% of the targeted users clicked through, which would have meant that their account information was compromised had it been a true phishing attack. Based off the study, the City of Brentwood partnered with the vendor Knowb4 for end user cyber security training. All users with the City were required to complete mandatory cyber security training. All new employees and commissioners are now required to complete training within one month of receiving their City email address. Periodically, phishing email campaigns are sent to all users and those who fail the test are automatically signed up for refresher training. Completion is required within one month of notification.

The training from KnowB4 has proven to be successful with users demonstrating the knowledge to inspect emails to determine if they are legitimate emails or phishing emails. In the business environment where users undergo Cyber Security Training, the "click" rate where users click on links on a bogus email is approximately 20%. Email users at the

City of Brentwood are currently at a 4.7% click rate, which is four times better than the national average.

Since the last Cyber Security Assessment in 2016, cyber attacks have grown exponentially. According to Industryweek.com, ransomware attacks grew 350% from 2018 to 2019, and that rate is expected to continue to increase in 2020. Part of the non-routine work plan for the Tech Department in the fiscal year 2020 is to conduct another Cyber Security Assessment. We have been researching companies to for the assignment and have chosen Dynetics, Inc. located in Huntsville Alabama. They specialize in vulnerability discovery, cyber hardening and anti-tamper technologies. Their cyber experts will be onsite to evaluate and assist in securing systems from the inside by evaluating platforms, network structure, and mission systems to fully assess the threats.

The Technology Department is seeking permission to hire the vendor Dynetics, Inc. to perform the assessment. Total for services and expenses for Dynetics is \$18,800.00 that is a higher the budgeted amount of \$15,000 but will be absorbed in the department's budget. This purchase will be made under State contract, SWC #405.

Please contact the Technology Director with any questions.

Staff Recommendation

Staff recommends the purchase the cyber security assessment from Dynetics.

Fiscal Impact

Amount : \$18,800.00

Source of Funds: General Fund

Account Number: 110-41640-82599

Fiscal Impact:

Attachments

Resolution 2020-17

Contract No. 2020-007

Scope of Work

RESOLUTION 2020-17

A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BY AND BETWEEN THE CITY OF BRENTWOOD AND DYNETICS SERVICES FOR A CYBER SECURITY ASSESSMENT, A COPY OF SAID AGREEMENT BEING ATTACHED HERETO AND MADE A PART OF THIS RESOLUTION BY REFERENCE

BE IT RESOLVED BY THE CITY OF BRENTWOOD, TENNESSEE, AS FOLLOWS:

SECTION 1. That the Mayor is hereby authorized to execute an agreement by and between the City of Brentwood and Dynetics Services for a cyber security assessment, a copy of said agreement being attached hereto and made a part of this resolution by reference.

SECTION 2. That this resolution shall take effect from and after its passage, the general welfare of the City of Brentwood, Williamson County, Tennessee requiring it.

MAYOR

Rhea E. Little, III

ADOPTED: _____

Approved as to form:

RECORDER

Holly Earls

CITY ATTORNEY

Kristen L. Corn



COMPANY SENSITIVE

CYBER RISK MANAGEMENT SERVICES

CRMS Purchase Agreement

Purchase Date: _____

CRMS Information

Services	Price
*Strategic Controls Assessment On-Site	\$18,000.00
Travel	\$800.00
(Using the ISACS contract)	
TOTAL	\$18,800.00

* This is a T&M not-to-exceed estimate

Number of Trips Required: 2

Travel price includes estimated non-labor travel costs (airfare, hotel, meals, etc.) and will not exceed \$800.00. Customer will be invoiced for actual non-labor travel costs, which will be charged at actual costs plus Dynetics' applicable indirect burdens.

Billing Information

Company Name: City of Brentwood

Company Address: PO Box 788 Brentwood, TN 37024

Billing POC Name: Michele Kramer

Billing POC Phone: 615-371-7000

Billing POC Email: Michele.Kramer@Brentwoodtn.gov

Technical POC

Name: Dan Harrison

Phone: 615-371-7000

Email: Dan.Harrison@Brentwoodtn.gov

Customer Authorization

Name: Rhea E. Little, III

Title: Mayor

Signature: _____

Date: _____

Customer Authorization Signature authorizes Dynetics to invoice Customer for selected services and acknowledges that the Customer Terms & Conditions have been read and accepted.

Customer Terms and Conditions

1 ACCEPTANCE OF TERMS

The Company for which Dynetics, Inc. ("Dynetics") performs its "DYNETICS SERVICES" is hereinafter called the "CUSTOMER." The DYNETICS SERVICES to be provided are subject to the following Customer Terms and Conditions ("CTC"). Dynetics, Inc. reserves the right to update these CTC at any time.

2 INVOICING AND PAYMENT

It is Dynetics' practice to submit invoices for payment of both fees and expenses, including travel, on a monthly basis for services rendered. For fixed-price contracts, Dynetics estimates the percentage of task completion that has occurred. The cost of any software, hardware, and other non-professional service items is not included unless specifically stated. Any additional fees will be pre-approved by the CUSTOMER.

Payment terms for all invoices are net 30 days. An interest charge of 1% per month will be charged on past due balances, which is an effective rate of 12% per annum or maximum amount allowed by law, whichever is less. All payments shall be made in U.S. currency. Payments for materials shipped outside the United States shall be secured by Buyer's irrevocable letter of credit acceptable to Dynetics and confirmed by a U.S. bank approved by Dynetics.

2.1 Additional Invoicing and Payment Terms for NetAlert

NetAlert pricing is formulated from a "base" price plus a "monitored EDR" price based on the number of endpoints being monitored, which can fluctuate during the term of the service contract. CUSTOMER will be invoiced monthly for the actual number of endpoints monitored during the preceding month unless the CUSTOMER has agreed to a minimum number of monitored endpoints necessary to achieve a price discount. If the CUSTOMER has agreed to a minimum number of monitored endpoints, the monthly invoice will always reflect at least the agreed to minimum number of monitored endpoints.

2.2 Additional Invoicing and Payment Terms for CRCP

Invoicing for the Cyber Resilience Certification Program (CRCP) will coincide with the two CRCP Phases: Certification and Sustainment.

Certification costs will be invoiced beginning the month after enrollment in the CRCP. For CRL-1, Customer will be invoiced once for the entire cost of certification. For CRL-2, certification costs will be divided into three (3) equal monthly invoices. For CRL-3, certification costs will be divided into six (6) equal monthly invoices. CRL-2 and CRL-3 Certification Phases require travel associated with the Tactical Controls Assessment. Non-labor travel costs are not included in the price shown in the Purchase Agreement. CUSTOMER will be invoiced for actual non-labor travel costs plus Dynetics' general and administrative fees.

For all CRL's, Sustainment costs will be invoiced monthly beginning the month following certification or the certification deadline, whichever comes first, and continuing for the number of months indicated by the Sustainment Program Term.

2.3 Additional Invoicing and Payment Terms for CRMS

Delivery of a Strategic Controls Assessment, Tactical Controls Assessment and Cyber Risk Awareness Training require travel which is not included in the price shown in the Purchase Agreement. CUSTOMER will be invoiced for actual non-labor travel costs plus Dynetics' general and administrative fees.

3 TAXES

All prices quoted do not include any applicable federal, state, or local taxes, unless otherwise agreed to by Dynetics. If Dynetics shall be required to pay such, either on its own behalf or on behalf of the Customer, such taxes shall be added to the prices shown hereon.

4 AUTHORIZATION & LIABILITY DISCLAIMER

Dynetics makes no representations about the suitability of the services provided. The services and any tools or materials used to accomplish the services, are provided "as is" without warranty of any kind. Dynetics hereby disclaims all warranties and conditions with regard to the foregoing, including all warranties and conditions of merchantability, whether express, implied, or statutory, fitness for a particular purpose, title and non-infringement. Moreover, customer acknowledges and agrees that Dynetics' liability arising from service delivery, the performance or lack thereof of under this agreement including the termination hereof, and/or any customer claim for damages or expense, of whatever kind or nature, irrespective of how arising, relating to the services, shall under no circumstances, exceed one million dollars (\$1,000,000.00). CUSTOMER specifically acknowledges and agrees that claims or damages or expenses may arise in connection with Dynetics' efforts, but that the foregoing limitation of liability is a complete and agreed upon limitation of Dynetics' liability for any such claims or damages or expenses, direct or indirect, including but not limited to interruption of CUSTOMER'S business, loss of business, loss of actual or anticipated profit, loss or destruction of data or documentation, and any other loss, damage, or expense, whether incidental or consequential, and all irrespective of whether Dynetics has been advised of, or independently anticipated the probability or possibility of, such arising out of or in connection with service delivery. Exceptions to limitations: The limits of liability in this Section apply to the fullest extent permitted by applicable law.

5 NO UNLAWFUL OR PROHIBITED USE

As a condition of use of the services, CUSTOMER will not use the services for any purpose that is unlawful or prohibited by the CTC.

Where hardware or software required to enable service delivery is installed in the CUSTOMER's information technology (IT) infrastructure (e.g. NetAlert), Dynetics retains ownership of that hardware and software and CUSTOMER is prohibited from modifying. CUSTOMER is also responsible for protecting hardware from damage. Any modification to Dynetics hardware or software not authorized by Dynetics may invalidate warranties and may waive Dynetics obligations to meet service level agreements (SLAs). After hardware is installed and confirmed operational, any damage to that hardware will be repaired or replaced at CUSTOMER's expense.

6 PROPRIETARY INFORMATION

CUSTOMER may, from time to time, furnish Dynetics with proprietary information, literature, data, or technical information. Moreover, Dynetics may be exposed to such information through its efforts. Dynetics will hold any proprietary information in confidence and may use proprietary information only for service delivery during the term of this Agreement. This Agreement does not restrict disclosure or use of information otherwise qualifying as proprietary information if any one of the following conditions exists:

- (a) Dynetics knew the information and held it without restriction as to further disclosure prior to receiving through the engagement.
- (b) Dynetics developed the information independently as can be evidenced in writing, excluding any CUSTOMER information developed by Dynetics during the effort.
- (c) Another source lawfully disclosed the information to Dynetics.
- (d) The information was already in the public domain or entered the public domain after Dynetics received it through no fault of Dynetics or became generally known, but through no fault of Dynetics.
- (e) The information was ascertained by proper means other than disclosure under this Agreement.
- (f) The information was disclosed in response to a subpoena or court order duly issued in a judicial or legislative process.
- (g) Disclosure to a government entity is required by law.

7 SERVICE-UNIQUE TERMS AND CONDITIONS

7.1 NetAlert

CUSTOMERS purchasing the NetAlert service are subject to the following additional terms and conditions.

- (a) **Third Party Components.** The NetAlert service includes the delivery of Hardware and Software for installation into the CUSTOMER's IT infrastructure. Some portions of the Hardware may have been supplied to Dynetics by

a third party. Further, parts of the Software may have been licensed to Dynetics by third parties (“Third Party Components”). CUSTOMER shall not use, or permit others to use, such Third Party Components apart from the Software. Some of these Third Party Components are subject to an open source license, which is generally included with the source code for such Third Party Component (“Third Party License”). License rights with respect to individual Third Party Components are defined by the terms of any applicable Third Party License; nothing in this Agreement shall restrict, limit, or otherwise affect any rights or obligations, or conditions to which CUSTOMER may be subject, under such Third Party License.

- (b) **No Other Licenses.** Except for the express license rights granted under this Section, no other rights are granted to CUSTOMER with respect to the Software. The Software shall at all times remain the sole property of Dynetics and CUSTOMER may not use the Software except as expressly set forth herein.
- (c) **Cancellation.** CUSTOMER may cancel NetAlert with 30 days’ notice. If cancellation occurs before 12 months of service delivery are completed, CUSTOMER will be liable for all costs and fees that would have accrued to Dynetics during the first 12 months of the service contract. Furthermore, if CUSTOMER had received discounts based on a multi-year contract, CUSTOMER will be liable for the difference between the discounted rate and the rate that would have applied for the actual number of months the NetAlert service was provided to the CUSTOMER.

7.2 Cyber Resilience Certification Program

CUSTOMERS enrolled in the Cyber Resilience Certification Program (CRCP) are subject to the following additional terms and conditions.

- (a) **Timeliness.** CUSTOMER must complete initial certification by the deadline defined by the following table to avoid remediating certification activities. Remediation requirements are at the sole discretion of Dynetics. If remediation is required, CUSTOMER will be responsible for any additional costs.

Certification Level	Deadline Months to Complete
CRL-1	4
CRL-2	7
CRL-3	12

During the Sustainment Phase, newly identified vulnerabilities or changes in the certification requirements may require CUSTOMER to take actions to mitigate vulnerabilities by a “remediation date” specified by Dynetics. Failure to mitigate vulnerabilities by the “remediation date” may result in suspension of certification.

- (b) **Duration.** Participation in the CRCP requires enrollment in a Sustainment Program for 12, 24, or 36 months. The Sustainment Program begins the first day of the month following certification or the certification deadline, whichever comes first. The Sustainment Program is automatically renewed for 12 months at current pricing as of the date of the renewal (which may be different from the original pricing) unless terminated at least 30 days prior to the end of the Sustainment Program term.
- (c) **Cancellation.** CUSTOMER may cancel CRCP participation while in the Sustainment Phase with 30 days’ notice. CUSTOMER will be liable for all costs and fees that would have accrued to Dynetics for services provided up to the time of cancellation. Depending on the timing of service delivery, CUSTOMER may be liable for more than the monthly costs that have accrued at time of cancellation. If CUSTOMER had received discounts based on a multi-year contract, CUSTOMER will be retroactively billed for the difference between the discounted rates and the rates that would have applied for the actual number of months the CUSTOMER participated in the Sustainment Program.
- (d) **Failure to Certify.** A CUSTOMER who fails to achieve certification may opt not to enroll in the Sustainment Program.
- (e) **Maintaining Certification.** CUSTOMER must maintain enrollment in the Sustainment Program for Certification to remain active.



Cyber RiskScope®

Strategic Controls Assessment

Dynetics, Inc.

Huntsville, AL
February 2020

DYNETICS PROPRIETARY.

The information contained herein is the exclusive property of Dynetics, Inc. No disclosure, reproduction, or use of information disclosed herein, whether patented, copyrighted, or trademarked or not, is permitted without the express written authorization of Dynetics, Inc.

Strategic Controls Assessment

Objectives

- Cooperatively exercise cybersecurity controls to validate effectiveness or identify weaknesses in the design and implementation
- Expose IT professionals to an attacker's motivations and tactics for executing an attack

Description

During a Strategic Controls Assessment (SCA), a Dynetics Elite Ethical Hacker and the City of Brentwood network administrator(s) cooperatively examine architectural features that support the security of the IT enterprise to include:

- Security at the core, distribution, and access layers
- Network segmentation
- Trust relationships
- Network monitoring and detection to include
 - Web Application Firewalls
 - Full Packet Capture
 - Intrusion Detection
 - Event Collection & Monitoring
- Endpoint security
- Controls necessary to protect services from unauthorized use or disclosure

The SCA systematically steps through each phase of the attack lifecycle shown in **Figure 2**. During the assessment, the Dynetics Elite Ethical Hacker points out weak configurations and explains how a cybercriminal could exploit the weaknesses to access Key Information Assets, escalate privileges, pivot among systems and remain undetected. In addition, the Elite Ethical Hacker provides recommendations for mitigating weaknesses and then works with the network administrator to test cybersecurity controls to ensure they are providing effective protection and detection capabilities.

An SCA begins with initial coordination with the City of Brentwood to identify any external services (e.g. web services) that will be tested and to configure an internal host for remote access by

Dynetics so that it can serve as the simulated target of a breach. Once the initial preparation is complete, Dynetics schedules time (approximately two days) for remote testing. This time is scheduled to ensure the City of Brentwood IT staff are fully available to participate. During these two days, Dynetics walks through actual attack scenarios to provide the City of Brentwood IT staff a “play-by-play” of the attack so they can see what activities are prevented and/or detected. Examples of these activities include: initial compromise, persistence, privilege escalation, lateral movement, and exfiltration of data.

At the conclusion of the SCA, Dynetics provides a final report and corresponding out-brief. Both the report and out-brief identify participants

(Dynetics and client), where controls were effective and/or ineffective, as well as potential business impacts and recommendations. Additionally, Dynetics works closely with the client’s network and security professionals to identify cost-effective solutions that remediate identified weaknesses.

Deliverables

- Report and out-brief identifying weak configurations and recommendations for mitigating those weaknesses.



D-18-9950
RA_Dowling

Figure 1. Attack Lifecycle

Brentwood City Commission Agenda

Meeting Date: 02/24/2020

Resolution 2020-18 - Authorizing Agreement with Convergent Technologies for Purchase of Access Control System

Submitted by: Michele Kramer, Technology

Department: Technology

Information

Subject

Resolution 2020-18 - Authorizing Agreement with Convergent Technologies for Purchase of Access Control System

Background

The access control ID card system installed in all City facilities allows the City to authorize individual employees to access only those facilities and work areas necessary to perform their job functions while securing other non-work related areas as appropriate. Our current security card system is approximately 18 years old and is no longer supported by the manufacturer.

Staff evaluated several manufacturers and chose Convergent Technologies, a global organization that designs, installs, and services integrated building systems and is the largest independent integrator in the world. They have an office in Nashville with nine certified technicians and are part of the Sourcewell Cooperative Purchasing Agreement (Contract #031517-CTL).

The system will cover 122 doors/gates, 19 of which are new doors added for additional security concerns. The new system will be installed in phases to allow for security at all times and will take 3-4 months to complete. New ID cards will be issued to all employees and commissioners. This contract covers replacement of the access control system at the Library, City Hall, Service Center, fire station 2, Safety Center East, and at the Smith Park entrance gate. The contract also includes non-expiring software licenses for a Visitor Management System at City Hall, the Service Center, and the new Police Headquarters.

Later in calendar year 2020, the City Commission will be asked to approve a second contract with Convergent to cover the access control hardware needed at the new Police Headquarters when it opens in 2021 so it can be integrated into the city-wide access control system. Note that all associated back-end wiring, door frames, etc. needed to coordinate with the access control system is already part of the Police HQ construction plans.

The cost for this contract is \$323,946 and is being purchased through and governed by the terms and conditions of the Sourcewell Cooperative Purchasing Agreement. In addition to the contract price, staff is recommending City Commission authorization of up to a \$15,000 contingency allowance (approximately 5%) should additional doors or devices be identified during implementation of the new system.

Note that annual maintenance for this system beginning after a one year warranty period will be \$5,137.01 and the annual monitoring cost for the intrusion alarm system at the Library will be \$200.

Please contact the Technology Director with any questions.

Staff Recommendation

Approval for Purchase of Access Control System from Convergent Technologies for \$323,946.00 plus a \$15,000 contingency allowance subject to written authorization from City staff.

Fiscal Impact

Amount : \$323,946.00

Source of Funds: Capital Projects

Account Number: 311-45300-6016

Fiscal Impact:

\$325,000 is included in the FY 2020 Capital Projects Fund budget for this project to replace access control equipment in existing buildings. If use of the contingency allowance should cause the project to exceed the \$325,000 budgeted, there is sufficient savings from the Police LPR project in the Security System project in the Capital Projects Fund.

Amount : \$200.00

Source of Funds: General Fund

Account Number: 110-44800-82450

Fiscal Impact:

Security System Monitoring for the library starting at year two for a 3 year term.

Amount : \$5,137.01

Source of Funds:

Account Number:

Fiscal Impact:

Yearly recurring cost: This price would be due every year after the first year.

Attachments

Resolution 2020-18

Proposal for Existing Buildings

Library Security System Monitoring Agreement

Annual Maintenance

Details of Doors

RESOLUTION 2020-18

A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BY AND BETWEEN THE CITY OF BRENTWOOD AND CONVERGINT TECHNOLOGIES FOR AN ACCESS CONTROL SYSTEM, A COPY OF SAID AGREEMENT BEING ATTACHED HERETO AND MADE A PART OF THIS RESOLUTION BY REFERENCE

BE IT RESOLVED BY THE CITY OF BRENTWOOD, TENNESSEE, AS FOLLOWS:

SECTION 1. That the Mayor is hereby authorized to execute an agreement by and between the City of Brentwood and Convergent Technologies for an access control system, a copy of said agreement being attached hereto and made a part of this resolution by reference.

SECTION 2. That this resolution shall take effect from and after its passage, the general welfare of the City of Brentwood, Williamson County, Tennessee requiring it.

MAYOR

Rhea E. Little, III

ADOPTED: _____

Approved as to form:

RECORDER

Holly Earls

CITY ATTORNEY

Kristen L. Corn

February 12, 2020

City of Brentwood

5211 Maryland Way Brentwood, Tennessee 37027
Attention: John Allman

Quotation: JL10242800P

RFP#:

License/Cert TN-1160

Reference: COB Existing Buildings 02112020

On behalf of our thousands of global colleagues, I want to personally thank you for considering Convergent Technologies for this project and for providing us with the opportunity to present this proposal addressing your electronic security needs. We are confident that this proven solution is both comprehensive and customized to meet your needs today and in the years ahead.

Convergent has developed a strong reputation for service excellence and is the only company recognized twice as the Systems Integrator of the Year by SDM Magazine. Most recently, Convergent was ranked the 4th largest global systems integrator. This recognition is, in part, a reflection of the strong relationships Convergent has developed with the industry's top technology manufacturers. Convergent Technologies has a strong history of success with similar solutions provided to other clients and would be happy to provide these references upon request.

Our guiding principal has always been to be a customer-focused and service-based company, supported by dedicated and certified professionals who strive to make a daily difference. Our vision of becoming our customers' best service provider is what drives everything we do. After achieving a successful on-time and on-budget project installation, Convergent will provide you with the industry's best on-going service. This service includes our 24/7 customer portal (iCare), designed to track service work orders, project progress, and provide you with detailed metric reporting for continuous improvement.

The following security proposal is specifically designed to meet your needs. As your single point of contact, please feel free to contact me with any additional questions you may have. Thank you again for considering Convergent Technologies as your partner for your electronic security needs.

Scope of Work: City of Brentwood Enterprise Access control system existing

buildings. Software Scope: Access Control OnGuard software and licensing

- Existing Database will be transferred to new OnGuard system. If Database is not able to be transferred new one will be built based on guidelines provided by City of Brentwood. This will include all users, zones and system rules.
- All software listed will be installed on the City of Brentwood provided server.
- Installation of **(1)** OnGuard ADV Server software license on customer provided and specified server.
- Installation of **(2)** OnGuard IDADV Client Software License.
- Installation of **(4)** OnGuard ADV Client Software License. Installed on client provided workstations.
- Installation of **(3)** additional 64 Access reader upgrade for all ADV systems. (max of 256 readers). Current system design is 187 readers. Additional Licensing for addition of

Software Scope: Active Directory software and licensing

- Installation of **(1)** Active directory Synchronization to include data conduit licensing, 1-day remote installation support and first year customer solution support.
- Installation of **(1)** additional data conduit this is required for the integration of the Intrusion detection system.

Software Scope: Intrusion Detection software integration

- Installation of **(1)** Bosch Intrusion panel integration software for Library Intrusion detection

Software Scope: Visitor Management system add on software licensing

- Installation of **(3)** OnGuard Visitor client and Visitor Management for ADV OnGuard systems. Locations City Hall, Service Center and Police station.

Software Scope: Blue Diamond Mobile credential software and licensing

- Installation of **(300)** Mobile Credential Licensing.
- Installation of **(1)** Blue diamond programming dongle for reader programming.

Field Equipment:

Badging Equipment Scope: Fargo badge printer

- Installation of **(2)** Fargo HDP-5000 Dual sided printer. Installation location to be designated by City of Brentwood.
- Supplied **(2)** Fargo HDP 500 Cleaning kit.
- Supplied **(2)** full color ribbon. (500 prints per roll)
- Camera is not provided in this scope of work. To be provided by City of Brentwood.
- Installation of **(1)** Plastic position ID Tag.

Scope of Work Field Equipment: City Hall

- 2 locations for AC equipment. Locations: This will consolidate systems to central location to improve maintenance services and overall continuity.

- Radio room 2nd floor
- Server room 1st floor
- Installation of **(2)** Intelligent Dual reader controllers. Locations:
 - Radio room 2nd floor
 - Server room 1st floor
- Installation of **(27)** dual reader interface modules. Locations to be determined based on need of door locations.
- Installation of **(4)** Life safety power 16 reader power supply.
- Installation of **(57)** Blue Diamond multi-technology reader with mobile credential capabilities.
- Utilizing existing wiring for **(28)** existing doors. All other existing doors will have new composite cabling ran to appropriate closet.
- Adding of **(5)** new door locations per customers request. Locations: Electronic strike, Request to exit and door status to be installed on each door.
 - West wing IDF
 - Radio Room IDF
 - Finance IDF
 - City Managers IDF
 - Building Maintenance Storage room
- Removal of all existing VEREX system equipment currently installed. Returned to the City of Brentwood.
- Composite Cabling is provided in this quote.
- Existing door locking hardware to be utilized.
- **See attached door schedule**
- All door location control panels have been verified any doors not located in the locations specified above will have new composite cabling ran to those locations and terminated at appropriate new central location.

Scope of Work Field Equipment: Library

- Installation of **(1)** Intelligent Dual reader controllers.
 - Moving control equipment from IT teen closet to the Main IDF room. New wire will be installed for all doors wired to this panel.
- Installation of **(8)** dual reader interface modules.
- Installation of **(1)** Life safety power 16 reader power supply.
- Installation of **(1)** Life safety power 8 reader power supply
- Installation of **(3)** HES Rim Strikes: Locations: Adding Door status, Request exit to these doors also. Removing all existing door locking hardware. Replacing with new lock that will accommodate life safety concerns.
 - Library Hall door
 - Library Bath Hall
 - Library Back Door
- Installation of **(17)** Blue Diamond multi-technology reader with mobile credential capabilities.
- Adding of **(4)** new door locations per customers request. Locations
 - Channel 19
 - Teen It closet

- Electrical room inside,
- Child work room.
- **See attached door schedule**
- Removal of all existing VEREX system equipment currently installed. Returned to the City of Brentwood.
- Composite Cabling is provided in this quote.
- Existing door locking hardware to be utilized.
- Installation of **(1)** Bosch Intrusion Detection Burglar alarm panel.
- Installation of **(2)** Bosch Intrusion detection keypads.
- Installation of **(1)** Bosch Inovonics wireless interface kit.
- Installation of **(3)** Inovonics Door/Window contacts.
- Installation of **(5)** Inovonics Wall mount motion detectors
- Installation of **(1)** Bosch Lock and key set

Scope of Work Field Equipment: Service Center

- Installation of **(2)** Intelligent Dual reader controllers.
- Installation of **(12)** dual reader interface modules.
- Installation of **(1)** Life safety power 16 reader power supply.
- Installation of **(2)** Life safety power 4 reader power supply
- Installation of **(27)** Blue Diamond multi-technology reader with mobile credential capabilities.
- Adding of **(6)** new door locations per customers request. Locations:
 - IDF Closet
 - Traffic operations office
 - Annex north
 - Annex East
 - Annex South 1
 - Annex south 2
- Installation of (4) 12x 12 pedestal housings
- **See attached door schedule**
- Removal of all existing VEREX system equipment currently installed. Returned to the City of Brentwood.
- Composite Cabling is provided in this quote.
- Conduit as required
- Lift rental as required
- Existing door locking hardware to be utilized.

Scope of Work Field Equipment: Station 2

- Installation of **(1)** Intelligent Dual reader controllers.
- Installation of **(3)** dual reader interface modules.
- Installation of **(1)** Life safety power 8 reader power supply.
- Installation of **(7)** Blue Diamond multi-technology reader with mobile credential capabilities.
- Adding of **(1)** new door locations per customers request. Locations:
 - Switch Closet.
- **See attached door schedule**

- Removal of all existing VEREX system equipment currently installed. Returned to the City of Brentwood.
- Composite Cabling is provided in this quote.
- Existing door locking hardware to be utilized.

Scope of Work: Station 4

- Installation of **(1)** Intelligent Dual reader controllers.
- Installation of **(7)** dual reader interface modules.
- Installation of **(1)** Life safety power 16 reader power supply.
- Installation of **(2)** Life safety power 4 reader power supply
- Installation of **(15)** Blue Diamond multi-technology reader with mobile credential capabilities.
- Adding of **(3)** new door locations per customers request. Locations:
 - IT Closet
 - Dare office
 - Fire Dept Training room door
- Installation of (2) 12x 12 pedestal housings
- **See attached door schedule**
- Removal of all existing VEREX system equipment currently installed. Returned to the City of Brentwood.
- Composite Cabling is provided in this quote.
- Conduit as required
- Lift Rental as required
- Existing door locking hardware to be utilized.

Scope of Work: Ravenswood gate

- Installation of **(1)** Intelligent Dual reader controllers.
- Installation of **(1)** Blue Diamond multi-technology reader with mobile credential capabilities.
- Installation of **(1)** 12x 12 pedestal housings
- Removal of all existing VEREX system equipment currently installed. Returned to the City of Brentwood.
- Existing gate control connections to be utilized.

Exclusions: Existing Buildings

1. Fire drop for any pre-existing magnetic locks.
2. All existing equipment is assumed to be in good working condition. Additional costs may apply if existing equipment is not in good working condition.
3. Spare parts List: Parts that we generally can't get in one day listed below:
 - Intelligent controller 2220 (1)
 - Dual reader boards 1320 (2)
 - Blue Diamond Mullion Reader (3)
 - Blue Diamond Keypad readers (1)
 - HID long range readers (1)

Materials

Line	Qty	Part	Description	Unit Price	Extended Price
1			Sourcwell Contract # 031517-CTL		
2			On Contract below this line		
3			Lenel OnGuard Software package		
4			Enterprise package		
5	1.00	SWS-ADV	OnGuard ADV Server Software License – OnGuard Server software license includes: System Administration; Alarm Monitoring; Map Designer; License Server; Comm. Server; Video Verify Support; E-mail Support; Guard Tour; Login Driver; Account Linkage; support for up to 64 card access readers and first year support plan for new systems. (SOFTWARE IS SUPPORTED ON PC-CONFIG#3 PLATFORM)	\$ 2,167.06	\$ 2,167.06
6	2.00	SWC-IDADV	OnGuard IDADV Client Software License – OnGuard Client software license includes; ID Credential Center Application; Badge Designer Application; Image Capture; ID Printing; Enhanced Imaging Option (Chromakey and Ghosting) and Login Driver. (SOFTWARE IS SUPPORTED ON PC-CONFIG#6 PLATFORM)	\$ 2,701.66	\$ 5,403.32
7	4.00	SWC-ADV	OnGuard ADV Client Software License – OnGuard Client software license includes; System Administration; Alarm Monitoring; Map Designer and Login Driver. (SOFTWARE IS SUPPORTED ON PC-CONFIG#6 PLATFORM)	\$ 2,167.06	\$ 8,668.24
8	3.00	64ADV-64RUP	64 Access Readers upgrade for all ADV systems (max of 256 readers).	\$ 2,057.40	\$ 6,172.20
9	1.00	BDM-DONGLE	Bluetooth Dongle for BlueDiamond Mobile Toolkit - Required by installer to commission LenelS2 BlueDiamond readers for use with mobile credentials.	\$ 49.85	\$ 49.85
10	3.00	OCP-OVM-ADV	Non-expiring license for (2) OnGuard Visitor client and Visitor Management for ADV OnGuard systems. Purchase requires OnGuard 7.5 or higher. Allows unlimited number of visits. DOES NOT include CSS Visitor Host or Visitor Self Service (must be purchased separately).	\$ 3,152.77	\$ 9,458.31
11	1.00	SWG-1140	DataConduIT includes one connection license, supporting documentation and scripting examples and is required for use with the TruPortal to OnGuard Hardware Migration	\$ 3,583.37	\$ 3,583.37

Line	Qty	Part	Description	Unit Price	Extended Price
12	1.00	SWG-1450	Intrusion Panel Support Option (per panel) - check compatibility chart for panel support. NOTE: This license is primarily for older systems. New licensing method, is specific to panel manufacturer. It is not required to have both. So a NEW system would have Intrusion specific licenses below that have a numeric suffix (SWG-1450-x) such as DMP intrusion panels (e.g. SWG-1450-3).	\$ 178.62	\$ 178.62
13	1.00	SWG-DV	OnGuard Digital Video Enabler. [required to be enabled to have Prism Integrate with OnGuard].	\$ 491.93	\$ 491.93
14	8.00	DV-CH-8UP	8 Camera channel device license to Non Lenel supplied server solutions.	\$ 1,336.06	\$ 10,688.48
15	Access Control				
16	City Hall, Library , Service Center, Station 2, Station 4 and Ravenwood Gate				
17	9.00	LNL-X2220	Intelligent Dual Reader Controller – powered by 12 or 24 VDC @ 500mA (w/o Rdr Power),, size (6" (152mm) W x 8" (203mm) L x 1" (25mm)H); 6 MB standard cardholder flash memory, 50,000 of event memory, maximum of 32 devices, On-board Ethernet, Dual Path capability, on-board two door control, OSDP Secure Channel encryption with OnGuard 7.2, Wiegand or F2F; eight inputs, four outputs, cabinet tamper and power fault input monitors. Approvals: FCC Part 15, CE, RoHS, UL 294, UL 1076, CAN/ULC 60839-11-1:2016, CSA C22.2 No. 205-1983, cUL/ORD-C1076	\$ 1,560.46	\$ 14,044.14
18	60.00	LNL-1320-S3	Dual Reader Interface Module (Series 3 –Supports OSDP Readers) – 12/24 VDC, 2 Reader interface, W/M, 8 inputs, 6 (5A) form C relays , RoHS, CE, C-Tick and UL294 certified	\$ 567.69	\$ 34,061.40
19	7.00	LSP-16DR-E8M2	LSP-16DR, E8M2 36H X 30W ENCL, FITS EIGHT LNL CONTROLLERS, 12A 12VDC SYSTEM AND 10A 24VDC LOCK, 16 AUX PTC AND 16 LOCK PTC OUTPUTS, FITS 8AH BATTERY SETS, UL CUL, LIFETIME WARRANTY, FPO150/250-2C8P2D8PE8M2	\$ 1,383.34	\$ 9,683.38
20	2.00	LSP-8DR-E4M1	LSP-8DR, E4M1 24H X 20W ENCL WITH DOOR MOUNT, FITS FOUR LNL CONTROLLERS (TWO MAIN, TWO DOOR), 4A 12VDC SYSTEM AND 4A 24VDC LOCK, 8 AUX PTC AND 8 LOCK PTC OUTPUTS, FITS 8AH BATTERY SETS, UL CUL, LIFETIME WARRANTY, FPO150-B100C8PD8PE4M1	\$ 657.81	\$ 1,315.62
21	3.00	LSP-4DR-E4M	LSP-4DR, E4M 24H X 20W ENCL, FITS TWO LNL CONTROLLERS, 2A 12VDC SYSTEM AND 2A 24VDC LOCK, 8 AUX PTC AND 4 LOCK PTC OUTPUTS, FITS 8AH BATTERY SETS, UL CUL, LIFETIME WARRANTY, FPO75-B100C4PD8PE4M	\$ 486.80	\$ 1,460.40

Line	Qty	Part	Description	Unit Price	Extended Price
22	20.00		Door Contact, Recessed, 30 VAC/DC, 0.25A, 3 Watt, 1" Diameter, 1/2" Gap, DPDT, Steel, White, With Wire Lead	\$ 16.12	\$ 322.40
23	8.00	940NTNTEKO0000	HID ICLASS SE R90, SE REV E, NO PROX, STD, WIEGAND	\$ 585.95	\$ 4,687.60
24	116.00	LNL-R11330-05TB	BlueDiamond Multi-Tech Mini-Mullion Reader - Bluetooth Low Energy for Lenel BlueDiamond Mobile smartphone credential, Mifare/DESFire EV1/EV2 Open Encoding, HID iCLASS, HID Proximity, LenelProx, and ProxLite. Connects to access panel via Wiegand, Supervised F/2F (2-state or 4-state supervision); OSDP with Secure Channel encryption support, Terminal Block connection, Black (BDC-TREADER or BDC-OUTPUT configuration card required for F/2F output).	\$ 249.23	\$ 28,910.68
25	4.00	LNL-R11325-05TB	BlueDiamond Multi-Tech US Single Gang Reader with Keypad - Multi-Tech, Bluetooth Low Energy for Lenel BlueDiamond Mobile smartphone credential, Mifare/DESFire EV1/EV2 Open Encoding, HID iCLASS, HID Proximity, LenelProx, and ProxLite. Connects to access panel via Wiegand, Supervised F/2F (2-state or 4-state supervision), OSDP with Secure Channel encryption support, Terminal Block connection, Black (BDC-TREADER or BDC-OUTPUT configuration card required for F/2F output).	\$ 489.81	\$ 1,959.24
26	Locks				
27	7.00	OL-9800630	9800 RIM EXIT STRIKE	\$ 373.72	\$ 2,616.04
28	14.00	HES-5000C	5000 Series Electric Strike 501 & 501A f	\$ 157.35	\$ 2,202.90
29	Badge Printer				
30	2.00	FRGO-89640	HDP5000 Dual-Side Base Model Printer, 300 DPI resolution, USB Cable and Power cord included, three year printer warranty [including On-Call Express in the US for the first year] and lifetime warranty on the printhead.	\$ 4,228.77	\$ 8,457.54
31	On Contract				
32	Intrusion Detection System Library				
33	1.00	B4512-C-920	KIT B4512, B10, CX4010, B920	\$ 291.31	\$ 291.31
34	1.00	B920	2 LINE ALPHA NUMERIC KEYPAD (SD12)	\$ 112.16	\$ 112.16
35	1.00	ENKIT-SDI2	Inovonics Wireless Interface Kit for GV4 Panels, Includes B820 SDI2 Interface, Inovonics EN4200 Receiver, Enclosure	\$ 231.59	\$ 231.59
36	3.00	EN1210W	DOOR/WINDOW TRANSMITTER WITH REED SWITCH	\$ 72.83	\$ 218.49
37	5.00	BOS-EN1260	WALL MOUNT MOTION DETECTOR	\$ 170.42	\$ 852.10
38	1.00	BOS-D101	LOCK & KEY SET, STANDARD	\$ 3.23	\$ 3.23
39	Batteries				
40	51.00	PW-PS1280F1	12V 8AH SLA BATTERY	\$ 19.27	\$ 982.77
41	Off Contract items below this line				

Line	Qty	Part	Description	Unit Price	Extended Price
42			Lock parts and associated cable		
43	1.00	M62	M62	\$ 338.72	\$ 338.72
44	7.00	PM-MCCS12E	HOUSING, SQUARE, 12X12X6, BLACK	\$ 352.84	\$ 2,469.88
45	9.00	702790	4 Element Composite 1000' CMP Yellow	\$ 807.60	\$ 7,268.40
46	1.00	HES-PB5	Push Button 2in Round Mom -DPST - w/	\$ 77.98	\$ 77.98
47	19.00	327904	DUAL-TECH, REQUEST-TO-EXIT	\$ 69.57	\$ 1,321.83
48			Badge Printer		
49	2.00	FRGO-89200	HDP 5000 Cleaning Kit - includes 4 Printhead Cleaning Swabs; 10 Cleaning Cards; 10 Cleaning Pads and 3 Alcohol Cleaning Cards	\$ 44.62	\$ 89.24
50	2.00	FRGO-84056	HDP5000 YMCKH: Full-color ribbon with resin black and Heat Seal panel [500 prints per roll]	\$ 326.15	\$ 652.30
51			Access control Cards		
52	1,000.00	LNL-EV22KPP	DESFire EV2 ISO PVC 2K 13.56MHz - Pre-Programmed for LenelS2 BlueDiamond Readers [Min Order QTY of 100].	\$ 3.82	\$ 3,820.00
53			Lenel OnGuard Software package		
54	1.00	CS-DEV-AD	Active Directory Synchronization. Includes: CS-1140 (DataConduIT Client License), 1 day remote installation support, first year Custom Solutions Software Support.	\$ 15,384.62	\$ 15,384.62
55	300.00	BDM-CRD-1	BlueDiamond Mobile Credential 12 month Initial Purchase (Order in blocks of 100) - This license enables a single mobile credential for one year. Credentials may be moved from person-to-person or phone-to-phone,	\$ 3.86	\$ 1,158.00
56	1.00	BDC-WALLET	This is a BlueDiamond branded wallet that contains all the configuration card options provided.	\$ 52.62	\$ 52.62
57			Labor was quoted IAW Sourcwell Contract # 031517-CTL		

Equipment Total	\$ 191,572.57
Total Labor	\$ 117,197.40
Other Costs	\$ 5,686.13
Freight/Warranty	\$ 9,489.90
Tax if applicable	\$ 0.00
Total Project Price	\$ 323,946.00

Clarifications and Exclusion

1. All work proposed herein, shall be performed during normal business hours Monday through Friday 8:00 am - 5:00 pm.
2. Low voltage wiring shall be installed via open air code approved methods.
3. Provision or installation of conduit, wire, boxes, fittings or other electrical installation materials unless specifically listed under Inclusions or Bill of Materials.
4. Permits or associated fees are not included.
5. Customer to provide static IP addresses and network connections at panel locations.
6. Customer to provide a secured staging & storage area for project related materials.
7. Pricing assumes that electronic Auto CAD files are available from customer for our use in creating submittal drawings.
8. Twenty-Five percent (25%) of the proposed sell price shall be payable to Convergent Technologies for project mobilization. Mobilization shall be invoiced and due upon customer acceptance of this proposal.
9. Proposal does not include sales tax unless otherwise noted.

Performance Items

Items Included	
Applicable Taxes	Attend General Contractor Project Meetings
Attend Owner Project Meetings	Cable Connection to Building Fire Alarm Panel
Ceiling Tiles and Ceiling Grid Repairs	Electrical Installation Permit
Door wiring typical connections	Engineering and Drawings
Electrified Door Locking Hardware	Floor plan with device placement and numbering (requires customer CAD)
Fire Stopping (Excludes Existing Penetrations)	Installation of Bridle Rings
Freight (prepaid)	Installation of Control Panels
Installation of Control Equipment Enclosures	Installation of Low Voltage Wire
Installation of Intrusion Panels	Installation of Network Cabling to IP Cameras
Installation of Network Cabling to Card Readers	Installation of Specialty Backboxes
Installation of Network Cabling to IP Intercoms	Installation of Wire and Cable
Installation of Terminal Cabinets	Lifts and Floor Coverings for Lifts
Installation of Wire Hangars	Low Voltage Permits
Loading Software on Customer Provided Computer Material (listed in the BOM)	Mounting/Termination of Proposed Devices
One-Year Warranty on Labor	One-Year Warranty on Parts
Operations & Maintenance Manuals	Owner to Provide Static IP Addresses
Owner Training	Panel wiring with point to point connections
Payment & Performance Bonds	Project Management
Record Documentation (As-Built)	Riser drawing with home run wiring
Servers by Others	Specialty Backboxes
Submittal Drawings	System Engineering
System is Design-Build	System Meets Plans/Drawings
System Programming	Terminal Cabinets
Termination of Control Equipment Enclosures Wire	Testing of all Proposed Devices
	Workstations by Others

Items Excluded	
Correction of Wiring Faults Caused by Others	120 VAC Power Receptacles
FA Permit and Plan Review Fees	Authority having Jurisdiction permit drawing (requires customer CAD)
On-Site Lockable Storage Facility	Equipment rack layout drawing
Panel Wall Elevation drawing (may require customer CAD)	Fire Watch
Patch and Paint	Horizontal Core Drilling
	Vertical Core Drilling
	Servers by Convergent
	Workstations by Convergent

Total Project Investment:

\$ 323,946.00

Thank you for considering Convergent Technologies for your Security needs. If you have any questions or would like additional information, please don't hesitate to contact me immediately. If you would like to proceed with the scope of work as outlined in this proposal, please sign below and return to my attention.

Sincerely,

John Latreille

Convergent Technologies

John Latreille

By signing below, I accept this proposal and agree to the Terms and Conditions contained herein

Customer Name (Printed)

February 24, 2020

Date

Authorized Signature

Title

Systems Monitoring Proposal

Customer Name: City of Brentwood **Proposal Number:** _____
Building Name: City of Brentwood - Library
Address: 8109 Concord Rd., Brentwood TN 37207

Phone: _____ **Email:** _____

Billing Address (if different from the address listed above)

Name: Brentwood Library **Attn:** _____
Address: 8109 Concord Rd, Brentwood TN 37207

Phone: 615-371-7000 **Contact:** John Allman

Customer agrees to purchase, and Convergent Technologies LLC (CTLIC) agrees to provide monitoring service as described herein and according to the Terms and Conditions of the Subscriber Monitoring Agreement. Customer agrees to provide RJ31X telephone jack(s), dedicated phone line(s) and other equipment as may be required. This proposal amount is based on one trip by CTLIC to program and test the dialer or communicator. Material, installation and additional trips due to phone lines not being installed properly will be billed to the customer at current Time and Material rates. Final acceptance is subject to CTLIC approval.

System Monitoring Options: *Indicate your choice(s) by checking the respective boxes.*

- ☐ **U.L. Listed Monitoring** \$ _____ (includes daily test signal)
☐ **Cell Service for Cellular Dialer** \$ _____ (Annual Cellular Fees)
☐ **Basic Monitoring Plus** \$ _____ (includes weekly test signal)
☒ **Basic Monitoring** **\$200** (no test signal)
☐ **Other** _____ \$ _____ **Duration:** ☐ **Annual** ☐ **2-Year** ☒ **3-Year**
Total Price: **\$200** **Start Date:** 1/1/2021

Attach Purchase Order or Requisition if Required

Customer By: _____ **Convergent By:** _____
Signature: _____ **Signature:** _____
Title: _____ **Title:** _____
Date: _____ **Date:** _____
P.O. #: _____ **Submitted By:** _____

Systems Monitoring Options

Monitoring Service Options

Utilizing RAPID RESPONSE MONITORING SERVICES, INC. , CTLLC provides customers with fully redundant monitoring services resulting in a fail-safe monitoring network.

Subscriber Secure Internet Service Included with all monitoring agreements, Convergent Technologies subscribers receive the ability to manage and monitor their account on-line via Secure Internet Services. Secure Internet Services allows the subscriber to perform tasks including the ability to place accounts on test, make **temporary** changes to party information, view account history, view account data and request account information changes.

Generic Subscriber History Reports Another exclusive feature is the ability to obtain generic alarm activity reports listing the date, time and description of the alarm signal. Information through these services is secured by the same encryption process used for Internet financial transactions.

Subscribers also receive PASS CODE cards that include various methods and procedures for contacting the monitoring facility.

In addition to the basic services listed below, Convergent Technologies offers a variety of optional services. Your CTLLC representative can provide additional information upon request.

Test Signal Options Test signals are necessary to ensure your system is operational and transmitting signals to the Monitoring Station. A test signal will be transmitted from your system to the Monitoring Station based on the type of monitoring you select. Should the test signal fail for any reason, this is indicative of a system or telephone communications failure. Having such a failure places your facility at great risk should a fire alarm or security system alarm occur. The Monitoring Station would not receive notification of the alarm condition, and would not contact the local authority to alert them to the situation. Should a Test Signal fail to be received at the Monitoring Station, a call will be placed to the individual(s) identified on the Subscriber Monitoring Agreement if selected under Callback Options. A service call to resolve the system failure should be placed to CTLLC as soon as possible.

Type of Monitoring	Basic Monitoring	Basic Plus (weekly test signal)	UL Listed Monitoring Service (daily test signal)	UL Listed Central Station Service
--------------------	------------------	---------------------------------	--	-----------------------------------

Back Up Communications Options

This option is highly recommended when monitoring Security Systems. In the event of a telephone communication system failure, having a method of back-up communications in place will help to ensure continuous protection of your facility. Your CTLLC representative can provide additional information upon request.

Type of Back Up	Radio (AlarmNet or SafetyNet)	Cellular
	Cost Provided Upon Request	Cost Provided Upon Request

Additional Charges or Maintenance Fees

Based upon account activity, and from time-to-time, it is necessary to charge additional maintenance fees for specific items beyond CTLLC's control. These items are identified below.

Item	Fee	Frequency
Call List alterations	\$7.50	Per addendum or revision.
Excessive or run-away signals (in excess of 3 per month)	\$1.50	Per signal.

Payment terms are net cash upon receipt of invoice, except where satisfactory open account credit is established by CTLLC, in which case, terms are net 30 days from the date of invoice. CTLLC reserves the right to terminate said credit status at the sole discretion of CTLLC. Invoices will be issued prior to start date of agreement, and subsequent renewal dates thereafter. Customer agrees to pay such invoices in accordance with the above terms and conditions regardless of other scheduled deliveries or services. Customer agrees to pay all taxes, including state or local taxes, however designated, levied, or based on the service charges pursuant to this agreement.

Breach or Default

If Customer does not pay the amounts due hereunder or breaches any of the terms or conditions of the Subscriber Monitoring Agreement, or if the Customer ceases doing business as a going concern, CTLLC, in addition to any legal remedies it may have, may terminate this agreement.

Cancellation

After the commencement date, Customer shall have the right to cancel this agreement upon 30 days prior written notice to CTLLC at the end of this initial or any subsequent renewal period. Any and all monies owed under this agreement shall be due and payable, including services performed but not yet completed for any reason.

Length of Plan

After execution of agreement by an authorized representative of CTLLC, the term of this agreement shall be 12 months unless indicated elsewhere in this agreement. Unless cancelled with 30 days prior written notice, the agreement shall be renewed for successive term(s) at the prices and under the terms and conditions in effect at the time of renewal. Fees paid hereunder are not refundable once this agreement is in effect.

Force Majeure

CTLLC and RAPID RESPONSE MONITORING SERVICES, INC. shall not be responsible for failure to render service due to causes beyond its control, including, but not limited to work stoppages, fires, civil disobediences, riots, rebellions, acts of God and similar occurrences.

Notification

It is the obligation of the Customer to keep the "Call List" updated. All changes and revisions to the "Call List" shall be submitted on the Permanent Change Form, signed and submitted to CTLLC. Changes shall become effective within five (5) business days of submittal.



1420 Donnelson Pike Suite A10& A11, , 37217
Phone 615-915-2780 Mobile 931-384-0163
john.latreille@convergent.com

February 14, 2020

City of Brentwood
City of Brentwood
5211 Maryland Way Brentwood, Tennessee 37027
Attention: John Allman

Quotation: JL10253482P
RFP#:
License/Cert TN-1160

Reference: COB SSA yearly Renewal Cost

On behalf of our thousands of global colleagues, I want to personally thank you for considering Convergent Technologies for this project and for providing us with the opportunity to present this proposal addressing your electronic security needs. We are confident that this proven solution is both comprehensive and customized to meet your needs today and in the years ahead.

Convergent has developed a strong reputation for service excellence and is the only company recognized twice as the Systems Integrator of the Year by SDM Magazine. Most recently, Convergent was ranked the 4th largest global systems integrator. This recognition is, in part, a reflection of the strong relationships Convergent has developed with the industry's top technology manufacturers. Convergent Technologies has a strong history of success with similar solutions provided to other clients and would be happy to provide these references upon request.

Our guiding principal has always been to be a customer-focused and service-based company, supported by dedicated and certified professionals who strive to make a daily difference. Our vision of becoming our customers' best service provider is what drives everything we do. After achieving a successful on-time and on-budget project installation, Convergent will provide you with the industry's best on-going service. This service includes our 24/7 customer portal (iCare), designed to track service work orders, project progress, and provide you with detailed metric reporting for continuous improvement.

The following security proposal is specifically designed to meet your needs. As your single point of contact, please feel free to contact me with any additional questions you may have. Thank you again for considering Convergent Technologies as your partner for your electronic security needs.

Scope of Work: Yearly recurring cost: This price would be due every year after the first year.

- Provide (1) ADV Susp Plan -Tier 3; 193 – 256 readers
- Provide (300) Blue Diamond Mobile credential 12 Month renewal
- Provide (60) Video Integration Channel SSA

Materials

Line	Qty	Part	Description	Unit Price	Extended Price
1	1.00	SUSP-ADV-TR-3	ADV SUSP PLAN - Tier 3; 193-256 Readers. Covers ADV / ADVI Systems	\$ 2,729.41	\$ 2,729.41
2	300.00	BDR-CRD-1	BlueDiamond Mobile Credential 12 month Renewal (Order in blocks of 100) - This license renews a single BDM-CRD-1 mobile credential for one year. Credentials may be moved from person-to-person or phone-to-phone,	\$ 4.45	\$ 1,335.00
3	60.00	SUSP-DV	DV Channel SUSP PLAN; SW support for each single video channel licenses Includes LNVR / LDVR / HVR / Integrated GO channels, Integrated TruVision channels, OAAP channels and Integrated Prism Channels	\$ 15.96	\$ 957.60

Equipment Total	\$ 5,022.01
Program Manager	\$ 0.00
Professional Services	\$ 0.00
Project Management	\$ 115.00
Specialist-Programming	\$ 0.00
Specialist-Testing	\$ 0.00
Installation-Foreman	\$ 0.00
Installation	\$ 0.00
Engineering	\$ 0.00
Drafting/CAD	\$ 0.00
Subcontractors/Other Costs	\$ 0.00
Freight/Warranty	\$ 0.00
Total Project Price	\$ 5,137.01

Total Project Investment:

\$ 5,137.01

Thank you for considering Convergent Technologies for your Security needs. If you have any questions or would like additional information, please don't hesitate to contact me immediately. If you would like to proceed with the scope of work as outlined in this proposal, please sign below and return to my attention.

Sincerely,

John Latreille

Convergent Technologies

John Latreille

Customer Name (Printed)

Date

Authorized Signature

Title

Replacement Access Control Security System

Door Count	Building	New Doors	Existing Doors	Lock Type				Card Reader	Card Reader Type			Installing Locks	Exiting Locks	Door Status	Request to exit
									BDM	BDK	LR				
57	City Hall	5	52	23	33	0	0	57	57	0	0	5	51	5	5
17	Library	4	13	4	10	0	3	17	17	0	0	7	13	4	4
25	Service Center	6	19	16	4	2	4	27	22	1	4	6	19	6	6
7	Fire Station 2	1	6	6	1	0	0	7	7	0	0	1	6	1	1
15	Safety Ccenter East	3	12	12	1	1	0	15	12	1	2	3	12	4	3
1	Ravenswood	0	1	0	0	0	1	1	0	0	1	0	0	0	0
122	Totals	19	103	0	0	0	0	124	115	2	7	22	101	20	19

Door Rec #	Door #		New or Existing	Current Controller	Lock Type				Installing Card reader	Card Reader Type			Installing locks	Utilizing Exiting Locks	Door Status	Request to exit
		City Hall System														
1	1	CH-FD SUPPLY	Existing	City Hall 1	M				1	BDM				1		
2	2	CH-CODES FRONT	Existing	City Hall 1	M				1	BDM				1		
3	3	CH-FD OUTSIDE	Existing	City Hall 1	M				1	BDM				1		
4	4	CH-FD-BAY ENTRANCE	Existing	City Hall 1	M				1	BDM				1		
5	5	CH-DOOR 5 (PHONE ROOM)	Existing	City Hall 1	M				1	BDM				1		
6	6	CH-FD-OUTSIDE	Existing	City Hall 1	M				1	BDM				1		
7	9	CH-CH-KITCHEN	Existing	City Hall 1	M				1	BDM				1		
8	10	CH-CM-CHAMBER	Existing	City Hall 1	M				1	BDM				1		
9	11	CH-CM-ENTRY DOOR	Existing	City Hall 1	M				1	BDM				1		
10	12	CH-CH-1ST FLOOR	Existing	City Hall 1	M				1	BDM				1		
11	13	CH-CH-EMPLOYEE DOOR	Existing	City Hall 1	M				1	BDM				1		
12	14	CH-CODES EMPLOYEE DOOR	Existing	City Hall 1	M				1	BDM				1		
13	16	CH-TECH OUTSIDE REAR	Existing	City Hall 1	M				1	BDM				1		
14	17	CH-FD-2ND FLOOR	Existing	City Hall 1		S			1	BDM				1		
15	18	CH-GIS DOOR	Existing	City Hall 1		S			1	BDM				1		
16	19	CH-DISPATCH-PD	Existing	City Hall 1		S			1	BDM				1		
17	20	CH-CID-FRONT DOOR	Existing	City Hall 1		S			1	BDM				1		
18	21	CH-CID WEST DOOR	Existing	City Hall 1		S			1	BDM				1		
19	22	CH-TECH OFFICE DOOR	Existing	City Hall 1	M				1	BDM				1		
20	23	CH-TECH SERVER ROOM	Existing	City Hall 1		S			1	BDM				1		
21	24	CH-TECH STORAGE ROOM	Existing	City Hall 1	M				1	BDM				1		
22	25	CH-TECH BACK DOOR	Existing	City Hall 1	M				1	BDM				1		
23	26	CH-CID VIDEO (LAB)	Existing	City Hall 1		S			1	BDM				1		

Door Rec #	Door #		New or Existing	Current Controller	Lock Type				Installing Card reader	Card Reader Type			Installing locks	Utilizing Exiting Locks	Door Status	Request to exit
24	27	CH-2ND FL CONNECTOR	Existing	City Hall 1		S			1	BDM				1		
25	28	CH-PD EXT GLASS DR	Existing	City Hall 1	M				1	BDM				1		
26	29	CH-PD LOBBY	Existing	City Hall 1		S			1	BDM				1		
27	30	CH-SMALL EVIDENCE RM	Existing	City Hall 1		S			1	BDM				1		
28	31	CH-LARGE EVIDENCE RM	Existing	City Hall 1		S			1	BDM				1		
29	32	CH-PD ADMIN HAL DR	Existing	City Hall 1		S			1	BDM				1		
30	1	CH-UPS LOBY DR	Existing	City Hall 2					1	BDM				1		
31	2	CH-FD LOBBY	Existing	City Hall 2		S			1	BDM				1		
32	3	CH-COMMUNICATIONS	Existing	City Hall 2		S			1	BDM				1		
33	4	CH-TEMP EVIDENCE ROOM	Existing	City Hall 2		S			1	BDM				1		
34	5	CH-BOOKING	Existing	City Hall 2		S			1	BDM				1		
35	?	CH-PATROL	Existing	City Hall 2		S			1	BDM				1		
36	6	CH-ELEVATOR	Existing	City Hall 2		--			1	BDM						
37	7	CH-KITCHEN HALL	Existing	City Hall 2		S			1	BDM				1		
38	10	CH-FD-TRAINING	Existing	City Hall 2		S			1	BDM				1		
39	11	CH-DISPATCH-FD	Existing	City Hall 2		S			1	BDM				1		
40	12	CH-DISPATCH-SUPV	Existing	City Hall 2		S			1	BDM				1		
41	13	CH-PHONE ROOM	Existing	City Hall 2	M				1	BDM				1		
42	14	CH-BOOKING ROOM 155	Existing	City Hall 2		--			1	BDM				1		
43	15	CH-GIS/CID STAIRS	Existing	City Hall 2	M				1	BDM				1		
44	16	CH-PD/FD LOBBY	Existing	City Hall 2		S			1	BDM				1		
45	17	CH-FD STAIRWELL	Existing	City Hall 2	M				1	BDM				1		
46	18	CH-RECORDS ENTRANCE	Existing	City Hall 2		S			1	BDM				1		
47	19	CH-RECORDS FILE ROOM	Existing	City Hall 2		S			1	BDM				1		
48	20	CH-PD STAIRWAY	Existing	City Hall 2	M				1	BDM				1		

Door Rec #	Door #		New or Existing	Current Controller	Lock Type				Installing Card reader	Card Reader Type			Installing locks	Utilizing Exiting Locks	Door Status	Request to exit
49	21	CH-ARMORY	Existing	City Hall 2		S			1	BDM				1		
50	22	CH-CODES ENTRANCE	Existing	City Hall 2		S			1	BDM				1		
51	23	CH-West Wing Front Entrance	Existing	City Hall 2	M				1	BDM				1		
52	24	CH-West Wing Rear Entrance	Existing	City Hall 2	M				1	BDM				1		
53	25	CH-City Managers Copy Room IDF	New			S			1	BDM			1		1	1
54	26	CH-Radio Room IDF	New			S			1	BDM			1		1	1
55	27	CH-Rear Maint Storage Room	New			S			1	BDM			1		1	1
56	28	CH- Finace IDF	New			S			1	BDM			1		1	1
57	29	CH-West Wing IDF	New			S			1	BDM			1		1	1
57		Totals	57		23	33	0	0	57	57	0	0	5	51	5	5
Door Rec #	Door #	Library	New or Existing	Controller	Lock Type				Installing Card reader				Installing locks	Utilizing exiting locks	Door Status	Request to exit
58	1	LIB-FRONT DOOR	Existing	Library	M				1	BDM				1		
59	2	LIB-FRONT INTERIOR	Existing	Library	M				1	BDM				1		
60	3	LIB-HALL DOOR	Existing	Library				RS	1	BDM			1	1		
61	4	LIB-BATH HALL	Existing	Library				RS	1	BDM			1	1		
62	5	LIB-OFFICE DOOR	Existing	Library	M				1	BDM				1		
63	6	LIB-BACK DOOR	Existing	Library				RS	1	BDM			1	1		
64	7	LIB-SERVER RM	Existing	Library		S			1	BDM				1		
65	8	LIB-MEETING HALL-STORAGE	Existing	Library		S			1	BDM				1		
66	9	LIB-CHILDRENS OFFICE-HALL	Existing	Library		S			1	BDM				1		
67	10	LIB-TECH ROOM-OUTSIDE	Existing	Library		S			1	BDM				1		
68	11	LIB-REF OFFICE	Existing	Library	M				1	BDM				1		
69	12	LIB-REF.SUPERVISORS OFFICE	Existing	Library		S			1	BDM				1		
70	13	LIB-COMUTER LAB	Existing	Library		S			1	BDM				1		

Door Rec #	Door #		New or Existing	Current Controller	Lock Type				Installing Card reader	Card Reader Type			Installing locks	Utilizing Exiting Locks	Door Status	Request to exit
71	14	Channel 19	New			S			1	BDM			1		1	1
72	15	Teen IT Closet	New			S			1	BDM			1		1	1
73	16	Electrical Room inside	New			S			1	BDM			1		1	1
74	17	Child Work room	New			S			1	BDM			1		1	1
17		Totals	17		4	10	0	3	17	17	0	0	7	13	4	4
Door Rec #	Door #	Service Center	New or Existing	Controller	Lock Type				Installing Card reader	Card Reader Type			Installing locks	Utilizing exiting locks	Door Status	Request to exit
75	1	SC-FD Rear	Existing	Srv Center	M				1	BDM				1		
76	2	SC-FD Hall	Existing	Srv Center	M				1	BDM				1		
77	3	SC-FD Living	Existing	Srv Center	M				1	BDM				1		
78	4	SC-FD Front	Existing	Srv Center	M				1	BDM				1		
79	5	SC-FD Weight	Existing	Srv Center	M				1	BDM				1		
80	6	SC-FD Interior	Existing	Srv Center	M				1	BDM				1		
81	7	SC-Serv Cntr Back Door	Existing	Srv Center	M				1	BDM				1		
82	8	SC-Serv Cntr Office Hall	Existing	Srv Center	M				1	BDM				1		
83	9	SC-Serv Cntr Front Door	Existing	Srv Center	M				1	BDM				1		
84	10	SC-SC Telem-Parks	Existing	Srv Center		S			1	BDM				1		
85	11	SC-SC South	Existing	Srv Center	M				1	BDM				1		
86	12	SC-New Exterior	Existing	Srv Center	M				1	BDM				1		
87	13	SC-Main Gate Entry LR	Existing	Srv Center			G		2			LR		1		
88	14	SC-Main Gate Exit LR	Existing	Srv Center			G		2			LR		1		
89	15	SC-Parking Lot Gate Entry	Existing	Srv Center	M				1	BDM				1		
90	16	SC-Parking Lot Gate Exit	Existing	Srv Center	M				1	BDM				1		
91	17	SC-New Hallway	Existing	Srv Center	M				1	BDM				1		
92	18	SC-Traffic Control	Existing	Srv Center	M				1	BDM				1		

Door Rec #	Door #		New or Existing	Current Controller	Lock Type				Installing Card reader	Card Reader Type			Installing locks	Utilizing Exiting Locks	Door Status	Request to exit
93	19	SC-FD Side Bay Door	Existing	Srv Center	M				1	BDM				1		
94	20	SC-IDF Closet	New			S			1	BDM			1		1	1
95	21	SC-Traffic Operations office	New			S			1	BDM			1		1	1
96	22	SC-Annex Building North	New					RS	1	BDM			1		1	1
97	23	SC-Annex Building East	New					RS	1	BDM			1		1	1
98	24	SC-Annex Building South 1	New					RS	1	BDM			1		1	1
99	25	SC-Annex Building South 2	New					RS	1	BDM			1		1	1
25		Totals	25		16	4	2	4	27	23	0	4	6	19	6	6
Door Rec #	Door #	Station 2	New or Existing	Controller	Lock Type				Installing Card reader	Card Reader Type			Installing locks	Utilizing exiting locks	Door Status	Request to exit
100	1	STA2-Rear Entrance	Existing	FS-2	M				1	BDM				1		
101	2	STA2-Sleep Area	Existing	FS-3	M				1	BDM				1		
102	3	STA2-Interior T	Existing	FS-4	M				1	BDM				1		
103	4	STA2-Rear Exterior	Existing	FS-5	M				1	BDM				1		
104	5	STA2-Front Double Doors	Existing	FS-6	M				1	BDM				1		
105	6	STA2-Side Exterior	Existing	FS-7	M				1	BDM				1		
106	7	STA2-IT Closet in Day Room	New			S			1	BDM			1		1	1
7		Totals	7		6	1	0	0	7	7	0	0	1	6	1	1
Door Rec #	Door #	Safety Center East	New or Existing	Controller	Lock Type				Installing Card reader	Card Reader Type			Installing locks	Utilizing exiting locks	Door Status	Request to exit
107	1	FS4-Gate LR Entry	Existing	SC East			G		2			LR		1		
108	2	FS4-FD-Stairwell	Existing	SC East	M				1	BDM				1		
109	3	FS4-PD Patrol	Existing	SC East	M				1	BDM				1		
110	4	FS4-EMS-Outside Door	Existing	SC East	M				1		BDK			1		
111	5	FS4-FD-Rear Bay	Existing	SC East	M				1	BDM				1		

Door Rec #	Door #		New or Existing	Current Controller	Lock Type				Installing Card reader	Card Reader Type			Installing locks	Utilizing Exiting Locks	Door Status	Request to exit
112	6	FS4-FD-Stairwe	Existing	SC East	M				1	BDM				1		
113	7	4-PD-Main Front Door	Existing	SC East	M				1	BDM				1		
114	8	FS4-FD-Front Entrance	Existing	SC East	M				1	BDM				1		
115	10	FS4-FD-Bay ENT	Existing	SC East	M				1	BDM				1		
116	11	FS4-FD-Bay INT	Existing	SC East	M				1	BDM				1		
117	12	FS4-FD-Bay INT	Existing	SC East	M				1	BDM				1		
118	13	FS4-Dare Office	New			S			1	BDM			1		1	1
119	14	FS4- IT Closet Lt. Quarters	New		M				1	BDM			1	1	2	1
120	15	FS4-Fire Dept Training Door	New		M				1	BDM			1		1	1
14		Totals	14		12	1	1	0	15	12	1	2	3	12	4	3
Door Rec #	Door #	Ravenswood	New or Existing	Controller	Lock Type				Installing Card reader	Card Reader Type			Installing locks	Utilizing exiting locks	Door Status	Request to exit
121	1	Gate	Existing	Ravenswood				G				LR				
1		Totals			0	0	0	1	1	0	0	1				

City of Brentwood Door Schedule

Door Rec #	Door #	City Hall System	New or Existing	Controller	Lock Type				Installing Card reader	Card Reader Type			Installing locks	Utilizing Exiting Locks	Door Status	Request to exit
1	1	CH-FD SUPPLY		City Hall 1	M				1	BDM				1		
2	2	CH-CODES FRONT		City Hall 1	M				1	BDM				1		
3	3	CH-FD OUTSIDE		City Hall 1	M				1	BDM				1		
4	4	CH-FD-BAY ENTRANCE		City Hall 1	M				1	BDM				1		
5	5	CH-DOOR 5 (PHONE ROOM)		City Hall 1	M				1	BDM				1		
6	6	CH-FD-OUTSIDE		City Hall 1	M				1	BDM				1		
7	9	CH-CH-KITCHEN		City Hall 1	M				1	BDM				1		
8	10	CH-CM-CHAMBER		City Hall 1	M				1	BDM				1		
9	11	CH-CM-ENTRY DOOR		City Hall 1	M				1	BDM				1		
10	12	CH-CH-1ST FLOOR		City Hall 1	M				1	BDM				1		
11	13	CH-CH-EMPLOYEE DOOR		City Hall 1	M				1	BDM				1		
12	14	CH-CODES EMPLOYEE DOOR		City Hall 1	M				1	BDM				1		
13	16	CH-TECH OUTSIDE REAR		City Hall 1	M				1	BDM				1		
14	17	CH-FD-2ND FLOOR		City Hall 1		S			1	BDM				1		
15	18	CH-GIS DOOR		City Hall 1		S			1	BDM				1		
16	19	CH-DISPATCH-PD		City Hall 1		S			1	BDM				1		
17	20	CH-CID-FRONT DOOR		City Hall 1		S			1	BDM				1		
18	21	CH-CID WEST DOOR		City Hall 1		S			1	BDM				1		
19	22	CH-TECH OFFICE DOOR		City Hall 1	M				1	BDM				1		
20	23	CH-TECH SERVER ROOM		City Hall 1		S			1	BDM				1		
21	24	CH-TECH STORAGE ROOM		City Hall 1	M				1	BDM				1		
22	25	CH-TECH BACK DOOR		City Hall 1	M				1	BDM				1		
23	26	CH-CID VIDEO (LAB)		City Hall 1		S			1	BDM				1		
24	27	CH-2ND FL CONNECTOR		City Hall 1		S			1	BDM				1		
25	28	CH-PD EXT GLASS DR		City Hall 1	M				1	BDM				1		
26	29	CH-PD LOBBY		City Hall 1		S			1	BDM				1		

City of Brentwood Door Schedule

Door Rec #	Door #	City Hall System	New or Existing	Controller	Lock Type				Installing Card reader	Card Reader Type			Installing locks	Utilizing Exiting Locks	Door Status	Request to exit
27	30	CH-SMALL EVIDENCE RM		City Hall 1		S			1	BDM				1		
28	31	CH-LARGE EVIDENCE RM		City Hall 1		S			1	BDM				1		
29	32	CH-PD ADMIN HAL DR		City Hall 1		S			1	BDM				1		
30	1	CH-UPS LOBY DR		City Hall 2					1	BDM				1		
31	2	CH-FD LOBBY		City Hall 2		S			1	BDM				1		
32	3	CH-COMMUNICATIONS		City Hall 2		S			1	BDM				1		
33	4	CH-TEMP EVIDENCE ROOM		City Hall 2		S			1	BDM				1		
34	5	CH-BOOKING		City Hall 2		S			1	BDM				1		
35	?	CH-PATROL		City Hall 2		S			1	BDM				1		
36	6	CH-ELEVATOR		City Hall 2		--			1	BDM						
37	7	CH-KITCHEN HALL		City Hall 2		S			1	BDM				1		
38	10	CH-FD-TRAINING		City Hall 2		S			1	BDM				1		
39	11	CH-DISPATCH-FD		City Hall 2		S			1	BDM				1		
40	12	CH-DISPATCH-SUPV		City Hall 2		S			1	BDM				1		
41	13	CH-PHONE ROOM		City Hall 2	M				1	BDM				1		
42	14	CH-BOOKING ROOM 155		City Hall 2		--			1	BDM				1		
43	15	CH-GIS/CID STAIRS		City Hall 2	M				1	BDM				1		
44	16	CH-PD/FD LOBBY		City Hall 2		S			1	BDM				1		
45	17	CH-FD STAIRWELL		City Hall 2	M				1	BDM				1		
46	18	CH-RECORDS ENTRANCE		City Hall 2		S			1	BDM				1		
47	19	CH-RECORDS FILE ROOM		City Hall 2		S			1	BDM				1		
48	20	CH-PD STAIRWAY		City Hall 2	M				1	BDM				1		
49	21	CH-ARMORY		City Hall 2		S			1	BDM				1		
50	22	CH-CODES ENTRANCE		City Hall 2		S			1	BDM				1		
51	23	CH-West Wing Front Entrance		City Hall 2	M				1	BDM				1		
52	24	CH-West Wing Rear Entrance		City Hall 2	M				1	BDM				1		

City of Brentwood Door Schedule

Door Rec #	Door #	City Hall System	New or Existing	Controller	Lock Type				Installing Card reader	Card Reader Type			Installing locks	Utilizing Exiting Locks	Door Status	Request to exit
53	25	CH-City Managers Copy Room IDF	New			S			1	BDM			1		1	1
54	26	CH-Radio Room IDF	New			S			1	BDM			1		1	1
55	27	CH-Rear Maint Storage Room	New			S			1	BDM			1		1	1
56	28	CH- Finace IDF	New			S			1	BDM			1		1	1
57	29	CH-West Wing IDF	New			S			1	BDM			1		1	1
57		Totals	5		23	33	0	0	57	57	0	0	5	51	5	5

Door Rec #	Door #	City Hall System 1	New or Existing	Controller	Lock Type				Installing Card	Card Reader Type			Installing locks	Utilizing Exiting	Door Status	Request to exit
58	1	LIB-FRONT DOOR			M				1	BDM				1		
59	2	LIB-FRONT INTERIOR			M				1	BDM				1		
60	3	LIB-HALL DOOR						RS	1	BDM			1	1		
61	4	LIB-BATH HALL						RS	1	BDM			1	1		
62	5	LIB-OFFICE DOOR			M				1	BDM				1		
63	6	LIB-BACK DOOR						RS	1	BDM			1	1		
64	7	LIB-SERVER RM				S			1	BDM				1		
65	8	LIB-MEETING HALL-STORAGE				S			1	BDM				1		
66	9	LIB-CHILDRENS OFFICE-HALL				S			1	BDM				1		
67	10	LIB-TECH ROOM-OUTSIDE				S			1	BDM				1		
68	11	LIB-REF OFFICE			M				1	BDM				1		
69	12	LIB-REF.SUPERVISORS OFFICE				S			1	BDM				1		
70	13	LIB-COMUTER LAB				S			1	BDM				1		
71	14	Channel 19	New			S			1	BDM			1		1	1
72	15	Teen IT Closet	New			S			1	BDM			1		1	1
73	16	Electrical Room inside	New			S			1	BDM			1		1	1
74	17	Child Work room	New			S			1	BDM			1		1	1
17		Totals	4		4	10	0	3	17	17	0	0	7	13	4	4

Door Rec #	DOOR #	Service Center	New or Existing	Controller	Lock Type				Installing Card reader	Card Reader Type			Installing locks	Utilizing exiting locks	Door Status	Request to exit
75	1	SC-FD Rear			M				1	BDM				1		
76	2	SC-FD Hall			M				1	BDM				1		
77	3	SC-FD Living			M				1	BDM				1		
78	4	SC-FD Front			M				1		BDK			1		
79	5	SC-FD Weight			M				1	BDM				1		
80	6	SC-FD Interior			M				1	BDM				1		
81	7	SC-Serv Cntr Back Door			M				1	BDM				1		
82	8	SC-Serv Cntr Office Hall			M				1	BDM				1		
83	9	SC-Serv Cntr Front Door			M				1	BDM				1		
84	10	SC-SC Telem-Parks				S			1	BDM				1		
85	11	SC-SC South			M				1	BDM				1		
86	12	SC-New Exterior			M				1	BDM				1		
87	13	SC-Main Gate Entry LR					G		2			LR		1		
88	14	SC-Main Gate Exit LR					G		2			LR		1		
89	15	SC-Parking Lot Gate Entry			M				1	BDM				1		
90	16	SC-Parking Lot Gate Exit			M				1	BDM				1		
91	17	SC-New Hallway			M				1	BDM				1		
92	18	SC-Traffic Control			M				1	BDM				1		
93	19	SC-FD Side Bay Door			M				1	BDM				1		
94	20	SC-IDF Closet	New			S			1	BDM			1		1	1
95	21	SC-Traffic Operations office	New			S			1	BDM			1		1	1
96	22	SC-Annex Building North	New					RS	1	BDM			1		1	1
97	23	SC-Annex Building East	New					RS	1	BDM			1		1	1
98	24	SC-Annex Building South 1	New					RS	1	BDM			1		1	1
99	25	SC-Annex Building South 2	New					RS	1	BDM			1		1	1
25		Totals	6		16	4	2	4	27	22	1	4	6	19	6	6

Door Rec #	DOOR #	Station 2	New or Existing	Controller	Lock Type				Installing Card reader	Card Reader Type			Installing locks	Utilizing exiting	Door Status	Request to exit
100	1	STA2-Rear Entrance			M				1	BDM				1		
101	2	STA2-Sleep Area			M				1	BDM				1		
102	3	STA2-Interior T			M				1	BDM				1		
103	4	STA2-Rear Exterior			M				1	BDM				1		
104	5	STA2-Front Double Doors			M				1	BDM				1		
105	6	STA2-Side Exterior			M				1	BDM				1		
106	7	STA2-IT Closet in Day Room	New			S			1	BDM			1		1	1
7		Totals	1		6	1	0	0	7	7	0	0	1	6	1	1

Door Rec #	DOOR #	Safety Center & Station 4	New or Existing	Controller	Lock Type				Installing Card reader	Card Reader Type			Installing locks	Utilizing exiting locks	Door Status	Request to exit
107	1	FS4-Gate LR Entry					G		2			LR		1		
108	2	FS4-FD-Stairwell			M				1	BDM				1		
109	3	FS4-PD Patrol			M				1	BDM				1		
110	4	FS4-EMS-Outside Door			M				1		BDK			1		
111	5	FS4-FD-Rear Bay			M				1	BDM				1		
112	6	FS4-FD-Stairwe			M				1	BDM				1		
113	7	4-PD-Main Front Door			M				1	BDM				1		
114	8	FS4-FD-Front Entrance			M				1	BDM				1		
115	10	FS4-FD-Bay ENT			M				1	BDM				1		
116	11	FS4-FD-Bay INT			M				1	BDM				1		
117	12	FS4-FD-Bay INT			M				1	BDM				1		
118	13	FS4-Dare Office	New			S			1	BDM			1		1	1
119	14	FS4- IT Closet Lt. Quarters	New		M				1	BDM			1	1	2	1
120	15	FS4-Fire Dept Training Door	New		M				1	BDM			1		1	1
14		Totals	3		12	1	1	0	15	12	1	2	3	12	4	3

Door Rec #	DOOR #	Ravenwoods	New or Existing	Controller	Lock Type				Installing Card reader	Installing locks	Card Reader Type			Utilizing exiting locks	Door Status	Request to exit
121	1	Gate						G	1				LR			
1		Totals			0	0	0	1	1		0	0	1			

Brentwood City Commission Agenda

Meeting Date: 02/24/2020

Approval to Donate Surplus Video Equipment to Brentwood High School

Submitted by: Michele Kramer, Technology

Department: Technology

Information

Subject

Approval to Donate Surplus Video Equipment to Brentwood High School

Background

The City recently upgraded the video equipment to record and play back commission meetings. The original equipment was purchased in 2007 for approximately \$13,000. It is no longer needed by the City.

Under State law, this property and equipment must be disposed of by sealed bid or at an advertised public auction (including on-line auctioning) unless transferred or donated to another government. The Technology Department would like to donate the equipment to Brentwood High School to be used by the television and audio visual department. This equipment will assist them with broadcasting their programming on Comcast's channel 9 in Williamson County.

Please contact the Technology Director with any questions.

Staff Recommendation

Staff recommends approval to surplus old Leightronix equipment by donating to Brentwood High School.

Fiscal Impact

Attachments

BHS E-Mail

From: [Ronnie Adcock](#)
To: [Allman, John](#)
Subject: Brentwood High video equipment
Date: Thursday, May 31, 2018 4:54:53 PM

Warning: External Email – Do not click any links or open any attachments unless you trust the sender and know the content is safe.

Hi John,

Ronnie Adcock here from Brentwood High. I was just checking to see if there was any update on the Leightronix video switcher you were hoping to donate and install later this summer? I believe you said you planned to order your new equipment in early July then help us after yours is installed.

Any update is appreciated.

Thank you,
Ronnie Adcock
Brentwood High TV & Film
CTE Department Chairman
(615) 472-4234
ronniea@wcs.edu

Brentwood City Commission Agenda

Meeting Date: 02/24/2020

Ordinance 2020-02 Authorizing the Acquisition of 52 (+/-) Acres Located on Old Smyrna Road

Submitted by: Kirk Bednar, Administration

Department: Administration

Information

Subject

Ordinance 2020-02 - Authorize The Acquisition Of 52 (+/-) Acres Located On Old Smyrna Road Through Approval of a Contract for Sale of Real Estate Among Sensing Enterprises (“Seller”), The Conservation Fund (“Purchaser”), and the City, and by Acceptance of Assignment of The Conservation Fund’s Obligations as Purchaser Under Said Agreement

Background

The accompanying Ordinance 2020-02, if approved by the Board of Commissioners, will authorize the purchase by the City of 52 (+/-) acres which is a portion of the property along Old Smyrna Road commonly referred to as Windy Hill Farm (see attached area map). The ordinance will authorize the City to enter into a Contract for Sale with Sensing Enterprises and The Conservation Fund, and it will also authorize the City's acceptance of the assignment of The Conservation Fund's obligations as Purchaser pursuant to the Contract.

As background, the City Manager was originally approached in early 2019 by representatives of the Sensing family about their future plans for the entire approximately 90 acre Windy Hill Farm property and whether the City had any interest in purchasing all or a portion of the property for use as a City park. The land is located south of Old Smyrna Road at its intersection with Jones Parkway. The overall property is currently used for agricultural purposes and includes the Windy Hill home which was built in 1825 and is listed on the national historic register.

The Sensing family has a genuine desire to see the land preserved permanently while, at the same time, receiving a fair economic return without requiring the property to be developed into another subdivision. At the outset of discussion, City staff was clear that the City did not have an interest in acquiring the historic home or the primary farm-related structures and outbuildings. Instead, our interest was primarily in the open pasture areas that would be suitable for passive park development. As a result, the Sensing family is planning to place the remaining

property not under consideration for purchase by the City in a conservation easement and market that property for sale to a third party for continued use as a residential home and associated farming activities. For the past several months, the staff and family have been working with representatives of The Conservation Fund (TCF), a national nonprofit organization committed to land preservation and facilitating acceptable agreements between interested parties.

At this time, the staff believes that a fair and acceptable agreement for all parties is in place to allow this land purchase to move forward. We believe the proposed land acquisition is in keeping with the policy goals in the Brentwood 2030 Plan for development of a park in a currently underserved area of the City and, if approved, would increase the amount of City owned park land from 966 acres to 1,018 acres.

The advantages of the proposed land purchase are summarized below followed by the major components of the land purchase agreement. In addition, a map is attached that identifies the general location of the land, which will be subject to minor adjustment with the completion of the land survey.

Advantages of Land Purchase

1. Acquisition of the land allows the City to increase the amount of quality, permanent open space in the community in an underserved area of town that is directly accessible to multiple established residential neighborhoods consisting of over 1,900 homes.
2. With the eventual build-out of the City and ever-increasing land values, purchase of the land now while it is still available for preservation makes long-term financial sense.
3. While the City is only acquiring a portion of the full property, the family's intent to place a conservation easement on the remainder of the property ensures permanent preservation of the entire property and the historically significant home.
4. The Old Smyrna Road corridor is a designated historic corridor that the City wishes to see remain rural in character. This property is the only remaining undeveloped property along this historic corridor that is currently zoned R-2, which would allow for development at a one unit per acre density level. All other properties along the historic corridor are zoned AR, which requires a minimum one unit per three acres density.

Major Components of the Land Purchase

1. Of the approximately 90 acres known as Windy Hill Farm, the City will purchase 52 (+/-) acres consisting primarily of the open pasture land to the

west and south of the historic home and associated farm buildings and pond. The location of the proposed acreage is shown on the attached map.

2. Based upon the results of an independent appraisal, the purchase price will be \$100,000/acre, with the final acreage amount to be determined by a survey that establishes an agreed upon boundary between the area to be purchased by the City and the remainder of the property.
3. The Sensing family will maintain ownership of the remaining portion of Windy Hill Farm with the intent of placing a conservation easement on the property and selling it to a third party in a private transaction.
4. An initial payment of one-half of the final purchase price (estimated at \$2.6 million assuming a total purchase price of \$5.2 million for 52 acres) will be made by the City before June 30, 2020 in FY 2020 and the final payment for the remainder of the purchase price will be made in January 2021.
5. Due to the strong financial position of the City, the initial payment in FY 2020 will be funded from surplus reserves in the fund balance of the General Fund. This will reduce the fund balance from \$40.7 million to \$38.1 million which, at 95% of the \$40.3 million FY 2020 General Fund operating budget, is well above the minimum 40% in the City's budget management policies. The final payment will come from an additional \$1 million in General Fund reserves in FY 2021, \$1.45 million in County Adequate Facilities Tax funds, and \$150,000 in funds raised by the non-profit Brentwood Green Space organization.
6. The City will be responsible for any applicable roll back property taxes (estimated at \$50,000), and will seek reimbursement from TDEC for the rollback taxes as provided for in state law. Note that this same arrangement was applied in the Smith Park property purchase.
7. The Conservation Fund (TCF) will facilitate the land transaction by entering into an agreement with the Sensing family to purchase the property. TCF will, in turn, assign its rights and obligations to the City, and title to the 52 (+/-) acres to the City on or before closing date.
8. Prior to closing, the City will undertake at its expense the survey of property, a Phase I environmental assessment, and title search. Any significant title or environmental discrepancies found that cannot be rectified immediately by the Sensings will allow the City the right to cancel the land agreement. The City will also purchase title insurance to protect the City in case there is a third party claim or dispute of ownership to a portion of the property after purchase.
9. TCF has assisted the City in the preparation of the legal documents (acceptable to the City Attorney) for the land sale/purchase agreement.
10. To recognize the history of the property and the Sensing family's stewardship of it for 45 years, the City has committed in the agreement to name the new park "Windy Hill Park."
11. The City agrees to a restriction that limits the new property to public use and prevents the City from selling the property to a private party. The restriction does not preclude a future sale or transfer of the property to another public entity.

12. The agreement also provides that the use of the property shall be for a passive public park to include such uses as bike and pedestrian trails, playground, open natural areas, and associated uses such as bathroom facilities. Development of athletic fields for organized sports activities would be prohibited and lighting would be limited to parking areas and consistent with dark sky requirements.
13. The City agrees to limit motorized use of trails to maintenance and emergency vehicles.
14. The City agrees to construct a fence along the boundary between the park and the remaining Windy Hill Farm property where a fence does not exist today. Also, the City agrees to plant a landscape screen/buffer along the boundary line in areas where existing landscaping does not exist today.
15. The City agrees not to construct any new structures within 50 feet of the new common property line west of the creek running through the property or within 100 feet of the new common property line east of the creek. When the Master Plan is developed, the City will also try to keep trails at least these same distances away from the common property line if at all possible.
16. The City agrees to allow for two pedestrian access points from the remaining portion of the property to the park property that can be secured by the owner of the remaining property.
17. The City agrees that at the time the property is developed and opened for public use, there shall be installed a marker to acknowledge the Sensing family history on the property and its part in preserving the property for permanent public use.

The City is fortunate that its conservative financial management over the years will allow us to undertake this important project with no property tax increase while maintaining a strong financial position for the General Fund. Just as in the past when the City took the bold steps to purchase 160 acres for what is now Crockett Park and 400 acres for what is now Smith Park, now is the right time to buy land of this quality and quantity while it is still available. It will be too late 10-20 years from now to find land of this quality, size, and location for permanent preservation as public open space.

If the purchase is approved, the City will assume some initial costs associated with basic property upkeep estimated at \$15,000 annually, plus some one-time costs in FY 2021 for fencing and boundary landscaping. It is expected that full development of the property as a park will not occur for several years given other capital improvement priorities of the City in the next few years.

If Ordinance 2020-02 is approved on First Reading, the proposed park will be presented to the Park Board and Planning Commission on March 2, 2020 for formal review and recommendations to the City Commission. Second and final reading of the Ordinance is scheduled for the March 9, 2020 Board meeting. Closing on the land transaction is scheduled on or before June 24, 2020.

Please contact the City Manager if you have any questions.

Staff Recommendation

Staff recommends approval of Ordinance 2020-02.

Fiscal Impact

Amount : \$5.2 Million

Source of Funds: Various

Account Number: Various

Fiscal Impact:

The purchase price is estimated at \$5.2 million based upon a price of \$100,000 per acre and assuming the area to be purchased equals 52 acres. The actual area may be slightly more or less than 52 acres based on a final survey of the agreed upon boundary line, so the final purchase price will be adjusted accordingly. The source of funds is proposed to be a combination of General Fund reserves, County Adequate Facilities Tax revenues, and private funding raised by Brentwood Green Space. The purchase amount will be split into two equal payments - one in FY 2020 at the time of closing and one in FY 2021 to be paid in January 2021.

In addition to the purchase price, the City will incur additional miscellaneous costs associated with survey work, environmental assessments, title insurance, and other related closing costs. These costs are estimated to be less than \$100,000 collectively, and will be accounted for in the FY 2020 Capital Projects Fund budget through available unallocated funds.

Attachments

Ordinance 2020-02

DRAFT Contract for Sale

Proposed Property Purchase Area

Area Map

Property Boundary Setback Exhibit

Property Appraisal

ORDINANCE 2020-02

AN ORDINANCE OF THE CITY OF BRENTWOOD, TENNESSEE TO AUTHORIZE THE ACQUISITION OF 52 (+/-) ACRES LOCATED ON OLD SMYRNA ROAD THROUGH APPROVAL OF A CONTRACT FOR SALE OF REAL ESTATE AMONG SENSING ENTERPRISES (“SELLER”), THE CONSERVATION FUND (“PURCHASER”), AND THE CITY, AND BY ACCEPTANCE OF ASSIGNMENT OF THE CONSERVATION FUND’S OBLIGATIONS AS PURCHASER UNDER SAID AGREEMENT

WHEREAS, Sensing Enterprises have entered into a contract (hereinafter, the “Contract”) with The Conservation Fund and the City pursuant to which Sensing Enterprises will sell a portion of the historic “Windy Hill” property, containing approximately 52 acres, (hereinafter, the “Property”) to The Conservation Fund; and

WHEREAS, the Contract provides that The Conservation Fund intends to assign its duties as Purchaser under the agreement to the City of Brentwood, and that the Property will be used primarily for park purposes;

WHEREAS, the Board of Commissioners desires to accept such rights and obligations of the Contract and to assume ownership of the Property.

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

SECTION 1. That the Mayor is hereby authorized to execute the Contract among the City, Sensing Enterprises, and The Conservation Fund, a copy of said agreement being attached hereto and made a part of this Ordinance by reference.

SECTION 2. That the Mayor is hereby authorized to execute any and all instruments as may be necessary to complete the assignment of the Contract and the transfer of the Property to the City of Brentwood, subject to the review and approval of such instruments by the City Attorney.

SECTION 3. That this ordinance shall take effect from and after its final passage, or fifteen days after its first passage, whichever occurs later, the general welfare of the City of Brentwood, Williamson County, Tennessee, requiring it.

PASSED:	1st reading	_____	PLANNING COMMISSION	_____
	2nd reading	_____	NOTICE OF PASSAGE	
			Notice published in:	_____
PUBLIC HEARING			Date of publication:	_____
	Notice published in:	_____		
	Date of publication:	_____		
	Date of hearing:	_____	EFFECTIVE DATE	_____

MAYOR Rhea E. Little, III

RECORDER Holly Earls

Approved as to form:

CITY ATTORNEY Kristen L. Corn

CONTRACT FOR SALE OF REAL ESTATE

Seller understands that Seller should not rely on any information (written or verbal) received from Purchaser as to tax, legal, and property valuation matters associated with this transaction. Purchaser recommends that Seller consult with competent, independent professional tax and legal advisors of Seller's own choosing regarding this transaction.

T**HIS CONTRACT FOR SALE OF REAL ESTATE** (the "Agreement") is entered in to this ____ day of _____ 20__, by and between **SENSING ENTERPRISES** whose address is 3817 Bedford Ave., Suite 220, Nashville, Tennessee 37215 (the "Seller") and **THE CONSERVATION FUND**, a Maryland non-profit corporation with an office at 1655 N. Fort Myer Drive, Suite 1300, Arlington, Virginia 22209 (the "Purchaser") and the City of Brentwood, Tennessee, a municipal corporation with an office at 5211 Maryland Way, Brentwood, Tennessee 37027 (the "City"). The "Effective Date" of this Agreement shall be the last date signed by either party.

The Agreement

1. **PROPERTY.** Seller agrees to sell and Purchaser agrees to buy, on the terms and conditions set forth in this Agreement, that parcel of land containing 52+/- acres, located in the County of Williamson, State of Tennessee as shown on Exhibit "A" (the "Land") attached hereto, including, without limitation, (i) any and all buildings, improvements, and fixtures situated thereon, (ii) any and all crops and timber growing thereon, (iii) any and all surface or subsurface sand, gravel, oil, gas, mineral geothermal, or mineral rights, and any stockpiled sand, gravel, or minerals, (iv) any and all appurtenant or associated water rights, including any and all well, spring, reservoir, storage, domestic, irrigation, irrigation equipment and facilities, subirrigation, livestock water, or ditch rights of any type, including all shares or certificates of any type in ditch or water delivery companies or associations, (v) all other surface and subsurface rights, any and all other permits, hereditaments, easements, recorded rights of access, historic rights of access, incidents, and appurtenances belong thereto (collectively, with the "Land", referred to as the "Property"). The parties understand and agree that the Seller is placing a conservation easement on an approximately forty (40) acre tract of land adjacent to the Property ("Retained Parcel").
2. **EARNEST MONEY DEPOSIT.** Within seven (7) business days of the execution of this Agreement, Purchaser shall deliver the sum of FIFTY THOUSAND DOLLARS (\$50,000) (the "Deposit") in escrow

with Cool Springs Law Firm, 5115 Maryland Way, Suite 100, Brentwood, Tennessee 37027, Attn: J. Todd Moore, Phone: (615) 290-5355 (the "Escrow Agent") as escrow agent to be held in an interest bearing account. The earnest money deposit and the interest earned on the deposit are referred to as the "Deposit". The Deposit shall become non-refundable in the event the conditions described herein for the benefit of Purchaser are satisfied or are waived by Purchaser. If and when Closing occurs, the Deposit shall be applied to the Purchase Price of the Property.

3. **PURCHASE PRICE.** The purchase price for the Property, including the Deposit, shall be FIVE MILLION TWO HUNDRED THOUSAND DOLLARS (\$5,200,000) (the "Purchase Price"), provided that the Purchase Price shall be subject to adjustment according to the actual acreage conveyed to Purchaser, pursuant to section 3.1 herein. At Closing, fifty percent (50%) of the Purchase Price, less the Deposit, shall be paid to Seller by Purchaser in cash, certified funds, or by wire transfer of federal or other immediately available funds. For the remaining balance Purchaser shall execute a promissory note in the amount of the remaining fifty percent (50%) of the Purchase Price bearing no interest which shall be due and payable before 5:00 PM, Prevailing Central Time, January 31, 2021. The obligation will be secured by a Tennessee form deed of trust reasonably acceptable to the parties and secured by the land which is the subject of this Agreement.

3.1 Survey; Adjustment of Purchase Price. The exact acreage of the Property shall be determined by a survey to be ordered by Purchaser, at its expense. The survey shall be performed by a licensed Tennessee surveyor. Purchaser shall pay to Seller the sum of \$100,000 multiplied by the exact number of acres as determined by the survey which sum shall then become the Purchase Price. The survey shall provide an exact legal description of the Property and shall be utilized in the deed of conveyance to Purchaser and enable the Title Company to issue an owners title insurance policy without exception as to matters of survey.

4. **CLOSING DATE.** The closing of the transaction contemplated hereunder (the "Closing") shall be held at the office of the Escrow Agent on or before June 24, 2020 (the "Closing Date"). Possession shall be delivered to Purchaser as of the date of Closing.
5. **SATISFACTORY INSPECTION AND REVIEW.** The Seller and Purchaser expressly covenant and agree that Purchaser's and City's satisfaction upon the review and inspection provided for herein is a specific condition precedent to the obligation of Purchaser to purchase the Property. Purchaser and City shall have a period in which to review the documents, including the conservation easement

for the Retained Parcel, and to make the inspections described below. The period of inspection (the "Inspection Period") shall terminate on the earlier of: (i) Receipt by Seller of notice from Purchaser or City that the Property is suitable for purchase; or (ii) Midnight, prevailing Central Time, on May 1, 2020.

5.1 Documents; Evidence of Title. Not later than five (5) days after the Effective Date, Purchaser or City shall request from Chicago Title Insurance Company (the "Title Company"): (a) a title commitment issued by the Title Company, together with legible copies of the deed or deeds by which Seller holds title to the Property, legible copies of any instruments listed in the legal description for the Property, and legible copies of all exceptions to title, pursuant to which the Title Company shall issue to Purchaser or City a standard coverage owner's policy of title insurance, including "gap" and mechanic's lien coverage, insuring title to the Property, including legal access, as of the Closing Date in the amount of the Purchase Price, (b) a Certificate of Taxes Due evidencing that the current installment of all taxes owing on the Property have been paid in full; and (c) a copy of the current and previous year's Notice of Assessment, or other satisfactory evidence of the current and previous year's assessed value and assessment category for the Property. To the extent in Seller's possession, Seller shall, at Seller's expense, provide to Purchaser copies of any surveys or maps of the Land, plans relating to the building improvements, and studies and reports regarding the soils, water, or environmental condition on or under the Land.

5.2 Due Diligence, Inspection; Right of Entry. Purchaser or City, at reasonable times after reasonable prior notice, at its sole cost and expense (except as otherwise provided herein), and for its sole use, shall have the right to enter upon the Property for mapping, surveying, physical and environmental inspections, conducting appraisals, and other reasonable purposes related to the transaction contemplated hereunder. To the extent permitted by law, Purchaser and City hereby indemnifies and holds harmless Seller from and against any and all claims, liens, damages, losses, and causes of action which may be asserted by Purchaser, City or Purchaser's and City's employees, agents, or any third party who enters upon the Property or conducts tests related to the Property at the request of or on behalf of Purchaser or its agents, provided that such indemnification and hold harmless shall not apply to claims arising out of the willful or wanton conduct of Seller.

6. **ELECTION AT THE END OF THE INSPECTION PERIOD.** During the Inspection Period and prior to Closing, Purchaser and City may review all documents or information described herein or pertaining to the Property, and make the above-described physical and environmental inspections, applications, reviews, studies, appraisals, evaluations or surveys required to satisfy itself as to the acceptability and suitability of the Property for purchase. Should, for any reason or no reason and in its sole discretion, Purchaser or City not be satisfied that the Property is acceptable or suitable, they shall notify Seller in writing on or before the expiration of the Inspection Period of its dissatisfaction, at which time the Deposit shall be promptly returned to Purchaser, save and except the sum of \$100, which will be released to Seller as independent consideration for the Inspection Period and Purchaser's right to terminate this Agreement, and then this Agreement shall be considered null and void and of no further force and effect and; provided, however, if the objections of Purchaser or City are to title or other defects that Seller can reasonably cure within a sixty (60) day period following the receipt of notice, Seller shall have such period to cure such defects to the reasonable satisfaction of Purchaser and City. Purchaser and City shall, at any time, have the right to waive the conditions precedent to its performance under this Agreement before the end of the Inspection Period and if Purchaser and City elect to waive the conditions precedent to its performance and to terminate the Inspection Period, this Agreement will remain in full force and effect and the Deposit shall become non-refundable except as otherwise provided herein. Failure of Purchaser or City to notify Seller of its dissatisfaction prior to the expiration of the Inspection Period shall be deemed a waiver of this condition precedent and acceptance of the Property as suitable for purchase. Upon termination of the Agreement, Purchaser and City agree to return to Seller all data previously delivered to Purchaser under the terms of this Agreement.
7. **CLOSING DOCUMENTS.** At Closing, Seller shall execute and deliver to Purchaser or its assigns a good and sufficient general warranty deed in a form acceptable to Purchaser, conveying good marketable and insurable title to the Property, including access for any and all purposes to the Property, free and clear of all liens, encumbrances and other exceptions, except such easements, restrictions and other exceptions as are of record and are approved by Purchaser and City during the Inspection Period.
8. **CONDITION OF THE PROPERTY, REPRESENTATIONS.**

- 8.1 Seller is the record owner of the Property to be conveyed hereunder. Upon the Closing Date, Purchaser will have good, marketable and insurable title, including insurable access to all portions of the Property.
- 8.2 There are no actions, suits, proceedings or investigations pending or, to Seller's knowledge threatened, against or affecting the Property, or arising out of Seller's conduct on the Property or which would affect the ability of Seller to fulfill its obligations under this Agreement.
- 8.3 To Seller's knowledge, without investigation or inquiry, Seller is in substantial compliance with the laws, orders, and regulations of each governmental department, commission, board, or agency having jurisdiction over the Property in those cases where noncompliance would have a material adverse effect on the Property.
- 8.4 Seller is not party to nor subject to or bound by any agreement, contract, or lease of any kind relating to the Property.
- 8.5 The Property, to Seller's knowledge, is not in violation of any federal, state, or local law, ordinance, or regulation relating to environmental conditions on, under, or about the Property, including, but not limited to, soil and groundwater conditions, and the environmental condition of the Property is consistent that of property subject to general agricultural use. Neither Seller nor, to the best of Seller's knowledge, any third party, has used, generated, manufactured, refined, produced, processed, stored or disposed of on, or under the Property or transported to or from the Property any Hazardous Materials nor does Seller intend to use the Property prior to closing date for the purpose of generating, manufacturing, refining, producing, storing, handling, transferring, processing, or transporting Hazardous Materials, all except for instances consistent with general agricultural use. For the purposes hereof, "Hazardous Materials" shall mean any flammable explosives, radioactive materials, asbestos, petroleum, organic compounds known as polychlorinated biphenyls, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances or related materials, including, without limitation, any substances defined as or included in the definition of "hazardous substances", "hazardous material" or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, et seq., the

Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., or any other federal, state or local statute, law, ordinance, code, rule, regulation, order, decree or other requirement of governmental authority regulating, relating to or imposing liability or standard of conduct concerning any hazardous, toxic or dangerous substance or material, as now or at any time hereafter in effect, and in the regulations adopted, published and/or promulgated pursuant to said laws. To Seller's knowledge, there are no underground storage tanks situated in the Property nor have such tanks been previously situated thereon.

- 8.6 No representation, warranty, or statement made herein by Seller contains any untrue statement of any material fact or omits to state any material fact necessary in order to make such representation, warranty, or statement not misleading.
- 8.7 Seller is duly authorized and has taken all necessary actions to execute and perform this Agreement and this Agreement is enforceable against Seller in accordance with its terms.
- 8.8 Purchaser represents and warrants to Seller, as of the date hereof and at Closing, that:
- (a) Purchaser is a Maryland non-profit corporation and has all necessary corporate authority to enter into this Agreement. Subject to Section 19, this Agreement has been duly authorized and executed by Purchaser and Purchaser has full power and authority to consummate the transaction described herein, and the persons executing this Agreement and all instruments to be delivered to Seller at Closing on behalf of Purchaser are fully authorized to do so, have the power to bind Purchaser and to so act on Purchaser's behalf. This Agreement constitutes a valid and legally binding obligation of Purchaser, enforceable in accordance with its terms.
- (b) Execution and performance of this Agreement, and the consummation of the transactions contemplated hereby, will not result in any breach or violation of any of the terms or the provisions of or constitute a default under, any indenture, deed of trust, mortgage, note, declaration of covenants, or other agreement or instrument by which Purchaser is or will be bound.
- (c) Neither the entering into of this Agreement nor the consummation of the transaction herein described will constitute or result in a violation or breach by Purchaser of any judgment, order, writ, injunction or decree issued against or imposed upon it, or will result in a violation of any applicable law, order, rule or regulation of any governmental authority.

9. **INDEMNIFICATION.** Seller agrees to indemnify and hold harmless Purchaser and City, their successors by operation of law, and assigns against and in respect of, any and all damages, claims, losses, liabilities and expenses, including without limitation, reasonable legal, accounting, consulting, engineering and other expenses, which may be imposed upon or incurred by the Purchaser, Purchaser's successors by operation of law or assigns, by any other party or parties (including, without limitation, a governmental entity), arising out of or in connection with the Seller's use, ownership, and operation of the Property through the Closing Date and/or any "Hazardous Materials" situated therein as of or prior to the Closing Date hereof, including the exposure of any person to any such "Hazardous Materials", or exposure resulting from activities of Seller. This indemnity shall survive the closing of this transaction, and shall be in addition to Seller's obligation for breach of any representation or warranty.
10. **TAXES.** Seller shall pay all general taxes and assessments for the Property for the years prior to Closing, not including any so-called "Rollback" or "Recapture" taxes which may become due upon transfer of the Property, which, if due, shall be paid for by Purchaser. Seller shall pay all general and special taxes, assessments, fees and charges of any type (including without limitation, any for water, sewer, irrigation and special districts), for the Property for the current year and all years prior to Closing. At Closing, Real Property taxes and assessments and other taxes and assessments shall be prorated as of the date of Closing based on the most recent ascertainable tax or other bill or the current assessment of the Property.
11. **PRESERVATION OF PROPERTY; RISK OF LOSS.** Except as otherwise set forth herein, Seller agrees that the Property shall remain as it now is until Closing, that no timber, crops (except in the normal course of agricultural or ranching operations), sand, gravel, minerals, improvements or any other part of the Property shall be sold or removed from the Property, and that Seller shall neither use nor consent to any use of the Property for any purpose or in any manner which would adversely affect Purchaser's intended use of the Property as a conservation area or similar use. This covenant expressly precludes any timber cutting on the Property. In the event Seller shall use or consent to such use of the Property, Purchaser may, without liability, refuse to accept the conveyance of title, in which event the Deposit shall be refunded; or it alternatively may elect to accept the conveyance of title to the Property or any portion thereof, in which case there shall be an equitable adjustment of the Purchase Price based on the change in circumstances and/or maintain an action against Seller for damages.

12. **COSTS AND FEES.** Property transfer tax(es) shall be paid according to Tennessee law. The premium for title insurance policy described herein and recording costs shall be paid by Purchaser. All other Closing costs shall be paid by Purchaser. Each party shall be responsible for its own attorneys' fees.
13. **LIQUIDATED DAMAGES; DEFAULT.**
- 13.1 Seller's Remedies. In the event that: (i) all of the conditions to this Agreement for the benefit of Purchaser shall have been satisfied, or waived by Purchaser; and (ii) Seller shall have fully performed or tendered performance of its obligations under this Agreement, and (iii) Purchaser shall be unable or shall fail to perform its obligations under this Agreement, then the entire amount of the Deposit may be retained by Seller as liquidated damages under this Agreement, and Purchaser shall have no further liability to Seller if Seller elects this remedy. Purchaser and Seller hereby acknowledge and agree that Seller's damages would be difficult or impossible to determine and that the amount of the Deposit is the parties' best and most accurate estimate of the damages Seller would suffer in the event the transaction provided for in this Agreement fails to close, and is reasonable under the circumstances existing as of the date of this Agreement. In the alternative, Seller may elect to seek specific performance of this Agreement by City. The parties agree that Seller may only seek specific performance against the City (and not the Purchaser) requiring City to purchase the Property if Seller has executed and recorded the conservation easement for the Retained Parcel before Closing. In any event, Seller shall have the right to seek and recover from Purchaser and City all damages suffered by Seller as a result of Purchaser's default in the performance of its obligations hereunder.
- 13.2 Purchaser's Remedies. If Seller shall fail to consummate the transaction contemplated hereunder for any reason, or if such transaction shall fail to close for any reason other than default by Purchaser, Purchaser may elect to request a return of its Deposit and then this Agreement shall be terminated; or (ii) to proceed against Seller for specific performance of this Agreement. In any event, Purchaser and City shall have the right to seek and recover from Seller all damages suffered by them as a result of Seller's default in the performance of its obligations hereunder.

14. **NOTICES.** All notices required or permitted hereunder will be deemed to have been delivered upon sending of such notice. All notices required or permitted hereunder shall be given by hand delivery, sent by email followed by US Mail, or sent by Federal Express or other courier, directed as follows, or to such other address as either party may designate by giving notice to the other party as provided herein:

If to Seller: Sensing Enterprises
3817 Bedford Ave., Suite 220
Nashville, Tennessee 37215
Phone: (615) 456-4562
Email: ben@sensingventures.com

If to Purchaser: The Conservation Fund
77 Vilcom Center Drive, Suite 340
Chapel Hill, North Carolina 27514
Attn: Paul F. Hurt, Esquire
Phone: (703) 525-6300/Fax: 4610
Email: phurt@conservationfund.org

If to City: CITY OF BRENTWOOD
Attn: Kristen Corn, City Attorney
5211 Maryland Way
P.O. Box 788
Brentwood, Tennessee 37024-0788
Fax: (615) 577-6107

15. **MISCELLANEOUS.**

- 15.1 Broker's Commission. Seller and Purchaser each hereby represents and warrants to the other that it has not dealt with any broker, finder or salesman in the negotiation of this Agreement or otherwise with regard to this transaction. To the extent permitted by law, each party shall indemnify, defend, and hold harmless the other party against any commissions or fees due or claimed to be due by virtue of the execution or Closing of this Agreement, the obligation or asserted claim for which arises from actions taken or claimed to be taken by or through the indemnifying party.
- 15.2 Affidavit. At or prior to Closing, Seller shall furnish to Purchaser a duly executed Affidavit of Non-Foreign Status (the "Affidavit") in the form attached to this Agreement as Exhibit "B".

Seller hereby declares and represents to Purchaser that Seller is not a "foreign person" for purposes of withholding of federal tax as described in such Affidavit.

- 15.3 Assigns. Purchaser may assign its rights and obligations as Purchaser under this Agreement to the City by entering into a duly executed Assignment of Contract, wherein the assignee assumes all of the obligations of Purchaser hereunder. Upon entry into such Assignment of Contract, Purchaser shall be relieved of all liability and obligations of Purchaser under this Agreement, arising from and after the date of the Assignment of the Contract. Seller acknowledges that approval by the City requires passage of an ordinance on two readings. Upon the assignment of this Agreement as contemplated by this section, the term "Purchaser", as used here, shall mean the City, Tennessee. Thereafter, all notices to Purchaser shall be directed to :

CITY OF BRENTWOOD
Attn: Kristen Corn, City Attorney
5211 Maryland Way
P.O. Box 788
Brentwood, Tennessee 37024-0788
Fax: (615) 577-6107

Purchaser may also require that the Seller directly deed the Property to an alternative identified entity or organization including, but not limited to, the City and Seller hereby consents to such assignment.

Without limiting the generality of the foregoing, the Purchaser's right to assign its rights and obligations under this Agreement shall specifically include the Purchaser's right to assign this Agreement to Sustainable Conservation, Inc., a supporting organization of The Conservation Fund under Internal Revenue Code Section 509(a)(3) ("SCI") or other subsidiary organization related to the Purchaser and organized for conservation purposes or to otherwise direct the Seller to convey title to SCI or other related subsidiary organization.

- 15.4 Binding Effect. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of Seller's heirs, executors, administrators, successors, and assigns.
- 15.5 Exhibits. The exhibit(s) hereto constitute an integral part of this Agreement and are incorporated herein by reference.

- 15.6 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. All facsimile or electronic transmissions of this Agreement shall be deemed original signatures for all purposes.
- 15.7 Severability. If any provision of this Agreement shall be held invalid, the other provisions hereof shall not be affected thereby and shall remain in full force and effect.
- 15.8 Entire Agreement. This Agreement represents the entire agreement of the parties and may not be amended except by a writing signed by each party thereto.
- 15.9 Authority. Each party to this Agreement warrants to the other that, subject to Section 19, the respective signatories have full right and authority to enter into and consummate this Agreement and all related documents.
- 15.10 Merger. The obligations, covenants, representations, warranties, and remedies set forth in this Agreement shall not merge with transfer of title but shall remain in effect during the period of the ownership of the Property by Purchaser.
- 15.11 Further Actions. Each party shall execute and deliver or cause to be executed and delivered any and all instruments reasonably required to convey the Property to Purchaser and to vest in each party all rights, interests, and benefits intended to be conferred by this Agreement.
- 15.12 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state or commonwealth in which the Property is situated.
- 15.13 Offer. When signed and delivered to the Seller by Purchaser, this Agreement will constitute an offer to the Seller that can be accepted only by the Seller signing and delivering to Purchaser an executed original of this Agreement on or before (but not after) _____, 20____. Purchaser may withdraw such offer in writing at any time prior to its acceptance.
- 15.14 Labor and Material; Existing Leases. Seller will execute and deliver to the Title Company at Closing a Mechanic's Lien Affidavit and Indemnity and such other documents and information as may be required by the Title Company to obtain deletion of the standard preprinted exception pertaining to mechanic's liens from Purchaser's policy of title insurance.
- 15.15 1099 Reporting. The Title Company is designated as the party responsible for filing a Form 1099 with the Internal Revenue Service promptly after Closing, to the extent required by the Internal Revenue Code and Treasury Regulations.

- 15.16 Improvements; Delivery of Property. All improvements, including, but not limited to, dwellings, outbuildings, barns, sheds, etc., shall be vacant and broom clean. Seller shall be responsible for the removal of all items left on the Property, which Purchaser does not want or which the Purchaser wishes to have removed. The improvements shall be subject to an inspection by Purchaser and/or its contractors or representatives prior to Closing. The parties acknowledge that Seller is conveying the Property and improvements thereon "AS-IS."
16. **SATURDAYS, SUNDAYS, HOLIDAYS.** If the final date of any time period of limitation set out in any provision of this Agreement falls on a Saturday, Sunday or a legal holiday under the laws of the state in which the Property is situated, then the time of such period shall be extended to the next day which is not a Saturday, Sunday or legal holiday.
17. **WAIVERS OF APPLICATION OF TITLE 42 U.S.C.A. SECTION 4601 AND/OR JUST COMPENSATION UNDER APPLICABLE STATE STATUTES.** Purchaser may assign this Agreement and its rights as Purchaser hereunder including the Deposit by written assignment to a governmental agency or entity, which assumes the obligations of Purchaser hereunder. Seller hereby waives any right to demand fair market value for the Property. In addition, recognizing that this Agreement is made in order to procure lands for public ownership and that condemnation will not be used in any way as part of this transaction or in securing the Property, Seller hereby knowingly waives any potential right to receive compensation for the Property consistent with the requirements of either (i) Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601, et seq. (Public Law 91-646, as amended) including those provisions relating to incidental expenses incurred by Seller and/or (ii) applicable state statutes and regulations. Seller makes this waiver knowing that a governmental agency or entity will ultimately own the Property and/or that a governmental agency or entity may be an assignee of this Agreement.
18. **COMPLIANCE WITH FEDERAL LAW.** Each party hereby represents and warrants to the other that (A) neither the party making the representation, nor any persons or entities holding any legal or beneficial interest whatsoever in the party making the representation, are (i) the target of any sanctions program that is established by Executive Order of the President or published by the Office of Foreign Assets Control, U.S. Department of the Treasury ("OFAC"); (ii) designated by the President or OFAC pursuant to the Trading with the Enemy Act, 50 U.S.C. App. § 5, the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701-06, the Patriot Act, Public Law 107-56,

Executive Order 13224 entitled "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism" (September 23, 2001) or any executive order of the President issued pursuant to such statutes; or (iii) persons or entities with whom U.S. persons or entities are restricted from doing business under regulations of OFAC (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including Executive Order 13224) or other governmental action; and (B) the activities of the party making the representation do not violate the International Money Laundering Abatement and Financial Anti-Terrorism Act of 2001 or the regulations or orders promulgated thereunder. Each party further covenants and agrees to promptly deliver to the other any documentation that the other party may reasonably request in order to confirm the accuracy of the representations and warranties made in this paragraph.

19. **CONDITIONS PRECEDENT.** Specific conditions precedent to Purchaser's obligation to perform under the terms of this Agreement are (i) approval of the transaction contemplated herein by Purchaser's Board of Directors at its meeting scheduled on April 14 and 15, 2020; and (ii) approval of the Board of Commissioners of the City of Brentwood, Tennessee, to whom Purchaser intends to assign the Agreement. If Purchaser assigns this Agreement to the City of Brentwood prior to the date of the Purchaser's Board of Directors meeting scheduled for April 14 and 15, the condition precedent of the Board's approval of the transaction shall be deemed deleted and of no force or effect.
20. **SECTION 1031 TAX DEFERRED EXCHANGE.** Seller may elect to complete this transaction as part of a Section 1031 tax deferred exchange. Purchaser agrees to cooperate with Seller in documenting and completing such exchange under the terms and conditions of this Agreement. Purchaser shall incur no additional expense or liability by such cooperation. Notwithstanding the foregoing, Seller agrees and understands that time is of the essence with regard to the Closing hereunder and that the Closing may not be extended because of Seller's desire to accomplish a Section 1031 deferred tax free exchange.
21. **ADDITIONAL TERMS AND CONDITIONS.**
 - 21.1 The Property shall be named "Windy Hill Park" (the "Park").
 - 21.2 The Property shall be limited to passive public park uses. Such passive uses may include but not limited to paved and unpaved trails, playgrounds, open natural areas,

and associated uses such as bathroom facilities, but shall exclude fields developed for practice or game use by organized sports teams.

- 21.3 At the time the Property is developed for use as a Park and opened for public use, the City shall install a marker to acknowledge the Seller's family history on the Property and its part in preserving the Property for permanent public use.
- 21.2 Purchaser may only transfer the Property to other public, governmental entities.
- 21.3 Trails in the Park will be limited to use by pedestrians and bicyclists, and those using other types of non-motorized vehicles, provided however that use by parties operating an electric powered motorized vehicle of a type approved by the Purchaser or governmental entity operating the park, which is reasonably necessary to afford access to the park for persons with disabilities will not be deemed to violate this restriction. The use of motorized vehicles on the Trails for maintenance and emergency situations shall also be allowed.
- 21.4 Any improvements to be appropriately screened from the Retained Parcel, lighting limited to parking areas for safety and consistent with dark sky requirements.
- 21.5 Purchaser to construct fences necessary to separate the Property from the Retained Parcel where such fencing does not already exist. Purchaser intends to plant appropriate vegetation to create a screen along constructed fences between the Property and the Retained Parcel where such existing landscape screening does not already exist.
- 21.6 Upon mutual agreement between the Purchaser and Seller, two secure non-motorized access points will be established between the Property and the Retained Parcel.
- 21.7 The owner of the Property agrees to not build any structures or erect any directional signs within 100 feet of the portion of the Retained Parcel boundary that is east of the creek and within 50 feet of the portion of the Retained Parcel that is west of the creek. Trail locations will be determined after development of the Master Plan for the Park. If feasible, no trails will be built within 100 feet of the southern boundary of the Retained Parcel or within 50 feet of the western boundary of the Retained Parcel. These boundaries and setbacks are depicted on the attached Exhibit ____.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the
date first above written.

SELLER

SENSING ENTERPRISES

By: _____
Its: _____

Date: _____

PURCHASER

THE CONSERVATION FUND,
a Maryland non-profit corporation

By: _____
Its: _____

Date: _____

CITY

THE CITY OF BRENTWOOD, TENNESSEE,
a Tennessee municipal corporation

By: _____
Its: _____

Date: _____

Exhibit "A"

Description of Property

A portion of Tax Map 029, Parcel 04300, as shown as the Brentwood tract on Exhibit "A-1" attached hereto.

Exhibit "B"

AFFIDAVIT OF NON-FOREIGN STATUS

Section 1445 and Section 6045 of the Internal Revenue Code provide that the Transferee of a real property interest must withhold tax if the Transferor is a foreign person and must provide certain sales related information to the Internal Revenue Service. To inform **THE CONSERVATION FUND** (the "Transferee") that withholding of tax is not required upon its disposition of a U.S. real property interest, more particularly described in the Agreement annexed hereto _____ (collectively the "Transferor"), hereby certifies that:

1. Transferor is not a non-resident alien for purposes of U.S. income taxation as defined in the Internal Revenue Code and Income Tax Regulations.
2. Transferor's tax identification/ social security number is/are:
_____.
3. Transferor's principal address is:

_____.
4. The gross sales price of this transfer is:
_____.

Transferor understands that this affidavit and information contained herein will be disclosed to the Internal Revenue Service by the Transferee and, that any false statement made herein by Transferor could be punished by fine, imprisonment, or both.

Under penalties of perjury, Transferor declares that Transferor has examined this affidavit and, to the best of Transferor's knowledge and belief, it is true, correct, and complete and further declares that he/she is duly authorized to execute this affidavit or has the authority to execute on behalf of Transferor.





TRANSFEROR:

Date: _____

By: _____

Date: _____

Its: _____

-  Sensing, Lucy; 9 ac
-  Sensing Enterprises; 81.1 ac
-  Proposed Conservation Area; 38 ac
-  Brentwood Tract; 52.1 ac

Date: 11/12/2019

0 750
Feet

Map created by Roberta Moore

Data Sources: PA-DUS, The Conservation Fund, and ESRI
Data & Maps.







Green boundary line - 50' setback
would apply

Red boundary line - 100' setback
would apply

PREPARED FOR:

CITY OF BRENTWOOD
5211 MARYLAND WAY
BRENTWOOD, TENNESSEE 37027
ATTN: KIRK BEDNAR, CITY MANAGER

APPRAISAL REPORT OF:

52.1± ACRES OF AGRICULTURAL LAND
PART OF WILLIAMSON COUNTY MAP 29, PARCEL 43.00
9132 FORD DRIVE
BRENTWOOD, TENNESSEE 37027

APPRAISED BY:

ERIC L. BOOZER, MAI, CCIM
STATE CERTIFIED REAL ESTATE APPRAISER, CG-389

DERRICK A. SMITH, MAI
STATE CERTIFIED REAL ESTATE APPRAISER, CG-4460

BOOZER & COMPANY, P.C.
106 MISSION COURT, SUITE 1001
FRANKLIN, TENNESSEE 37067

EFFECTIVE DATE OF APPRAISAL:

OCTOBER 8, 2019

DATE OF REPORT:

OCTOBER 21, 2019

October 21, 2019

City of Brentwood
5211 Maryland Way
Brentwood, Tennessee 37027
Attn: Kirk Bednar, City Manager

**RE: Appraisal Report of:
52.1± Acres of Agricultural Land
Part of Williamson County Map 29, Parcel 43.00
9132 Ford Drive
Brentwood, Tennessee 37027**

Dear Mr. Bednar:

In accordance with your request, we have personally inspected and appraised the above captioned property for the purpose of developing an opinion of "as is" market value of the fee simple estate. The results of our appraisal are communicated in the attached **Appraisal Report**, which was prepared in accordance with the reporting requirements set forth in Standards Rule 2-2 of USPAP.

The intended use of this appraisal report is to assist the client and intended users in establishing a market value for use in setting a potential purchase price and/or negotiation/planning/decision making purposes. The client and intended user of this report is the City of Brentwood, Tennessee. *Boozer & Company, P.C.* is not responsible for unauthorized use of this report.

The subject of this appraisal is agricultural land located at 9132 Ford Drive, Brentwood, Tennessee 37027. The property is further described as part of Parcel 43.00 on Williamson County Tax Map 29. The real estate consists of 52.1± acres of rolling pasture that is part of the historic Windy Hill Farm. It addresses the south side of Old Smyrna Road, is zoned for low-density residential and agricultural uses and has all public utilities available. The property can legally and physically support approximately 31 one-acre residential lots under current zoning.

To the best of our knowledge, this report conforms to the current requirements prescribed by the Uniform Standards of Professional Appraisal Practice of the Appraisal Standards Board of the Appraisal Foundation (as required by the Financial Institutions Reform, Recovery and Enforcement Act - FIRREA).

The persons signing this report have the knowledge and experience to complete the assignment competently. The persons signing this report are duly licensed by the appropriate state to perform this level of appraisal under certificate numbers CG-389 and CG-4460.

The market value opinion included herein is based on information provided by the property contact and other sources, our personal inspections, public records, and other pertinent information. This appraisal is based on the assumption that the furnished data is true and correct.

Mr. Bednar
Page 2
October 21, 2019

The appraisal report, which follows, contains a summary of our investigation and analysis. The pertinent facts and data, which we believe applicable to the property, are discussed and the reasons leading to our opinion of value are included. The acceptance of this appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.

“As Is” Market Value Opinion

Based upon our investigation, and subject to the general assumptions and limiting conditions as set forth in the report, it is our opinion that the “as is” market value of the subject property’s fee simple estate, as of October 8, 2019, was:

**FIVE MILLION DOLLARS
\$5,000,000**

The marketing time and exposure time for the subject property to achieve the market value shown above is estimated to be twelve months.

We would like to thank you for selecting our firm for this assignment and if we may be of further assistance, please advise.

Sincerely,

BOOZER & COMPANY, P.C.

A handwritten signature in blue ink, appearing to read "Eric L. Boozer", with a long horizontal flourish extending to the right.

Eric L. Boozer, MAI, CCIM, CG-389
State Certified General R. E. Appraiser

A handwritten signature in blue ink, appearing to read "Derrick A. Smith", with a long horizontal flourish extending to the right.

Derrick A. Smith, MAI, CG-4460
State Certified General R. E. Appraiser

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Property Name: Windy Hill Farm

Property Type: Agricultural Land

Property Address: 9132 Ford Drive
Brentwood, Williamson County, Tennessee 37027

Tax ID: Part of Tax Map 29, Parcel 43.00

Ownership: Sensing Enterprises

Effective Date of Appraisal: October 8, 2019

Date of Inspection: October 8, 2019

Date of Appraisal Report: October 21, 2019

Purpose of Report: Opinion of market value

Interest Appraised: Fee simple estate

Property Data

Land Area: 52.1± acres

Zoning District: R-2, Suburban Residential

Floodplain Data: FEMA FIRM 47187C0094G, last revised on December 22, 2016. The subject is partially located in floodway & floodplain of the Little Harpeth River Tributary 4 (Zone AE).

Improvements: Dry-stack stone & 4-plank wood perimeter & cross fencing

Highest and Best Use: Suburban-scale residential development with approximately 31 one-acre lots

Marketing Time: 12 Months

Exposure Time: 12 months

VALUE OPINION

“As Is” Market Value Opinion:\$5,000,000

TABLE OF CONTENTS

Title Page	
Letter of Transmittal	
Report Summary	
Table of Contents	
SUMMARY OF SALIENT FACTS AND CONCLUSIONS	1
EXTENT OF THE APPRAISAL PROCESS.....	1
SIGNIFICANT OBSERVATIONS AND LIMITING CONDITIONS	1
SCOPE OF REPORT	1
IDENTIFICATION OF SUBJECT PROPERTY.....	2
PURPOSE OF APPRAISAL	2
INTENDED USE AND USER OF APPRAISAL	3
DEFINITION OF MARKET VALUE	3
PROPERTY RIGHTS APPRAISED/LEGAL CONSTRAINTS	3
DEFINITION OF FEE SIMPLE ESTATE	4
DATES OF APPRAISAL.....	4
OWNERSHIP HISTORY & DEED RESTRICTIONS	4
LEGAL DESCRIPTION.....	5
CITY AND AREA DATA	6
AREA MAP	18
NEIGHBORHOOD DESCRIPTION	19
NEIGHBORHOOD MAP	21
ZONING & LAND USE DATA.....	22
ZONING MAP	27
PROPERTY TAX DATA	28
TAX MAP	30
SITE DATA	31
SURVEY	33
AERIAL IMAGE	34
FURNISHED LAND AREA EXHIBIT	35
FEMA FLOOD INSURANCE RATE MAP.....	36
WETLANDS MAP	37

**BOOZER &
COMPANY, P. C.**

FURNISHED CONCEPT PLAN.....	38
SITE PHOTOGRAPHS.....	39
HIGHEST AND BEST USE	40
VALUATION	41
SALES COMPARISON APPROACH	42
MAP OF COMPARABLE LAND SALES.....	50
ESTIMATE OF MARKETING TIME & EXPOSURE TIME	54
CERTIFICATION OF THE APPRAISER	55
GENERAL ASSUMPTIONS AND LIMITING CONDITIONS	57
QUALIFICATIONS OF ERIC L. BOOZER, MAI, CCIM	60
QUALIFICATIONS OF DERRICK A. SMITH, MAI	62

ADDENDA:

Recorded Deed
Recorded Easement
Letter of Engagement

EXTENT OF THE APPRAISAL PROCESS

The following **Appraisal Report** is intended to comply with requirements set forth by the Uniform Standards of Professional Appraisal Practice (USPAP) effective January 1, 2018. In the completion of this assignment, the appraisers signing this report have adhered to the Competency Rule of USPAP.

SIGNIFICANT OBSERVATIONS AND LIMITING CONDITIONS

We were provided site-specific information pertaining to the subject's land and improvements by the client and property contact, Ben Sensing, who accompanied the appraiser during the site inspection. Furnished items relied on in this appraisal include a boundary survey and a subdivision concept plan. Other pertinent information was obtained from public records, public officials, property owners, property managers, real estate professionals, and other reliable sources. The market value opinion contained herein is based on the assumption that the furnished data is true and correct.

The subject represents a 52.1±-acre undeveloped portion of the historic Windy Hill Farm, which has two structures listed on the National Register of Historic Places, including the Constantine Sneed House (ca. 1825) and a one-story stone springhouse (ca. 1850). Although no contributing structures stand on the appraised property, there are dry-stack stone walls located along the perimeter. The date of construction is unknown, but they may have historical significance as efforts have been made to preserve similar walls throughout the city and county. The reader is advised that all improvements of every kind, including farm structures, fences, walls, etc., have been excluded from this appraisal and the market value conclusions set forth herein reflect the land value only.

SCOPE OF REPORT

In the appraisal of this property, the following steps and analyses were completed:

1. Established parameters of the assignment with the client, which included developing an opinion of "as is" market value of the fee simple estate in unentitled land.
2. Inspected and photographed the subject property on October 8, 2019. The land was vacant except for perimeter & cross fencing used to contain/corral livestock, which has been excluded from this valuation.

3. Obtained site-specific information pertaining to the subject's land and improvements from the client and property contact, who is an owner-representative.
4. Analyzed the Nashville area, Brentwood, the subject neighborhood and the subject property with respect to prevailing market conditions and property values.
5. Gathered market data with regard to sales of similar properties located in the subject's market area.
6. Analyzed the data gathered to arrive at the highest and best use of the subject property. Given the physical characteristics of the project, as well as the property's market position, the highest and best use was determined to be suburban-scale residential development.
7. Analyzed the data gathered to arrive at value conclusions via the sales comparison approach, which was based on an analysis of price per acre and price per potential subdivision lot.
8. Reconciled the results of this analysis to estimate the "as is" market value of the fee simple estate.
9. Estimated the marketing and exposure times for the subject property. Given the level of investment in the area, both the marketing time and exposure time were estimated to be twelve months or less.

IDENTIFICATION OF SUBJECT PROPERTY

The subject of this appraisal is agricultural land located at 9132 Ford Drive, Brentwood, Tennessee 37027. The property is further described as part of Parcel 43.00 on Williamson County Tax Map 29. The real estate consists of 52.1± acres of rolling pasture that is part of the historic Windy Hill Farm. It addresses the south side of Old Smyrna Road, is zoned for low-density residential and agricultural uses and has all public utilities available. The property can legally and physically support approximately 31 one-acre residential lots under current zoning.

PURPOSE OF APPRAISAL

The purpose of this appraisal is to develop an opinion of "as is" market value of the fee simple estate.

INTENDED USE AND USER OF APPRAISAL

The intended use of this appraisal report is to assist the client and intended users in establishing a market value for use in setting a potential purchase price and/or negotiation/planning/decision making purposes. The client and intended user of this report is the City of Brentwood, Tennessee. *Boozer & Company, P.C.* is not responsible for unauthorized use of this report.

DEFINITION OF MARKET VALUE

Market value as used in this appraisal is defined as “the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus”. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- (1) Buyer and seller are typically motivated;
- (2) Both parties are well informed or well advised, and acting in what they consider their own best interests;
- (3) A reasonable time is allowed for exposure in the open market;
- (4) Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- (5) The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale (12 C.F.R. Part 34.42(g)).

PROPERTY RIGHTS APPRAISED/LEGAL CONSTRAINTS

Real property is defined as, “*the interests, benefits, and rights inherent in the ownership of real estate*¹.” Property rights are economic interests supported by the law. The bundle of rights referred to as the property rights may include a great many rights such as easements, encroachments, liens, leases, etc. The various rights may be separated and held by different individuals or entities. The most complete form of ownership is fee simple ownership. Any

¹ Unless otherwise noted, the source of all definitions in this report is: *The Dictionary of Real Estate Appraisal*, 6th ed. (Chicago: Appraisal Institute, 2015), PDF e-book.

limitation of ownership rights has to be given special attention. An appraisal assignment may require the appraisal of the fee simple estate or a partial interest such as a leasehold estate or an easement.

The subject consists of agricultural land that is not leased. Accordingly, the property rights of ownership considered in this report include the **fee simple estate**.

DEFINITION OF FEE SIMPLE ESTATE

Fee simple estate is defined as, *"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."*

DATES OF APPRAISAL

The effective date of the "as is" market value opinion is **October 8, 2019**, the date of last inspection. This report was completed and delivered to the client on **October 21, 2019**.

OWNERSHIP HISTORY & DEED RESTRICTIONS

Title to the subject's 84.15-acre parent tract is currently vested in **Sensing Enterprises, GP**. Ownership was obtained on December 23, 1992 from Wilbur Sensing, Sr. and Wilbur Sensing, Jr. via Warranty Deed, of record in Book 1051, Page 512, in the Register's Office for Williamson County, Tennessee (ROWCT). The consideration stated on the deed was \$311,250 for this non-arm's length transaction.

Subsequently, the parties recorded a Quitclaim Deed containing a corrected legal description in Book 1493, Page 812, ROWCT. This instrument was dated February 20, 1997 and reported a consideration of \$1.00.

To our knowledge, there have been no other recorded transactions of the subject property in the past three years. The subject's 84.15-acre parent tract, together with an 8.15-acre intervening parcel containing the historic structures of Windy Hill Farm, is listed for sale for at \$11,750,000 or \$127,302/acre on the local MLS. As of the date of this report, it had been listed for 10 days. Discussions with the listing agent, Fiona King with Worth Properties,

revealed that significant interest has been received from multiple buyers. To date, the listing has yielded two below-asking price purchase offers; however, neither has resulted in a contract.

As of the effective date of appraisal, there are no recorded deed restrictions encumbering the property. However, the owners are interested in preserving the historic property into perpetuity and have reportedly explored various options, including deed restrictions to limit/prohibit development, conservation easements and selling the property to a municipality with the understanding that a parkland dedication will occur. It is our understanding that only purchase offers from conservation-minded buyers willing to encumber the property with development restrictions will be accepted. Reportedly, one of the aforementioned potential buyers verbally agreed to a 20-year development moratorium but would not encumber the property with a conservation easement and the other would not disclose their identity, resulting in the seller's rejection of both offers. Consequently, seller conditions may have an effect on marketability and sale price if a transaction occurs subject to these conditions.

The preceding title information is provided only to give a general background of the ownership history of the subject. To the best of our knowledge, the information is accurate. However, we do not guarantee any of the title history shown above.

LEGAL DESCRIPTION

A copy of the furnished exhibit of the 52.1-acre appraised property follows the Site Data section of this report and a metes and bounds legal description of the subject's 84.15-acre parent tract, as included in the most recent recorded deed, is included in the Addenda.

CITY AND AREA DATA

The subject is located in Brentwood, Tennessee, which is the second-largest city in Williamson County behind the county seat of Franklin. According to Forbes Magazine (July 2017), Williamson County is the 7th wealthiest county in the United States. Brentwood and Franklin are recognized as two of the fastest growing and most progressive cities in the southeastern United States. Both cities exhibit good accessibility to and from Interstate 65, which bisects Williamson County in a north-south direction. Other municipalities in Williamson County include Nolensville, Thompson Station, Fairview, and Spring Hill.

Accessibility

The area's major north-south traffic routes include Interstate 65, Hillsboro Road, Franklin Road, Mallory Lane, and Wilson Pike. Interstate 65 connects Nashville with Birmingham, Alabama to the south and Louisville, Kentucky to the north. I-65 provides easy access to Nashville's Central Business District to the north. Hillsboro Road is located in the western portion of Williamson County and runs in a generally southwest to northeast direction. Franklin Road parallels I-65 as it connects downtown Nashville with Franklin. Wilson Pike provides access on the east side of the county. Interstate 65 is six lanes from Harding Place south to Highway 96 in Franklin. To alleviate congestion on the fast-growing south side of the county, the Tennessee Department of Transportation (TDOT) recently widened the portion of I-65 between Highway 96 and Interstate 840. The phased project increased travel lanes to four in each direction and provided a new 10-lane bridge at the Goose Creek Bypass interchange.

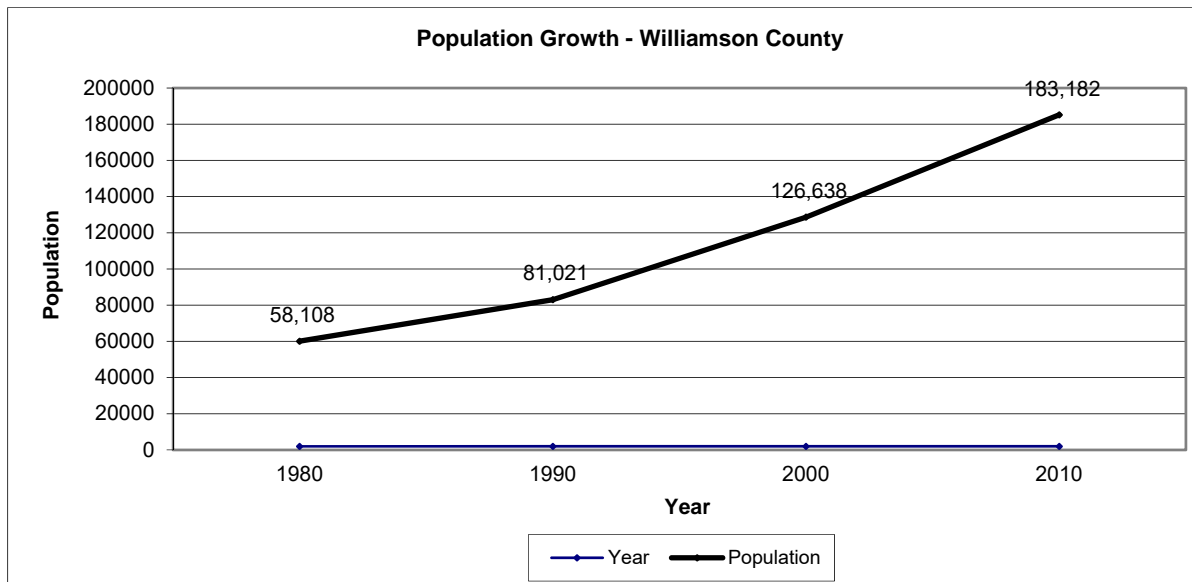
Primary east-west traffic arteries include Old Hickory Boulevard, Moores Lane, Cool Springs Boulevard, and Highway 96. Interstate 840 is an auxiliary interstate highway consisting of a 78-mile bypass around Nashville with the focal point being Dickson, Hickman, Williamson, Rutherford and Wilson Counties and the cities of Fairview, Thompson's Station, Murfreesboro, Smyrna and Lebanon. Interstate designation was originally planned, but later withdrawn because funding was derived from Tennessee state sources, and the project was completed and numbered in 2012 as a state route. However an application to the American Association of State Highway and Transportation Officials (AASHTO) by TDOT was approved in 2015 to upgrade the state route to Interstate 840.

Construction has commenced to extend Mack Hatcher Parkway from Hillsboro Road to Highway 96 West to serve the ongoing Westhaven project. Once Mack Hatcher is connected from Highway 96 West to Columbia Pike, it will encircle the entire City of Franklin and will pass directly through Westhaven. The extension of Mack Hatcher from Hillsboro Road to Highway 96 was originally expected to be completed by 2009, with the “southern” connector from Highway 96 to Columbia Pike taking ten years or more. However, a series of delays resulted in construction of the northwest section not beginning until December 2018. This long-anticipated segment is scheduled to open in November 2021 at a projected cost of \$46 million.

Construction has recently been completed on an extension of Cool Springs Boulevard east of Carothers Parkway, which connects to McEwen Drive. McEwen Drive has also recently been extended from Cool Springs Boulevard West over I-65 to Wilson Pike, with a new interchange along I-65 near the Nissan campus. Recent infrastructure improvements in the Cool Springs area also include the extension of Carothers Parkway from Cool Springs Boulevard to Highway 96 on the east side of I-65. In addition, Carothers Parkway South (extension of South Carothers Road) was recently extended along the east side of Interstate 65 and was designed as a major collector. The project consists of the construction of approximately 2 miles of new roadway, with a bridge crossing over the Harpeth River. The project was graded for a 4-lane divided highway typical section; however, only the eastern 2 lanes were built. This provides an alternate route between Highway 96 and Goose Creek Bypass on the east side of I-65, an underdeveloped area in south Franklin that is currently experiencing significant growth.

Population

According to the most recent estimates provided by the U.S. Bureau of Census, Williamson County had a 2010 population of 183,121, indicating a 30.8% increase over the 2000 census figure of 126,638. The 1990 census figures indicated that Williamson County had a population of 58,108. A comparison of the 1990 and 2000 figures reflects a total growth of 51% over that ten-year period. The population of Williamson County has grown by about 125,000 since 1980, as depicted by the following chart:

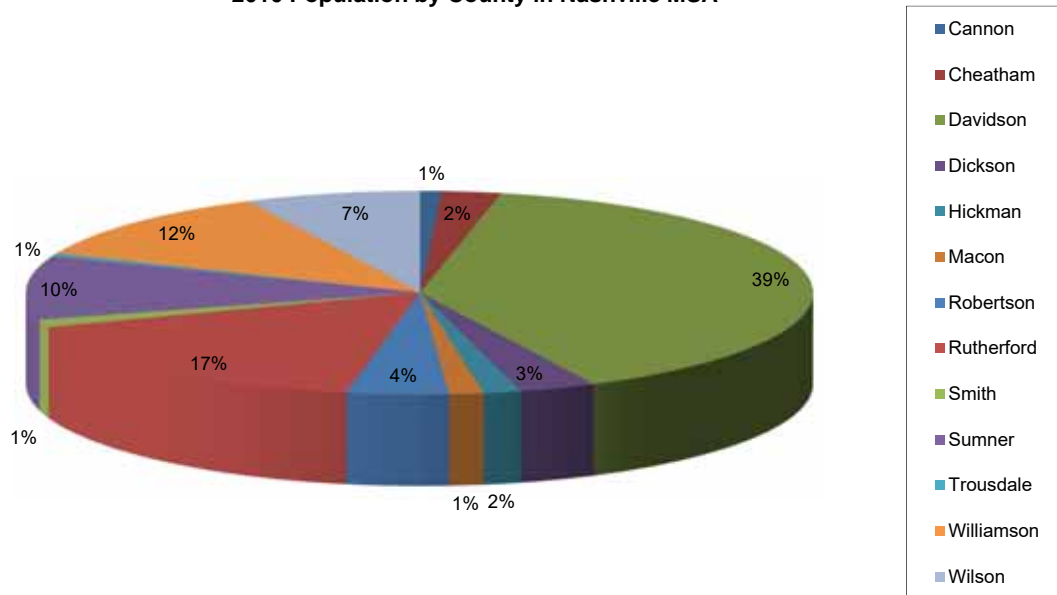


Williamson County's population growth is the highest in the Nashville MSA which consists of Davidson County and twelve periphery counties.

Nashville MSA Population Growth (1980 - 2010)

County	1980	1990	2000	2010	% Change (1980-1990)	% Change (1990-2000)	% Change (2000-2010)
Cannon	10,234	10,517	12,906	13,801	2.8%	22.7%	6.9%
Cheatham	21,616	27,140	35,912	39,105	25.6%	32.3%	8.9%
Davidson	477,811	510,786	569,891	626,681	6.9%	11.6%	10.0%
Dickson	30,037	35,061	43,156	49,666	16.7%	23.1%	15.1%
Hickman	15,151	16,867	22,437	24,690	11.3%	33.0%	10.0%
Macon	15,700	15,968	20,445	22,248	1.7%	28.0%	8.8%
Robertson	37,021	41,494	54,433	66,283	12.1%	31.2%	21.8%
Rutherford	84,058	118,570	182,023	262,604	41.1%	53.5%	44.3%
Smith	14,935	14,183	17,791	19,166	-5.0%	25.4%	7.7%
Sumner	85,790	103,281	130,449	160,645	20.4%	26.3%	23.1%
Trousdale	6,137	5,937	7,307	7,870	-3.3%	23.1%	7.7%
Williamson	58,108	81,021	126,638	183,182	39.4%	56.3%	44.7%
Wilson	56,064	67,675	88,809	113,993	20.7%	31.2%	28.4%
Totals	912,662	1,048,500	1,312,197	1,589,934	14.9%	25.1%	21.2%

2010 Population by County in Nashville MSA



Every county within the Nashville MSA experienced population growth over the last decade with Williamson and Rutherford Counties leading the way at over 43%. The entire Nashville MSA grew by 22.0% between 2000 and 2010 with Cannon County having the lowest growth rate, reporting an 6.9% increase for the decade. Davidson County also posted a lower growth rate (9.96%) than the rest of the MSA, which suggests adjacent counties serve as bedroom communities for Nashville and some out-migration from Davidson County to the surrounding counties has probably occurred. As mentioned, Franklin, Brentwood, and Spring Hill are the three largest cities in Williamson County and among the fastest growing cities in the state. The information contained in the chart following was obtained from U.S. Census data.

Area	1990	2000	2010	% Change (1990-2000)	% Change (2000-2010)
Williamson County	81,021	126,638	183,182	56.3%	44.7%
Franklin	20,098	41,842	62,487	108.2%	49.3%
Brentwood	16,392	23,445	37,060	43.0%	58.1%
Spring Hill	1,464	7,715	29,036	427.0%	276.4%
Fairview	4,386	5,800	7,720	32.2%	33.1%
Nolensville	1,570	3,099	5,861	97.4%	89.1%
Thompson's Station	494	1,283	2,194	159.7%	71.0%
Totals	125,425	209,822	327,540	67.3%	56.1%

As shown, Williamson County reflected a tremendous population growth rate from 1990 to 2010. The city of Franklin has added just over 20,000 people each of the last two decades, which has tripled the size of the city over a period of 20 years. Brentwood's population increased by 43.0% from 1990 to 2000 and then by 58.1% from 2000 to 2010. Spring Hill posted a phenomenal 427.0% increase from a 1990 population of 1,464 in 1990 to 7,715 in 2000. This growth rate has continued at a strong growth rate, increasing by 276.4% from 2000 to 2010, which nearly tripled the size of the city over the 10-year period.

Nolensville and Thompson's Station, both of which were recently incorporated, posted increases of 97.4% and 159.7%, respectively from 1990 to 2000 and rates of 89.1% and 71.0%, respectively from 2000 to 2010. Fairview posted the lowest increase of the incorporated towns within Williamson County, at a respectable 32.2% increase over the ten year term from 1990 to 2000 and continued at a steady rate with an increase of 33.1% from 2000 to 2010.

Employment

Woods & Poole Economics, Inc., a Washington DC research firm, expects Williamson County to add 170,000 over the next 30 years – more than all but two other counties in the United States. According to the data available from the U.S. Census Bureau, the current population of Williamson County is 183,121. While doubling the number of jobs in Williamson County may seem a tad farfetched, consider that the county wide population 20 years ago was a mere 81,021. The recent explosion of Cool Springs with the relocation of multiple corporate headquarters, coupled with the highest rated public school system in Tennessee, seems to suggest that continued outstanding economic growth is likely for the area.

Nashville serves as the major employment center for Williamson County. However, job opportunities in Williamson County have increased along with the overall growth. The overall labor force in Williamson County is predominately composed of white collar executives who occupy professional managerial positions in local and national companies. According to the *Nashville Business Journal 2017-2018 Book of Lists*, the top ten individual employers in Williamson County are as follows:

Top 10 Williamson County Employers

1. Williamson County School District	6,173
2. Community Health Systems	4,700
3. Randstad	4,557
4. HCA Healthcare	2,002
5. Nissan North America	1,800
6. Williamson County Government	1,245
7. Williamson Medical Center	1,224
8. UnitedHealthcare	1,184
9. Mars Petcare US	1,000
10. Comdata	1,000

In addition to the individual employers listed above, Cool Springs Galleria counted as a single unit employs approximately 3,500 people. Commercial activity, both office and retail, in northern Williamson County is concentrated along Franklin Road and Old Hickory Boulevard in Brentwood, within the Maryland Farms and Koger office parks. Office development in central Williamson County includes the 250,000 square-foot Primus (Ford Credit Co.) headquarters and numerous multi-tenant office facilities located in the Cool Springs area, most notably the Corporate Centre campus (+/-1 million square feet) and the Highwoods office buildings (+/-400,000 SF).

The most notable example of the strength of employment opportunities in Williamson County came in late November of 2005, when Nissan North America announced its decision to relocate its national headquarters to the Cool Springs area of Franklin. Nissan occupies 400,000 to 500,000 SF of office space on a 50-acre site along the east side of I-65 just south of Cool Springs Boulevard, adjacent to the Corporate Centre office park. The Nissan campus was completed in 2008, and has added approximately 1,250 employees to the local market at an average reported salary of approximately \$75,000 per year.

**BOOZER &
COMPANY, P.C.**

American Healthways began work in the Spring of 2006 on a 230,000 SF office building along the south side of Cool Springs Boulevard opposite the Marriot for their new headquarters. Previously located in Green Hills of Nashville, American Healthways has approximately 600 employees with an average salary in excess of \$85,000. According to company officials, roughly 40% of the American Healthways employees already lived in Williamson County prior to relocation.

Jackson National Life Insurance Co. announced in May 2010 that the One Greenway Centre Building in the Corporate Centre office development in Cool Springs would be the location of a new regional headquarters, employing up to 750 workers. Jackson National's growth plans call for the company to occupy 90,000 square feet of office space in One Greenway Centre by January 2011, adding 30,000 square feet in 2012 and another 30,000 square feet in 2013.

In August 2010 the Internal Revenue Service awarded a \$63 million contract for an approximately 140,000 square foot Class A office building in Cool Springs. The facility is fully leased by the IRS for a 20-year term and is expected to employ more than 700 people. The IRS previously operated an 83,000-square foot call center on Nolensville Pike in south Nashville, but moved all of its operations to this new facility. Construction began in January 2011 and was completed in 2012.

In August 2012, Spectrum Properties/Emery broke ground on a 71-acre mixed-use development known as *Franklin Park*. The project is approved for up to 5 Class A office buildings containing 1.5 million square feet, as well as retail and multi-family uses. Construction began with a \$10 million, 11-acre park featuring a 600-seat amphitheater, 3 miles of walking paths and boardwalks, ponds and open space. Construction began in Summer 2013 on the first speculative office building, *One Franklin Park*, a \$60 million 10-story office tower containing 272,000 SF and parking garage that will be the model for future offices in the development. One Franklin Park broke ground as a speculative project and delivered in the 4th quarter of 2014 at 81% leased. Construction of the \$54 million 339-unit multifamily apartment component was completed in Fall 2014.

In August 2013, Highwoods Properties and SouthStar unveiled plans for a proposed 90-acre mixed-use development to be located in the Cool Springs community of Franklin. Known as *Ovation*, the project will include 1.4 million square feet of office space, 350,000 SF of retail space, a 300-room hotel and an unspecified number of residential units, if completed as currently planned. Reportedly, Highwoods, SouthStar and Bristol Development Group, who has been tapped to lead the apartment/condo work, will over time invest \$700 million in the project. Subsequently, in July 2014 *Ovation's* co-developer SouthStar, unveiled plans for mixed-use project on an adjoining 30-acre assemblage to be called Franklin Summit. The \$150 - \$200 million project will include medical office space, retail, hotels and restaurants. No hard timeline was reported, and SouthStar has since put the property up for sale. After SouthStar shifted its efforts to Franklin Summit, it sold its interest in *Ovation* to Atlanta developer Thomas Enterprises, who continues to partner with Highwoods Properties and Bristol Development Group to complete the project, which now has a total price tag approaching \$1 billion.

Williamson County has consistently had one of the lowest unemployment rates in the state. In August 2019 the unemployment rate in Williamson County was 2.5%, which was tied with Sevier as the lowest counties in Tennessee. By comparison, the August 2019 unemployment rate for the state was 3.4% and the unemployment rate for the nation was 3.8%. The Nashville-Murfreesboro, TN MSA reported an August 2019 unemployment rate of 2.7%, with an estimated employed work force of 1,107,043.

Per capita income gains after adjusting for inflation are an important way to assess advances in wealth creation, and should ideally mirror or exceed population growth and inflation. With a stable cost of living at the local level, per capita income gains should translate into genuine improvement in personal spending capabilities. Across several decades, the real per capita income levels in the Nashville region have increased. According to the 2013-2017 American Community Survey, which is conducted by the United States Census Bureau, per capita personal income (in 2017 inflation-adjusted dollars) for each county within the Nashville MSA is summarized as follows:

2017 Per Capita Personal Income		
County	Income	% Above/Below National
Cannon	\$24,595	-21.1%
Cheatham	\$25,673	-17.7%
Davidson	\$32,347	3.8%
Dickson	\$25,211	-19.1%
Hickman	\$20,936	-32.8%
Macon	\$20,666	-33.7%
Maury	\$25,872	-17.0%
Robertson	\$26,441	-15.2%
Rutherford	\$27,932	-10.4%
Smith	\$23,015	-26.2%
Sumner	\$30,669	-1.6%
Trousdale	\$22,863	-26.7%
Williamson	\$48,482	55.5%
Wilson	\$31,155	-0.1%
Tennessee	\$27,277	-12.5%
United States	\$31,177	0.0%

According to a recent article in Forbes Magazine, Williamson County is ranked as the 17th wealthiest county in the United States, due in large part to a healthcare business that continues to grow, as well as a stable executive base in the Brentwood and Franklin areas. The article further states that it makes sense that suburban median incomes tend to beat out the bigger cities; workers earning big metropolitan incomes look for top-tier schools and space to settle with their families, thus pulling up median incomes in small bedroom communities. Brentwood and Franklin are no exception as the Williamson County school system has been the top ranked public school system in the state of Tennessee for more than two decades.

Residential Growth

Single-family residential subdivisions have recently been developed all over Williamson County, a result of the strong demand for housing in the area. The following chart shows the number of building permits issued for single-family residences in Williamson County (outside incorporated cities), along with in the cities of Franklin, Brentwood, Spring Hill, Nolensville, Thompson's Station and Fairview since 1998.

Single-Family Building Permits Issued							
	Williamson	Franklin	Brentwood	Spring Hill	Nolensville	Thompson's Station	Fairview
1998	566	868	187	864			
1999	496	910	172	406			
2000	403	644	171	371			
2001	413	584	257	518			
2002	352	679	458	746			
2003	338	726	605	886	18		54
2004	358	846	635	1069	50		110
2005	440	986	462	1,451	168	35	114
2006	448	746	495	1,413	333	43	78
2007	311	549	283	864	224	96	49
2008	193	210	105	350	122	13	24
2009	139	148	68	180	107	11	3
2010	129	286	140	218	131	9	8
2011	157	340	239	292	139	37	11
2012	239	404	254	405	201	126	25
2013	433	493	225	495	204	140	20
2014	426	498	250	571	154	219	39
2015	432	702	240	586	260	319	60
2016	443	878	175	708	273	192	75
2017	399	675	185	813	313	219	138
2018	347	486	120	753	335	183	54
Average	355	603	273	665	190	117	54

As shown by the preceding table and graph, residential construction climbed steadily in the mid 1990's, peaking in the late 1990's, and decreasing somewhat in 2000 and 2001. Residential construction increased steadily between 2002 and 2005, and decreased slightly in 2006, before decreasing significantly in 2007, 2008 and 2009. Since 2010, residential construction continued to climb, with year-over-year gains reflected in most communities through 2015. The most recent data suggests that more affordably priced communities such as Spring Hill, Nolensville and Fairview have continued to experience year-over growth, while the higher price markets, i.e., Franklin and Brentwood, have begun to level.

Historical growth in Williamson County is partially attributed to its top ranked public school system in the state of Tennessee for more than two decades. Five Williamson County schools are listed among the top high schools in the nation according to the *US News and World Report's* annual listings. Brentwood High, Ravenwood High, Franklin High, Page High and

Independence High all made the 2013 list of America's Best High Schools. "The formula used for the *US News and World Report's* ranking is based on student achievement on the End-of-Course assessments for Algebra I and English II and the number of seniors who took and passed an Advanced Placement exam before or during their senior year," said Ravenwood High School Principal Dr. Pam Vaden. "The credit goes to the teachers of these courses, who work collaboratively as a team to guarantee a quality education for all students." According to the rankings, Brentwood and Ravenwood high schools were the highest ranked non-magnet schools in Tennessee.

Williamson County High School Rankings

School	Tennessee Rank	National Rank	Category
Brentwood High	#4	#227	Gold Medal
Ravenwood High	#5	#474	Gold Medal
Franklin High	#8	#1,012	Silver Medal
Page High	#15	#1,316	Silver Medal
Independence High	#17	#1,476	Silver Medal

Conclusion

In summary, Williamson County, along with most of Franklin, Brentwood and Spring Hill, has experienced considerable growth in all sectors of the real estate market including residential, retail, office, apartment, and lodging over the last several years. New development is underway in all categories and the area's strong demographics and restrictive zoning provide assurance that managed growth will continue in the foreseeable future, based on the following key points:

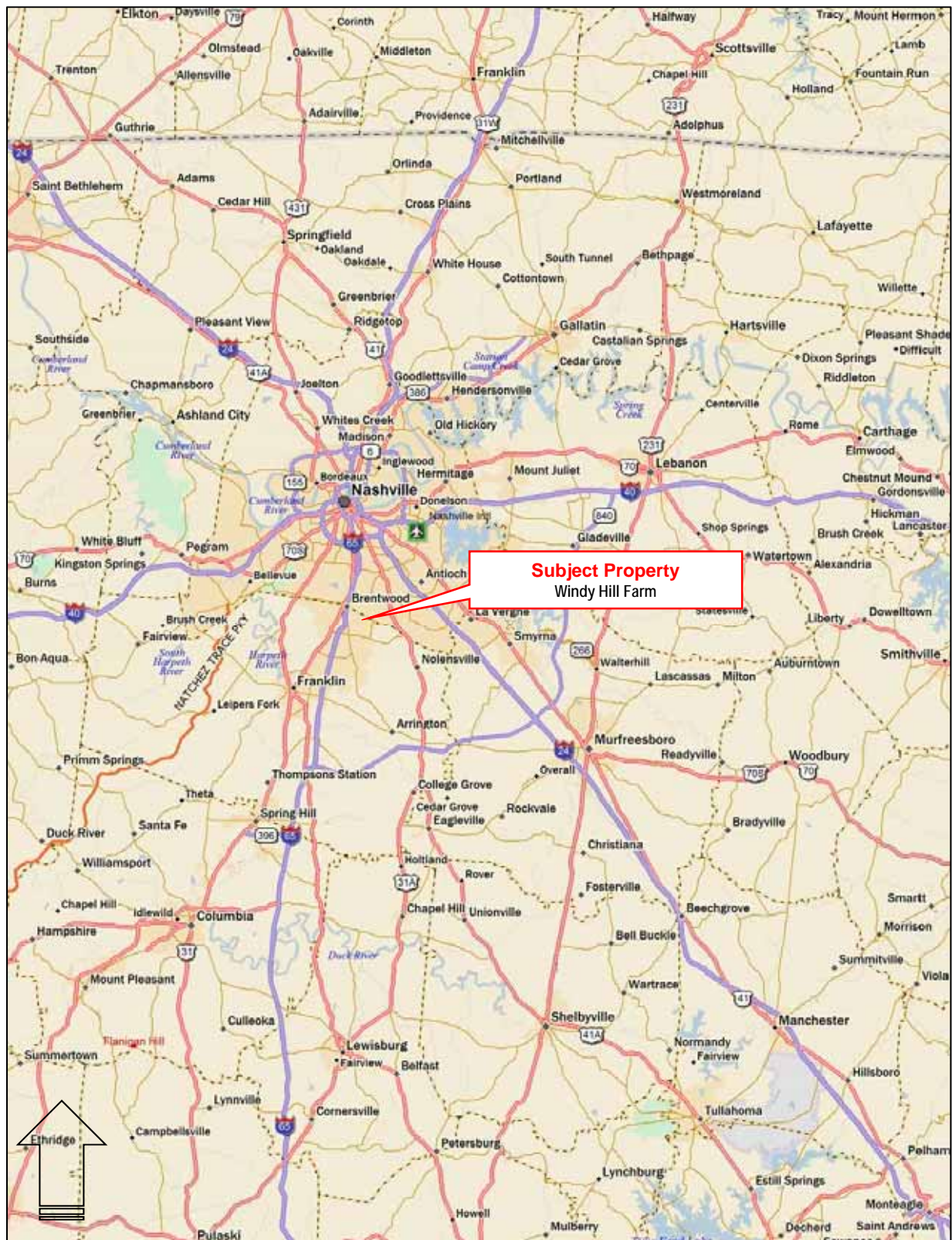
- **Williamson County's good reputation as a quality suburban location** - The existing and proposed residential development within Williamson County have acquired considerable prestige throughout the MSA, with large houses situated on fairly large lots. Also, due to the excellent private and public school systems present in the county,

Williamson County is particularly popular among residents new to the metropolitan statistical area.

- **Williamson County's accessibility to major employment and retail centers** - Franklin and most of the northern portion of the county are within 15 to 20 minutes of downtown Nashville, the airport, and other major employment concentrations (Maryland Farms, Cool Springs). This makes the county an excellent residential location for executives and professionals working in the major office centers. The presence of Cool Springs Galleria, the largest shopping mall in the state, in the heart of the county also attributes to the appeal of the county for residents.
- **New employment centers emerging within Williamson County** - Residential areas that attract executives ultimately become good locations for office development. This is evidenced by the recent construction taking place within the Cool Springs area, and the numerous headquarters and regional headquarters affiliated with both private and public companies relocating to the area.

An area map is included on the following page.

AREA MAP



NEIGHBORHOOD DESCRIPTION

General Boundaries: The neighborhood is located in Brentwood, Tennessee, east of the Town Center. General boundaries include Davidson County to the north, Concord Road to the south, Edmondson Pike to the east and Interstate 65 to the west.

Access/Transportation: The principal arterial serving the area is Old Hickory Boulevard (TN 254), which was designed to provide regional mobility and features four travel lanes plus a continuous center turn lane.

Concord Road (TN 253) is another arterial serving the area, providing access along the south margin of the neighborhood. It features an abundance of access, including individual site driveways, and connects the neighborhood to higher-capacity facilities, including Franklin Road (US 31), Interstate 65 & Nolensville Pike (US 31A).

Wilson Pike (TN 252) is a two-lane scenic arterial designed to provide regional mobility prior to the completion of the interstate system. It features an abundance of access, including individual site driveways, and connects the neighborhood to higher-capacity facilities, including Concord Road & Murfreesboro Road (TN 96).

Interstate 65 bounds the neighborhood to the west and is accessible from interchanges with Old Hickory Boulevard & Concord Road. I-65 is a six-lane controlled access interstate highway with an "HOV" lane for use by high occupancy vehicles during peak commuting times.

Land Uses/Percent Built-Up: The neighborhood is approximately 80% built-up at this time and reflects traditional suburban development in built up areas. The development pattern is weighted toward single-family residential. Density is relatively low due to the dominant residential zoning districts of R-2 & OSRD limiting development to one unit per acre. The typical housing character is a one or two-story dwelling on a platted lot. The existing stock ranges from new to 50 years, with newer product exceeding the existing inventory in both quality and price point. Central areas of the neighborhood are rural in character but have an emerging suburban residential development pattern.

BOOZER & COMPANY, P.C.

Commercial development exists along the neighborhood's periphery and includes office, lodging, assisted living and club/recreational uses. The typical improvement is a low to mid-rise structure with open parking. The inventory ranges from 10 to 30 years old, with offices, the dominant commercial use, generally competing in the Class B market.

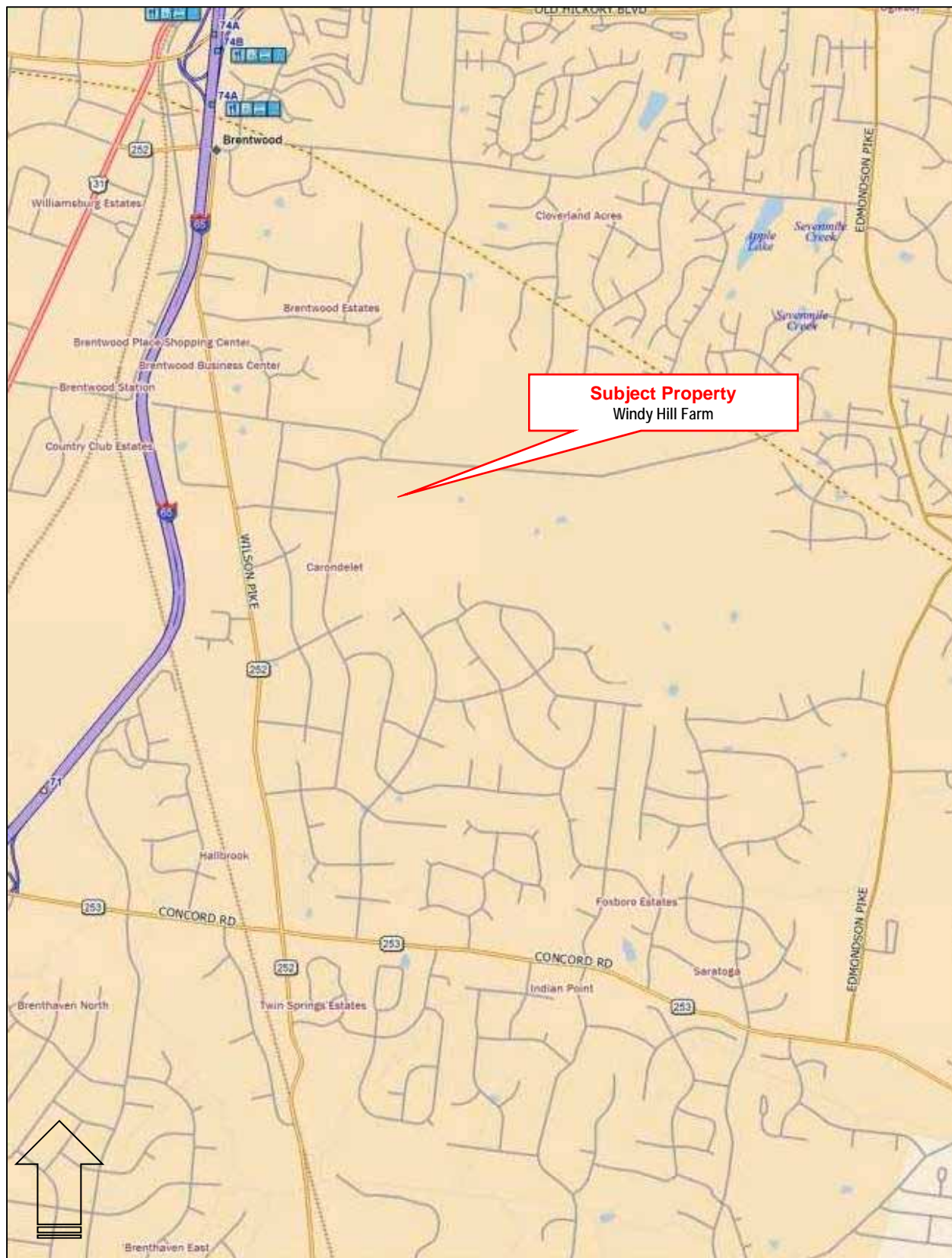
Community support facilities such as schools, churches, parks, etc. are present throughout the neighborhood. Schools are operated by the Williamson County School System, a top performing district in the state. Emergency services such as 911 dispatch, police and fire are provided by the City of Brentwood.

Competitive Advantages & Disadvantages: Competitive advantages include the neighborhood's convenient location and accessibility, its impressive growth and prosperity and its recognition as one of the most desirable places to live in the nation. In addition, the acclaim of the Williamson County school district, recognized as one of the best public school systems in the country, ensures strong demand for single-family residences throughout the city. The existing infrastructure is suitable to serve the existing low-density residential development, but may require upgrades to support additional growth, particularly in central underdeveloped areas accessible from Old Smyrna Road, which is a constrained facility. The only disadvantage is the depleting inventory of land available for development.

Conclusion: The neighborhood is an affluent suburban community south of Nashville, Tennessee that benefits from convenient access to roads, employment centers, retail shopping and dining, and a top-rated school system. Development pressure is intense throughout region, but high barriers to entry and restrictive zoning reduces the likelihood of the neighborhood becoming overbuilt relative to other areas of the Nashville MSA. The outlook is excellent and property values are expected to continue appreciating in the foreseeable future.

A neighborhood map is included on the following page.

NEIGHBORHOOD MAP



ZONING & LAND USE DATA

The subject is located within the zoning jurisdiction of the City of Brentwood and has a base zoning of R-2, Suburban Residential. Overlay districts include FLD, Flood Hazard. The following descriptions were taken from *The Zoning Ordinance of Brentwood, Tennessee*.

R-2, Suburban Residential District

It is the intent of this division to provide suitable areas for low density residential development characterized by traditional suburban neighborhoods so as to minimize the overall traffic impact on streets and to ensure that such development can be handled within the capacity of the sanitary sewer system of the city. Development in this district shall consist of detached single-family residences within planned subdivisions on a minimum lot size of one acre. Within the suburban residential (R-2) districts as shown on the zoning map of the city, the regulations set out in this division shall apply.

Permitted Uses

The following uses are permitted within the R-2 zoning districts:

- 1. General farming activities such as the raising of trees, field and plant crops, breeding and keeping of domestic animals and any similar agricultural uses, provided the minimum lot size is three acres.*
- 2. Detached single-family residences.*
- 3. Designated open space including leisure type facilities within a planned residential subdivision.*
- 4. Accessory buildings customarily incidental to the above uses.*
- 5. Home occupations.*
- 6. Accessory uses such as:*
 - a. Swimming pools, tennis courts, pet enclosures, play structures and satellite dish antennas, including related pads, decks, patios, hard surfaces and enclosures.*
 - b. Gazebos.*
 - c. Arbors, pergolas and similar freestanding open air structures.*
 - d. Portable storage structures.*
 - e. Windmills.*
- 7. Bed and breakfast lodges, subject to specific requirements.*

8. Garage sales.
9. Consignment sales.
10. Merchandise sales.
11. Mobile food vending associated with events conducted by homeowner or property owner associations or with other special events approved by the planning commission.

Technical Standards

Minimum Lot Requirements		Minimum Yard Requirements				Land Use Intensity Ratios	
Area (Sq. Ft.)	Width (Ft.)	Front (Ft.)	Side (Ft.)	Rear (Ft.)	Maximum Height (Ft.)	Maximum Gross Density (D.U./Acre)	Maximum Lot Coverage
1 acre	125	75	20	30	52	1.0	25%

Sewer Connection Requirement

No parcel within an R-2 district may be subdivided into lots less than five acres unless provisions are made by the property owner to provide sanitary sewer service from the city to each newly created lot in a manner and method acceptable to the city manager or his designee. This requirement may be waived by formal resolution of the board of commissioners, provided a connection is made to another public sewer system or the use of a septic tank, drainfield or other private sewage treatment facility is authorized in advance for each parcel by the county health department.

Flood Hazard District

The flood hazard district is established to meet the needs of the city's rivers and local tributaries to carry the abnormal flows of water in times of flood; to prevent encroachment into the district which would increase flood heights and flood damage; and to prevent the loss of life and excessive damage to property in the area of greatest flood hazard.

Special Standards for Floodways

Located within the special flood hazard areas are areas designated as floodways. A floodway may be an extremely hazardous area due to the velocity of floodwaters, debris or erosion potential. In addition, the area must remain free of encroachment in order to allow for the discharge of the base flood without increased flood heights and velocities. Therefore, the following provisions shall apply:

- 1. Except as otherwise permitted in subsections (2), (3) and (4) below, encroachments are prohibited within the floodway, including: earthen fill material; new construction; substantial improvements; decks or above-grade patios outside the existing building footprint; manufactured homes or recreational vehicles; and any other development.*
- 2. Fences on lots of three or more acres in size may be permitted, provided it is demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practices that the cumulative effect of the proposed fence encroachments shall not result in any increase in the water surface elevation of the base flood, velocities or floodway widths during the occurrence of a base flood discharge at any point within the city. The property owner shall submit certification from a Tennessee registered professional engineer that the requirements of this subsection have been met, along with supporting technical data, using the same methodologies as in the effective Flood Insurance Study for the city.*
- 3. Nonsubstantial vertical additions to existing dwellings and nonsubstantial interior renovations within the existing building footprint may be permitted.*
- 4. The construction or placement of certain structures, facilities and improvements identified below may be permitted by the administrator. Such structures, facilities and improvements shall only be permitted if it is demonstrated through hydrologic and hydraulic analysis performed in accordance with standard engineering practices that their cumulative effect, when combined with all other existing and anticipated development, shall not result in any increase to the water surface elevation of the base flood, velocities or floodway widths during the occurrence of a base flood discharge at any point within the community. Certification thereof by a Tennessee registered professional engineer, along with supporting technical data, shall be provided to the administrator before construction or placement may be initiated. Structures, facilities and improvements permitted under these provisions shall be limited to:*
 - a. Roads, sidewalks, bicycle/pedestrian paths and associated signs.*
 - b. Drainage structures, including but not limited to bridges and culverts.*
 - c. Other public infrastructure needs, including public utilities.*
 - d. Parks and recreational facilities, including but not limited to open shelters, basketball courts and athletic fields,*
 - e. Driveways and parking areas.*

Standards for Areas Other than the Floodway.

In all areas of special flood hazard other than the floodway, the following additional provisions shall apply:

1. Buildings.

a. In areas where base flood elevation data is available and floodways have been designated, new construction and substantial improvement of any nonresidential (including commercial, industrial and institutional) or residential building (or manufactured home) may be permitted, provided that the lowest floor, including basement, shall be elevated to no lower than two feet above the base flood elevation. Solid foundation perimeter walls or piers may be used to elevate a structure, provided that:

- 1. The height of any perimeter wall used to elevate a building shall not exceed five feet, measured from the lowest adjacent grade to the lowest floor, and openings sufficient to facilitate equalization of flood hydrostatic forces on both sides of exterior walls shall be provided in accordance with subsection (2) of this section.*
- 2. The minimum number of piers necessary to structurally support the building shall be used, and piers shall be designed to provide the least resistance to the flow of water.*

b. Within special flood hazard areas where base flood elevations have not been established, or where no floodways have been designated, no construction may be permitted until a Tennessee registered engineer has determined the base flood elevation and established the limits of the regulatory floodway. Once the base flood elevation and floodway location have been established, construction shall comply with the building elevation requirements set forth in subsection (1) a.

Land Use

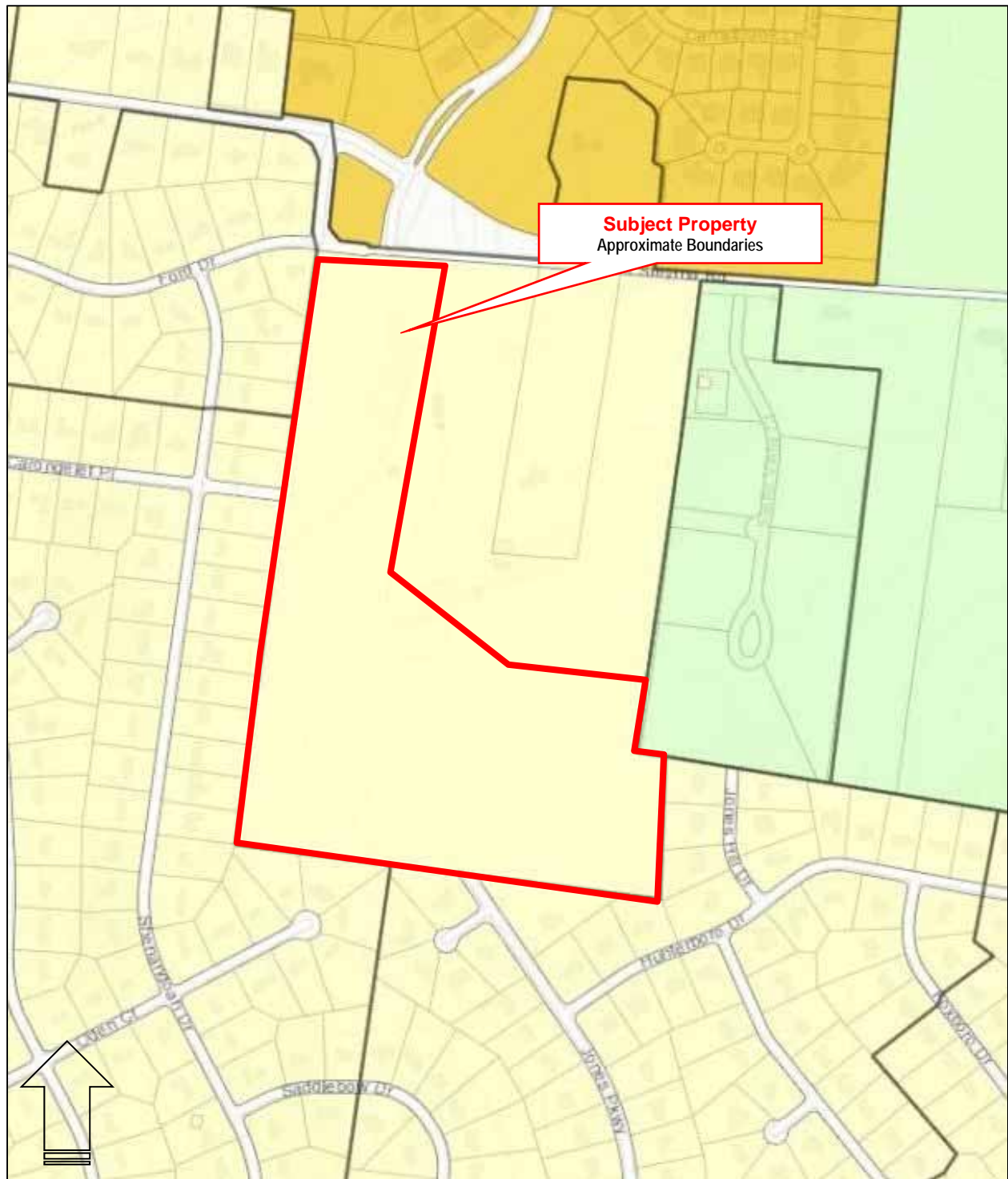
The Brentwood 2030 Plan identifies the subject site as potentially developable land upon which change is likely. The R-2 zoning is identified, suggesting low-density residential uses are envisioned. Planned roadway projects that will directly impact the property include the widening of Old Smyrna Road to 2/3 lanes with a multi-use path to accommodate pedestrians and cyclists, the extension of Old Smyrna Road to Franklin Road with a bridge over Interstate 65 and the extension of Jones Parkway between its existing termination points at the north and south ends of the subject property. Another interstate interchange between Old Hickory Boulevard and Concord Road is envisioned, which would promote access to the central areas of the neighborhood.

Conclusion

The subject is vacant land and is therefore assumed to comply with all applicable zoning regulations. Analysis of the current zoning code reveals that agricultural and low-density residential uses are permitted by right. The land use plan supports those uses presently allowed by zoning. Review of a furnished concept plan revealed that the subject property could support approximately 31 one-acre residential lots under current zoning.

A zoning map is included on the following page.

ZONING MAP



PROPERTY TAX DATA

Reappraisals are mandated by the state to occur every four, five, or six years. Williamson County is on a five-year cycle. The purpose of a reappraisal is to bring property values to current market value and maintain equalization through the county. The last reappraisal occurred in 2017; however, property taxes are not automatically increased as a result of a reappraisal because of Tennessee's Certified Tax Rate (CTR) law. The CTR law prevents an automatic increase in tax liability by requiring local taxing authorities to recalculate the property tax rate and set it back to a level that would produce the same amount of tax revenues countywide as before reappraisal, excluding new construction values. The law does not prevent local taxing authorities from increasing the tax rate after the CTR adjustment in order to meet their budgets. The following table shows the combined historical tax rates for Williamson County and its municipalities over the past several years.

<u>Year</u>	<u>County</u>	<u>Franklin</u>	<u>Franklin/FSSD</u>	<u>Ninth/Outside</u>	<u>Brentwood</u>	<u>Fairview</u>	<u>Nolensville</u>	<u>Spring Hill</u>	<u>Th. Station</u>
2012	\$2.3100	\$2.5765	\$3.3275	\$3.0610	\$2.7000	\$2.8950	\$2.4100	\$2.8500	\$2.3630
2013	\$2.3100	\$2.5765	\$3.3540	\$3.0875	\$2.7000	\$2.8950	\$2.4100	\$2.8500	\$2.3630
2014	\$2.3100	\$2.6065	\$3.3840	\$3.0875	\$2.7000	\$2.8950	\$2.4100	\$2.7903	\$2.3630
2015	\$2.3100	\$2.6065	\$3.4606	\$3.0541	\$2.7000	\$3.2600	\$2.4100	\$2.7903	\$2.3630
2016	\$2.1500	\$2.4576	\$3.0966	\$2.6790	\$2.4600	\$2.9765	\$2.2500	\$2.5781	\$2.2030
2017	\$2.1500	\$2.4876	\$3.1066	\$2.7960	\$2.4900	\$3.0065	\$2.2800	\$2.6081	\$2.2230
2018	\$2.1500	\$2.5076	\$3.1566	\$2.7990	\$2.5100	\$3.0265	\$2.3000	\$2.7469	\$2.2530
2019	\$2.2200	\$2.5776	\$3.2266	\$2.8090	\$2.5800	\$3.0965	\$2.3700	\$3.0769	\$2.3230

Tax Identification

The subject is currently identified as part of Parcel 43.00 on Williamson County Tax Map 29.

Appraisal & Assessment Calculations

Real estate in Tennessee is subject to ad valorem (according to value) taxation and the assessed value for residential property is normally calculated as 25% of fair market value. In addition, the subject is currently classified as agricultural land under the Greenbelt Law (Agricultural, Forest and Open Space Land Act of 1976). This law requires the Tax Assessor to identify a "Use Value" of the property in question. The assessment ratio is then applied to the use value rather than the fair market value typically utilized. This law enables large land holders to decrease the amount of taxes paid for undeveloped land. The Williamson County Assessor's Office uses cost, market, and income approaches in compliance with the Uniform Standards of Professional Appraisal Practice, the policies of the International Association of

**BOOZER &
COMPANY, P.C.**

Assessing Officers, and the rules of the State Board of Equalization to estimate the values of property.

Taxing Jurisdictions & Rate

The property is located in the taxing jurisdictions of Williamson County and the City of Brentwood, which have a combined 2019 tax rate of \$2.58 per \$100 of assessment.

Assessment & Liability

The subject's current tax assessment & liability data is summarized below:

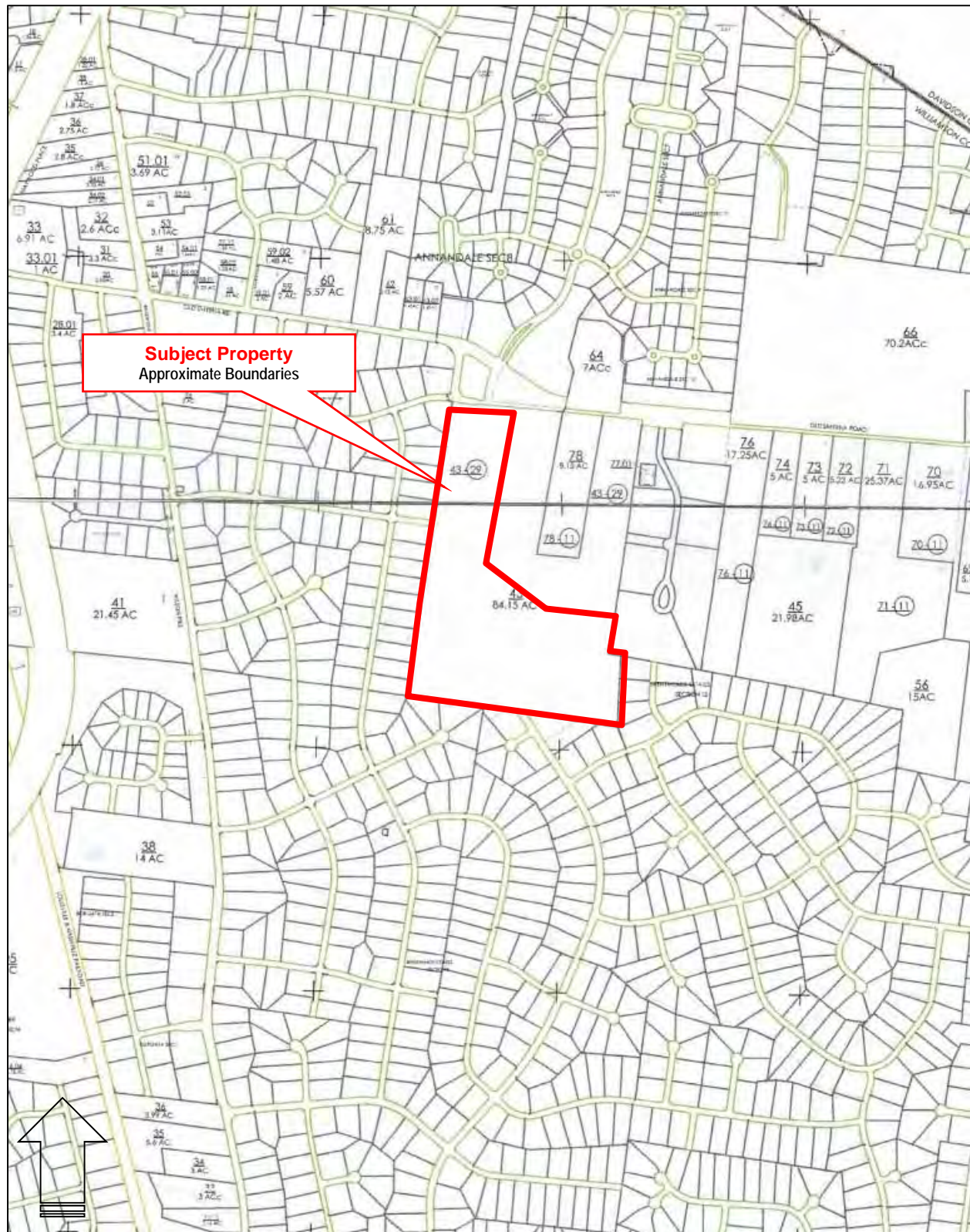
Tax Liability Calculation		
Component	84.15-Ac Parent Tract	52.1-Ac Allocation
Land value	\$4,857,100	\$3,006,545
Improvement value	<u>4,800</u>	<u>0</u>
Total appraisal value	\$4,861,900	\$3,006,545
Greenbelt use value	\$120,600	\$74,651
Improvement value	<u>4,800</u>	<u>0</u>
Total use appraisal	125,400	74,651
Assessment ratio	25.0%	25.0%
Assessment total	\$31,350	\$18,663
Tax rate	<u>0.0258</u>	<u>0.0258</u>
Property tax liability	\$809	\$482

According to the Williamson County Trustee's Office, the subject's 2019 property taxes are due and payable in the amounts shown above by February 28, 2020. There are no past due or unpaid taxes owed from prior years.

Tax Analysis & Conclusion

The current tax liability of the subject's 84.15-acre parent tract is \$809. The allocation to the 52.1-acre subject is approximately \$482. Under Greenbelt Law, a land owner who wishes to no longer participate in this program may have the Greenbelt classification removed from the property; however, "Rollback" taxes for the three years prior to reclassification are assessed. Rollback taxes are calculated by subtracting taxes paid based on a Use Value Assessment from taxes owed based on the Fair Market Value Assessment.

TAX MAP



SITE DATA

The appraised property is part of an existing 92.3-acre historic farm known as Windy Hill and is located at 9132 Ford Drive in Brentwood, Tennessee. The physical features of the site are described as follows:

Size:	52.1± acres of an 84.15-acre parcel
Shape:	Irregular
Frontage:	500'± on the south side of Old Smyrna Road (40' ROW, improved), much of which has been closed to thru-traffic; Jones Parkway (60' ROW, improved) terminates at the south property line & Carondelet Place (50' ROW, unimproved) terminates at the west property line
Ingress/Egress:	Road frontage
Visibility/Exposure:	Good/Average; the site is clearly visible from its accessible road frontage along Old Smyrna Road, a low-capacity, constrained facility accommodating an average annual daily traffic count of 2,946 vehicles (TDOT, 2018)
Topography:	Rolling pasture traversed by a blue line stream (Little Harpeth River Tributary 4) that creates a floodway and floodplain along the west margin of the property
Drainage:	Surface runoff along the natural contours of the land
Subsoil:	We were not provided a soil study of the site, but it is assumed that the subsoil is of sufficient strength and load bearing capacity to permit the construction of approved residential structures
Floodplain:	FEMA FIRM 47187C0094G, last revised on December 22, 2016. The subject is partially located in floodway & floodplain of the Little Harpeth River Tributary 4 (Zone AE). See item 14 in General Assumptions and Limiting Conditions.
Utilities:	All public utilities, including sewer, water, electricity, natural gas and telephone service are available to the site in sufficient quantity to serve improvements approved by zoning
Easements:	None detrimental; a 20'-wide sanitary sewer easement generally parallels the Little Harpeth River Tributary 4
Impervious Surfaces:	Farm structures, perimeter fencing and dry-stack stone walls
Offsite:	Old Smyrna Road is a two-lane historic street that links Wilson Pike and Edmondson Pike, providing east-west access through the least developed area of the neighborhood. It is a 40'-wide constrained

facility with traffic calming measures, i.e., speed humps, signage, etc., that city planners have identified as in need of upgrades. The Major Thoroughfare Plan calls for the improvement/realignment of Old Smyrna Road to include 2/3 travel lanes, shoulders, turn lanes and an adjoining multi-use path.

Surrounding Uses: North – Upper-bracket single-family residential subdivision
South – Upper-middle bracket single-family residential subdivision
East – Upper-bracket large-lot residential subdivision
West – Middle-bracket single-family residential subdivision

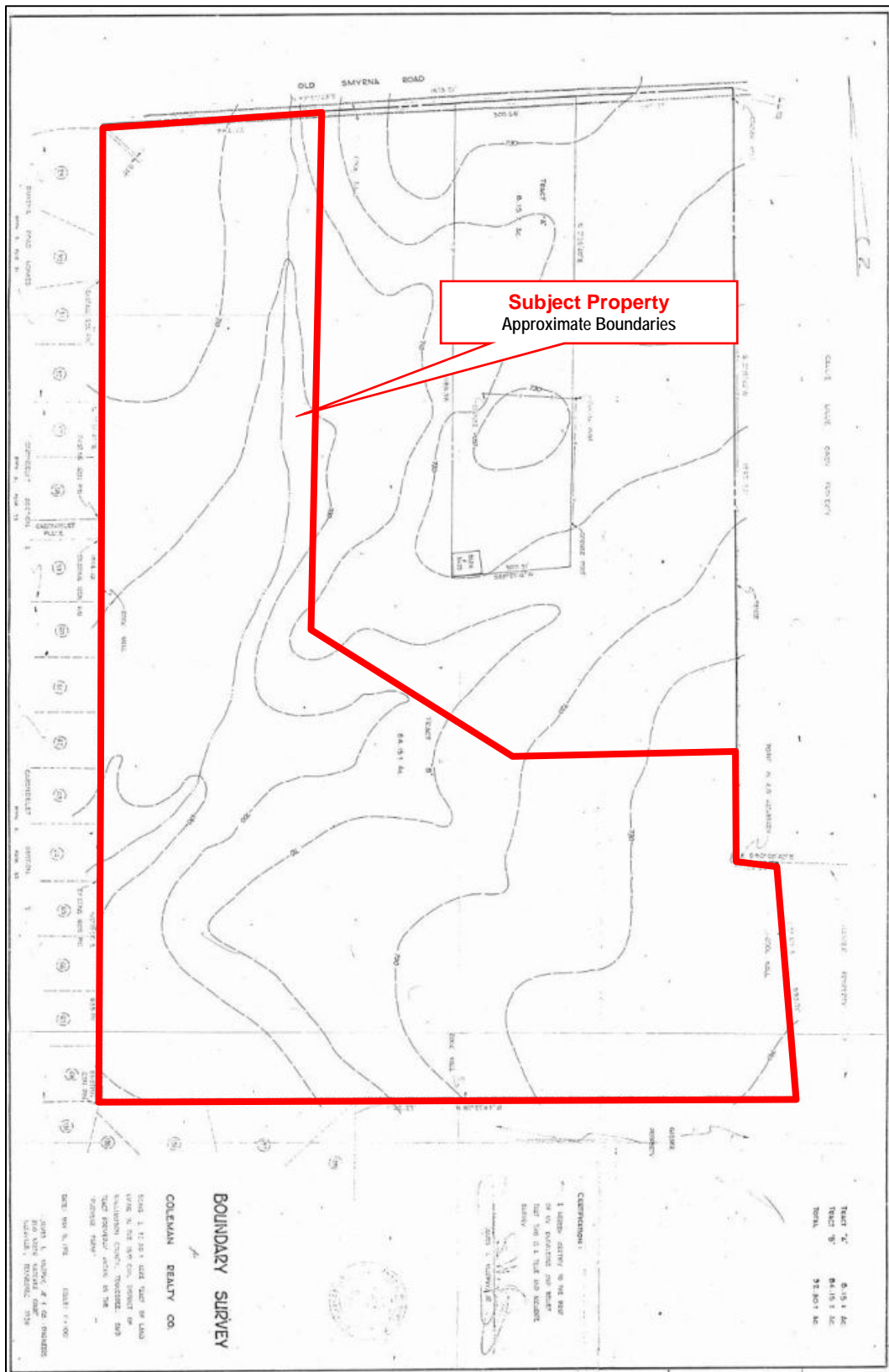
Environmental: *The existence of hazardous substances, including without limitation asbestos, polychlorinated biphenyls, petroleum leakage, or agricultural chemicals, which may or may not be present on the property, or other environmental conditions, were not called to the attention of, nor did the appraiser 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. The presence of such substances, such as asbestos, urea formaldehyde foam insulation, or other hazardous substances or environmental conditions, may affect the value of the property. The value estimated is based on the assumption that no such condition on or in the property or in proximity would cause a loss in value. No responsibility is assumed for any such conditions, nor for any expertise or engineering knowledge required to discover them.*

**Development
Potential:**

The current zoning and land use plan support development on the property to an overall density of 1 unit per acre, with a minimum lot area of 1 acre. We were furnished with a concept plan illustrating a potential subdivision that conforms to the current R-2 zoning as well as a plan illustrating a development conforming to the more intense OSRD district, both of which provide evidence of the property's development potential.

Conclusion: The subject is a 52.1-acre portion of the historic Windy Hill Farm in Brentwood, Tennessee. The topography is rolling pasture (with a level area sufficient for an airplane landing strip) that is traversed by a blue-line stream that diminishes the usable area to some degree, but the tract could support the approximately 31 one-acre lots permitted by current zoning and land use policy. All public utilities are available and there are no easements or encumbrances that are detrimental to utility or value. Overall, the property is well suited for the existing agricultural use or single-family residential development.

SURVEY



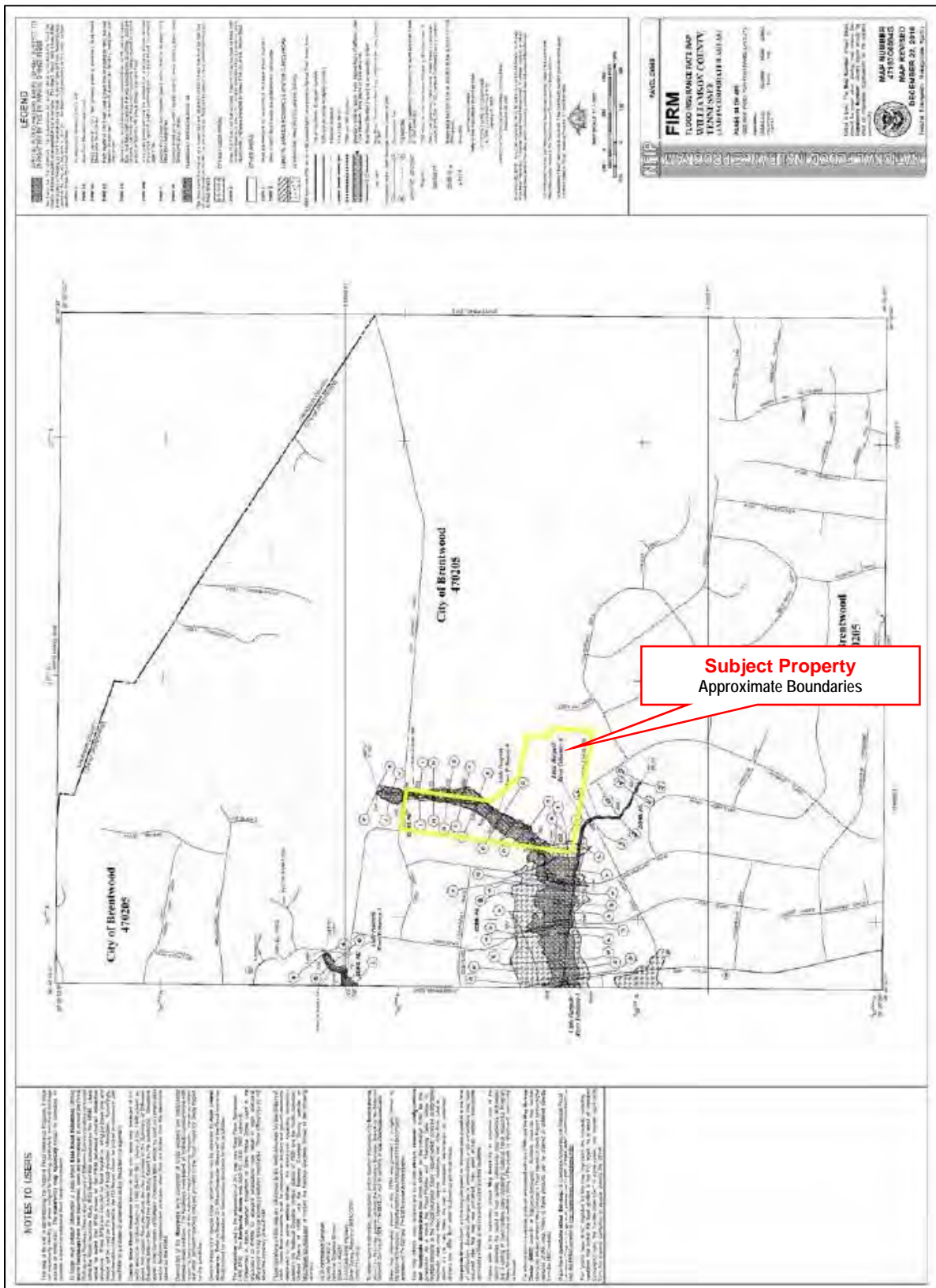
AERIAL IMAGE



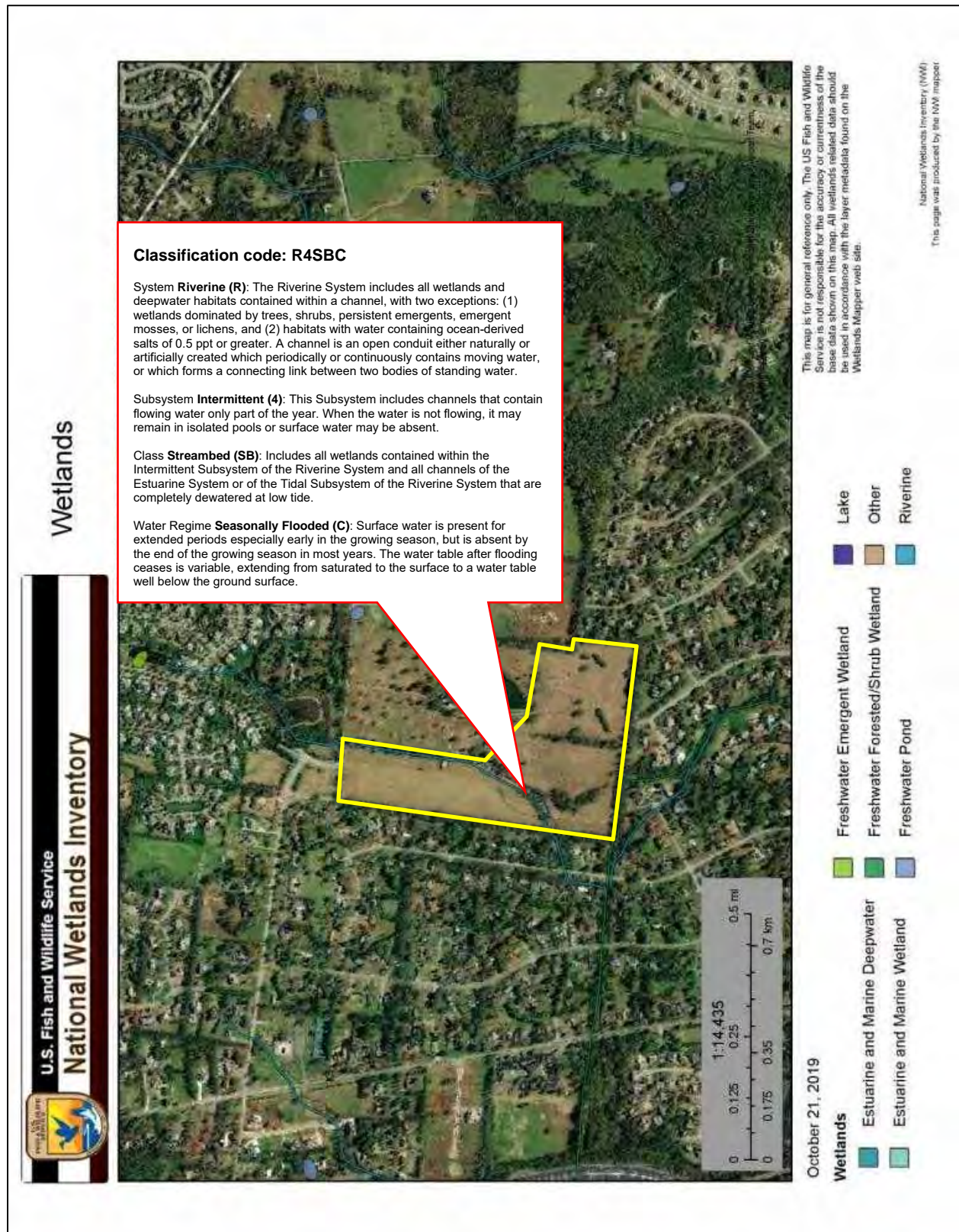
FURNISHED LAND AREA EXHIBIT



FEMA FLOOD INSURANCE RATE MAP



WETLANDS MAP



FURNISHED CONCEPT PLAN



SITE PHOTOGRAPHS



Westerly view of Old Smyrna Road



Westerly view of southern boundary



Typical terrain



Small aircraft landing strip



Little Harpeth River Tributary 4



Little Harpeth River Tributary 4

HIGHEST AND BEST USE

Highest and best use is defined as, *“the reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.”*

The definition indicates that there are two types of highest and best use. The first type is highest and best use of land or a site as though vacant. The second is highest and best use of a property as improved. Each type requires a separate analysis. Moreover, in each case, the existing use may or may not be different from the site's highest and best use. The highest and best use of an improved property will only be for another use when the value of the land as if vacant exceeds the value of the property as improved plus demolition costs.

Legally Permissible: The subject property is 52.1 acres of unimproved agricultural land that is zoned R-2, Suburban Residential, which is intended to allow for primarily low-density residential development and agricultural uses. Development to an overall density of 1 unit per acre, with a minimum lot area of 1 acre, is permitted by right in this district. The subject has existed in its present configuration for a number of years and is therefore assumed to comply with all existing zoning regulations.

Physically Possible: The property's location, size, shape, access, utility, availability and terrain render it suitable for those uses approved by zoning. The property can legally be developed to a density of one unit per acre, with a one-acre minimum lot size; however, environmentally sensitive areas created by the Little Harpeth River Tributary 4 result in some loss of utility. Based on furnished information, the development potential under current zoning is approximately 31 one-acre lots, resulting in a density of 0.6 units per acre.

Financially Feasible: Any use of the subject site that provides a financial return in excess of the cost of the land and amortized cost of capital limits those uses which are financially feasible. The level of investment exhibited by current construction activity throughout the area provides the most compelling evidence that current market fundamentals warrant new residential housing at this time. Given current development costs, lot prices and absorption trends reflected in the local market, developing the 52.1-acre tract with a 31 unit subdivision is considered to be

financially feasible at this time. Alternatively, the subject could remain undeveloped together with its parent tract, Windy Hill Farm, which would be attractive to the conservation-minded buyer market, which is comprised of a relatively small group of investor/owners but is very active in this region.

Maximally Productive: Taking all of the aforementioned factors into consideration, the maximally productive use of the subject property, as vacant, is development with a 31-lot residential subdivision at this time. No other use, other than maintaining it as a farm, would comply with the current zoning and the success of competing developments bodes well for that use.

Highest & Best Use Conclusion

The reasonably probable and legal use of the subject, as vacant, which is physically possible, financially feasible and results in the highest value would be subdivision development with 31 one-acre lots to be sold off in the open market. The subject could attract a conservation-minded buyer based on its location, surrounding development and historical cachet, but the sale price would most likely be driven by the tract's development potential. The timing is now and the most probable buyer is a developer.

VALUATION

The typical and theoretical real estate appraisal includes three separate but interrelated preliminary approaches to value, which are correlated into a single final value conclusion. The preliminary approaches are summarized as follows:

1. **The Cost Approach** - based upon the estimated reproduction or replacement cost of the improvements less accrued depreciation plus land value.
2. **The Sales Comparison Approach** - a direct comparison of the property under appraisal with other similar properties which have sold.
3. **The Income Capitalization Approach** - a set of procedures in which an appraiser derives a value indication for income-producing property by converting anticipated

benefits into property value. This conversion is generally accomplished using either direct capitalization or discounted cash flow analysis.

In the appraisal of a specific property, one or more of the approaches may be more applicable than the others and one or more of the approaches may be impractical because of the lack of suitable data in the market with which to make comparisons. Market participants are currently analyzing purchase prices for vacant land tracts as they relate to available substitutes in the market. Accordingly, the Sales Comparison Approach was processed. Other methods were excluded for lack of relevance.

SALES COMPARISON APPROACH

Sales comparison approach is defined as, *“the process of deriving a value indication for the subject property by comparing sales of similar properties to the property being appraised, identifying appropriate units of comparison, and making adjustments to the sale prices (or unit prices, as appropriate) of the comparable properties based on relevant, market-derived elements of comparison. The sales comparison approach may be used to value improved properties, vacant land, or land being considered as though vacant when an adequate supply of comparable sales is available.”*

In the sales comparison approach, the value of a property is estimated by comparing it with similar, recently sold properties in the surrounding or competing area. Inherent in this approach is the principle of substitution, which holds that when a property is replaceable in the market, its value tends to be set by the cost of acquiring an equally desirable substitute property, assuming that no costly delay is encountered in making the substitution. Through the analysis of sales of verified arm's-length transactions, market value and price trends are identified. The sales utilized are comparable to the subject in physical, functional, and economic characteristics. The basic procedure is as follows:

1. Identify the most recent relevant sales from which to select and analyze truly comparable sales, with consideration given to the date of sale.
2. Identify any changes in economic conditions between the date of sale and the date of value.

3. Calculate the cash equivalent price for any sale that includes favorable financing.
4. Reduce the sale price to a unit of comparison such as the sale price per square foot or sale price per unit.
5. Make appropriate adjustments to the prices of the comparable sale properties for differences in the relevant elements of comparison.
6. Interpret the results to derive a value indication from the sales comparison approach.

The subject is 52.1± acres of rolling pasture that is part of the historic Windy Hill Farm in Brentwood, Tennessee. It addresses the south side of Old Smyrna Road, is zoned for low-density residential and agricultural uses and has all public utilities available. The development potential based on the tract's physical features and zoning approvals is estimated to be 31 one-acre single-family residential lots. Our investigation revealed the following sales of similar properties in the subject's competitive market area:



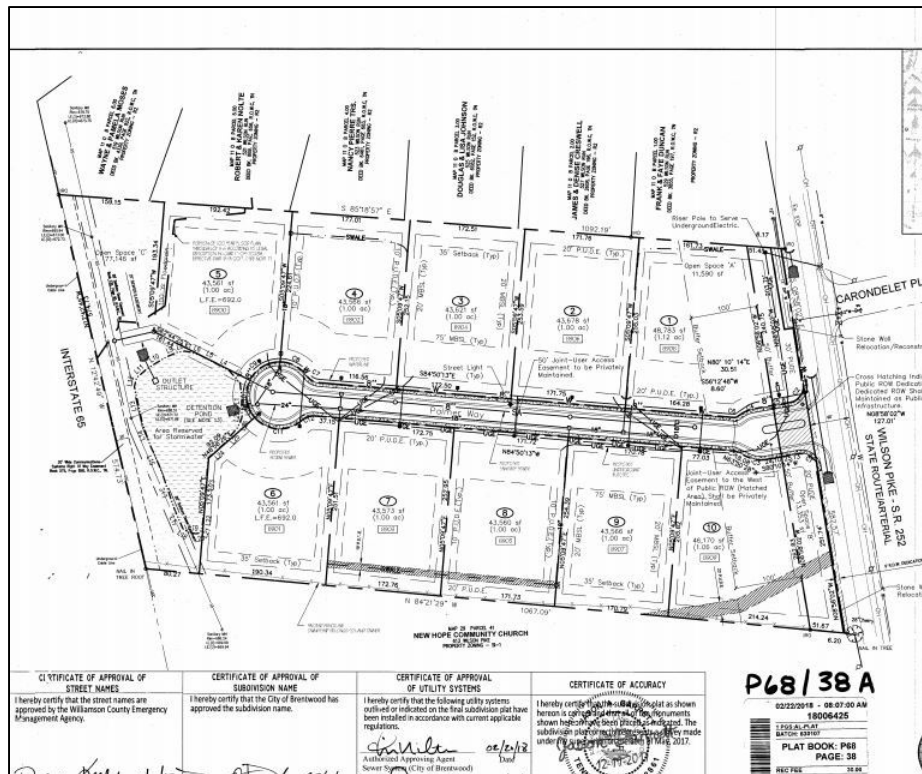
Land Sale 3

Location:
Map/Parcel:
Grantor:
Grantee:
Date of Sale:
Book/Page:
Zoning:
Price:
Size:
No. Lots:
Density:
Price/Acre:
Price/Lot:

Lawson Property

Wilson Pike, Brentwood, Williamson County, Tennessee
35/9.00
Bobby Lawson, II & Meredith Lawson O'Brien
Partners in Building of Tennessee, LLC
November 7, 2018
7501/221
R-2
\$2,150,000
23.96 acres
8
0.33 units/acre
\$89,733
\$268,750

Comments: Located on the east side of Wilson Pike, a short distance south of Concord Road, in Brentwood. Shape is generally rectangular and topography is rolling and wooded. Tract was acquired for development with an 8-lot subdivision with an average lot size of 2.16 acres. All lots are considered 'transitional' due to natural slopes exceeding 15%. Previously, the property was the location of a proposed 16-lot development, that received approval from the Board of Commissioners upon first reading, but was subsequently withdrawn from consideration by the applicant following a delayed second reading.



Land Sale 4

Location: 601 & 607 Wilson Pike, Brentwood, Williamson County, Tennessee
Map/Parcel: 11/26.00 & 29/42.00
Grantor: Cornelia Mootz, et al & New Hope Community Church, Inc.
Grantee: SDT, LLC
Date of Sale: January 17, 2017
Book/Page: 6987/380 & 424
Zoning: R-2
Price: \$1,706,250
Size: 13.62 acres
No. Lots: 10
Density: 0.73 units/acre
Price/Acre: \$125,275
Price/Lot: \$170,625

Marshall Place

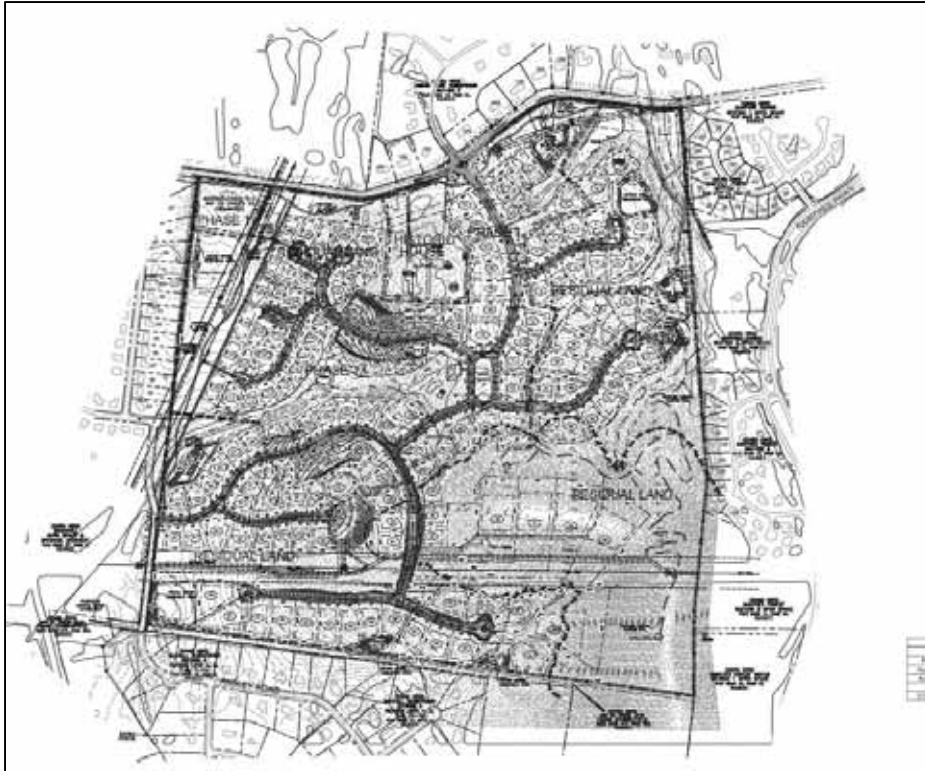
Comments: Located on the west side of Wilson Pike, opposite Carondelet Place, in Brentwood. Shape is generally rectangular and topography is rolling and mostly cleared. Tract was acquired for development with a 10-lot subdivision with an average lot size of 1.02 acres. The development plan included relocating a historic dry-stack stone wall from the Wilson Pike right of way to the buffer area along the road.



Land Sale 5

Location:	Avery 6420 Murray Lane, Brentwood, Williamson County, Tennessee
Map/Parcel:	12/13.00
Grantor:	Helen S. May
Grantee:	Murray Lane Development, LLC
Date of Sale:	August 15, 2016
Book/Page:	6839/70
Zoning:	OSRD
Price:	\$3,750,000 (\$3,500,000 + \$250,000)*
Size:	31.50 acres
No. Lots:	23
Density:	0.73 units/acre
Price/Acre:	\$119,048
Price/Lot:	\$163,043

Comments: Located on the east side of Murray Lane, between Waterford Drive and Forest Park Drive, in Brentwood. Property forms a slightly irregular rectangle, and consists of rolling to sloping terrain. Some lots are considered 'transitional' due to natural slopes exceeding 15%. Tract was acquired for development with a 23-lot development with an average lot size of roughly 0.82 acre. Finished home prices will reportedly range from \$1.5 to \$4.0 million, with an average of around \$2.25 million. *Represents the \$3.5 million consideration paid to the seller, plus the \$250,000 purchase option assignment fee paid outside of closing.

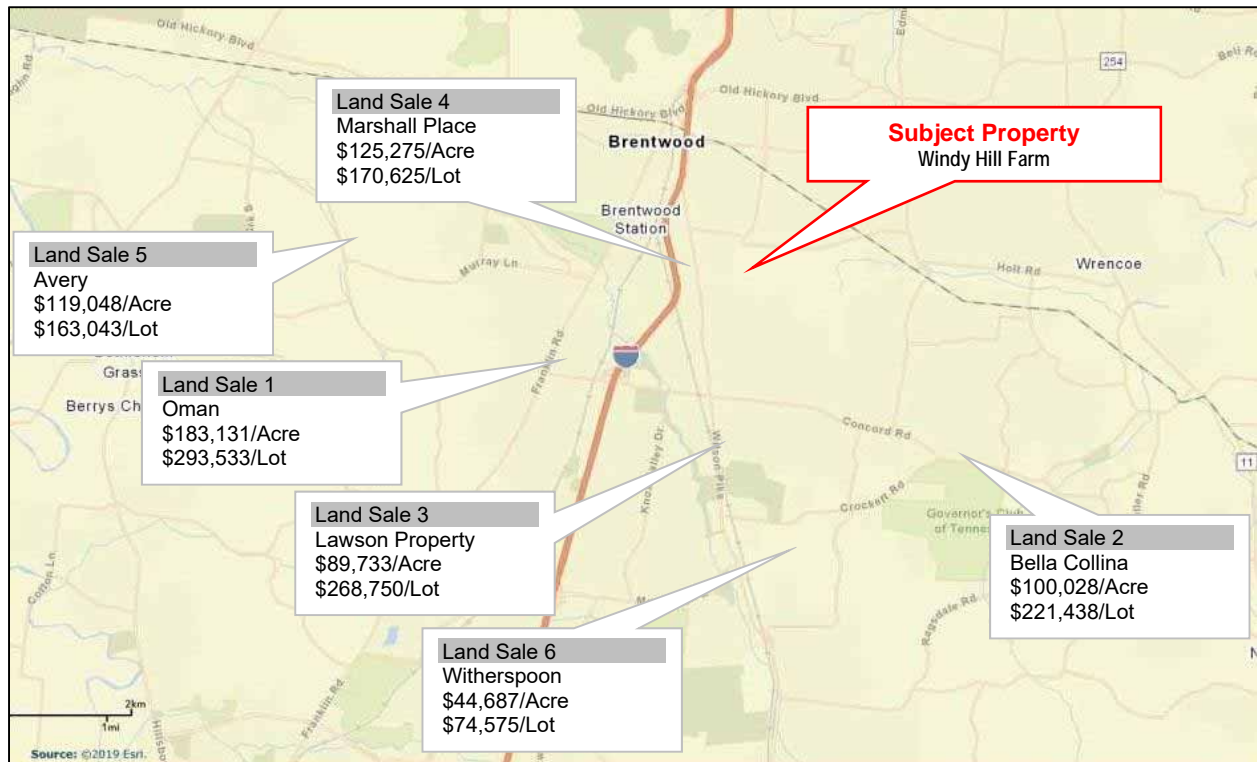


Land Sale 6

Location:	Witherspoon 9305 Crockett Road, Brentwood, Williamson County, Tennessee
Map/Parcel:	35/22.00
Grantor:	Charles Witherspoon, Jr. & Brentwood United Methodist Church
Grantee:	Holt Witherspoon, LLC
Date of Sale:	January 15, 2016
Book/Page:	6655/7
Zoning:	OSRD
Price:	\$11,410,000 (\$10,500,000 + \$910,000)*
Size:	255.33 acres
No. Lots:	153
Density:	0.60 units per acre
Price/Acre:	\$44,687
Price/Lot:	\$74,575

Comments: Located on the south side of Crockett Road, a short distance east of Wilson Pike, in Brentwood. Property is generally rectangular in shape, fronting 3,385'± on Crockett Road to a depth of 1,425'±. Topography is rolling fields and forest fragments. The property wraps around an antebellum mansion known as Wildwood, built circa 1835, that has been vacant since 1965. This portion of the estate (8.45 acres) was sold to a separate buyer for \$1,050,000 and is not included in the transfer above. Finished homes are projected to range from \$900,000 to over \$3,200,000, with an average of \$1,750,000. *Represents the \$10.5 million initial consideration paid to the seller, plus \$910,000 paid to true-up the sale price based on the agreed additional lot price (\$35,000/lot over 127) upon final OSRD approval.

MAP OF COMPARABLE LAND SALES



SUMMARY OF COMPARABLE LAND SALES

No.	Development	Sale Date	Sale Price	Acreage	Lots	Zoning	Density	Price/Acre	Price/Lot
1	Oman	Jan-19	\$6,164,200	33.66	21	OSRD	0.62	\$183,131	\$293,533
2	Bella Collina	Dec-18	\$1,771,500	17.71	8	R-2	0.45	\$100,028	\$221,438
3	Lawson Property	Nov-18	\$2,150,000	23.96	8	R-2	0.33	\$89,733	\$268,750
4	Marshall Place	Jan-17	\$1,706,250	13.62	10	R-2	0.73	\$125,275	\$170,625
5	Avery	Aug-16	\$3,750,000	31.5	23	OSRD	0.73	\$119,048	\$163,043
6	Witherspoon	Jan-16	\$11,410,000	255.33	153	OSRD	0.60	\$44,687	\$74,575
Average:				62.63	37		0.58	\$110,317	\$198,661
Minimum:				13.62	8		0.33	\$44,687	\$74,575
Maximum:				255.33	153		0.73	\$183,131	\$293,533
Median:				27.73	16		0.61	\$109,538	\$196,031
Data Range:				241.71	145		0.40	\$138,444	\$218,958
Standard Deviation:				94.72	57		0.16	\$45,692	\$79,855
Coefficient of Variation:				151.2%	153.7%		27.4%	41.4%	40.2%

Comparative Analysis

As illustrated above, six fairly recent land sales purchased for low-density single-family residential subdivision development were included in this analysis, all of which were selected due to their similarities to the subject. Market participants typically calculate prices for residential development land based on the price per acre or price per lot. As illustrated above,

the coefficient of variation, which is a measure of relative dispersion that expresses the standard deviation of the data set as a percentage of the mean, is very similar for both metrics, suggesting similar variability. Accordingly, both units of measurement were considered.

Transactional

To the best of our knowledge, all of the sales represented arms-length transactions, which included the fee simple estate property rights. In addition, all of the sales were cash to seller conveyances, whereby financing was not a factor in the sales price. We are not aware of any unusual sale conditions involved in any of the transactions. Upward adjustments were applied to the sale prices of Comps 5 & 6 to account for the additional consideration paid outside of closing for a purchase contract assignment and to true-up the sale price based upon the negotiated per-lot price above initial approvals, respectively. No other transactional adjustments were warranted.

Market Conditions

All of the sales occurred over the past several years and represent some of the most recent land sales of development tracts deemed similar to the subject. Significant investment throughout the Nashville area over the past several years has fueled rapid appreciation and current fundamentals are reflective of a strong market. As all of the comparables transferred during similar rising market conditions, they are considered to provide a sufficient representation of current market conditions. Any differences will be considered on a qualitative basis.

Location

The sales are all located in Brentwood, with access to city services and amenities. They are within the Brentwood or Ravenwood High School zoning districts, both very desirable clusters within the Williamson County School system. Each is accessible from an arterial or collector street serving the local area. The subject is located in Brentwood and is zoned for the Brentwood High School cluster, but is located along a scenic collector road designed for low-capacity traffic. However, the subject's location relative to existing developments, i.e., Annandale, Brentmeade Estates, Carondelet, etc., allows it to benefit from the existing street

and infrastructure system, thereby enhancing accessibility. Differences will be considered on a qualitative basis.

Zoning & Density

There are two dominant residential zoning districts in Brentwood: R-2 (Suburban Residential) and OSRD (Open Space Residential Development). Both allow for a maximum density of one dwelling unit per acre, but the OSRD permits more intense clustered development on lots as small as 14,000 square feet (0.32 acre). Obtaining OSRD zoning is beneficial to developers since less infrastructure is necessary to achieve the maximum allowable density. However, none of the sales achieved a density greater than 0.73 unit per acre. Sales 1, 5 & 6 are zoned OSRD, while the remaining sales share the subject's R-2 classification. Based on the estimated 31 one-acre lots the subject could support under current zoning, an overall density of 0.60 unit/acre is reflected, which falls between the mean and median indications of the competitive set. Differences will be considered on a qualitative basis.

Physical Characteristics/Development Potential

The sales all exhibited generally rectangular shapes, with extensive road frontage and sufficient depth to allow for traditional development. However, nearly all were developed with lots accessible from spine roads and/or cul-de-sacs, thereby reducing the number of access points from the arterial or collector road providing primary access. Most of the developments were accessible from a single point of entry, with some benefitting from additional connectivity via local streets serving adjoining projects. Several of the sales were encumbered by environmentally sensitive land features, i.e., floodplain, steep slopes, colluvial soils, etc., which reduced the number of supportable lots and/or increased development costs. The subject features an irregular flag shape and is encumbered by the floodway and floodplain of the Little Harpeth River Tributary 4, which reduces the number of supportable lots to about 31 and limits accessibility from Old Smyrna Road to a relatively short, 500'± of frontage. As illustrated on the furnished concept plan, developed lots within the subject property could be accessible from a series of internal streets and cul-de-sacs connected to a single point of entry along Old Smyrna Road. Although the existing plan would need to be reconfigured for shape & size since the subject only represents 52.1 acres of the overall plan, it clearly indicates that the best point of entry lies at the northwest corner of the subject property, at an

intersection aligned with the primary entry to Annandale (Jones Parkway). It also shows additional connectivity via existing streets that currently terminate at the subject property serving adjoining developments. Of note, the plan shows an extension of Jones Parkway through the property, which would provide an unbroken local street alternative to Wilson Pike between Concord Road and Church Street, and ultimately Old Hickory Boulevard via Cloverland Drive. Such a connection would benefit any development on the subject property and would be encouraged, and possibly required, by the City of Brentwood given the Jones Parkway extension is included in the long range land use plan. Overall, the subject's physical characteristics and development potential are sufficient to support subdivision with lot configuration, streets and infrastructure that conforms to the market standard. However, the additional cost to complete an extension of Jones Parkway, which is a 60' to 64' wide right of way that will need to cross the Little Harpeth River Tributary 4, would be considered by a potential purchaser in their pricing analysis since typical residential streets, including all those within the comparable subdivision sales, are contained within standard 50'-wide rights of way. Differences will be considered on a qualitative basis.

Conclusion

The sales were sufficiently recent, local and physically similar to form a credible value opinion for the subject property. They ranged in unit price from \$44,687 to \$183,131 per acre, producing an average (mean) indication of \$110,317/acre and a median indication of \$109,538/acre. In addition, they ranged in lot price from \$74,575 to \$293,533, producing mean and median indications of \$198,661/acre & \$196,031/lot, respectively. Overall, Sale 1 is judged superior to the subject and remaining sales due to its prominent location along Franklin Road, near the critical intersection of Concord Road. Sales 2 & 3 are judged inferior to the subject based on their limited development potential, while Sale 6 is considered to be inferior due to its significantly larger size, which tends to place downward pressure on unit prices. Accordingly, most reliance was placed on Sale 4 (\$125,275/acre & \$170,625/lot) & Sale 5 (\$119,048/acre & \$163,043/lot) based on their locational and physical attributes. As both of these sales represent smaller land tracts upon which greater density development was achieved (with typical 50'-wide streets), lower unit values are appropriate for the subject but offset to some degree due to the rising market conditions experienced since the sales occurred 2 – 3 years ago. Therefore, taking all pertinent factors into consideration, unit values

**BOOZER &
COMPANY, P.C.**

of **\$100,000/acre & \$160,000/lot** are selected as reasonable and reflective of market value at this time.

Market Value Calculation

The calculation to derive the market value of the subject property is as follows:

Component	Units	Unit Value	Value Indication
Acres	52.1 x	\$100,000 =	\$5,210,000
Lots	31 x	\$160,000 =	\$4,960,000
<i>Reconciled To:</i>			<i>\$5,000,000</i>

“As Is” Market Value Opinion

The value indications developed by the two units of measurement ranged from \$4,960,000 to \$5,210,000. Overall, we believe that emphasis should be placed on both value indications. Therefore, considering all pertinent factors, it is our opinion that the “as is” market value of the subject property’s fee simple estate, as of October 8, 2019, was:

FIVE MILLION DOLLARS

\$5,000,000

ESTIMATE OF MARKETING TIME & EXPOSURE TIME

Marketing time is defined as, *“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 an appraisal.”* Based on discussions with local brokers and considering the current firm market conditions found throughout the Nashville area, the marketing time is estimated to be **twelve months**.

Exposure time is defined as, *“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.”* (USPAP, 2018-2019 ed.) Considering the level of activity experienced by the local market area over the past several months, a reasonable exposure time is estimated to be **twelve months**.

CERTIFICATION OF THE APPRAISER

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

1. The statements of fact contained in this report are true and correct.
2. 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.
3. We have no present or prospective interest in the property that is the subject of this report, and we have no personal interest or bias with respect to the parties involved.
4. We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. Our compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. Our analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice and the Code of Professional Ethics of the Appraisal Institute.
8. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
9. Eric Boozer and Derrick Smith have made a personal inspection of the property that is the subject of this report.
10. No one provided significant professional assistance to the persons signing this report.
11. As of the date of this report, I, Eric L. Boozer, have completed the requirements of the continuing education program for Designated Members of the Appraisal Institute.
12. As of the date of this report, I, Derrick A. Smith, have completed the requirements of the continuing education program for Designated Members of the Appraisal Institute.
13. Eric L. Boozer hereby certifies that he is a Tennessee State Certified General Real Estate Appraiser and his certificate number is CG-389.
14. Derrick A. Smith hereby certifies that he is a Tennessee State Certified General Real Estate Appraiser and his certificate number is CG-4460.
15. This report was prepared in accordance with Title XI of FIRREA.

**BOOZER &
COMPANY, P.C.**

16. Eric Boozer and Derrick Smith have performed no services, as appraisers 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.



Eric L. Boozer, MAI, CCIM, CG-389
State Certified General R. E. Appraiser



Derrick A. Smith, MAI, CG-4460
State Certified General R. E. Appraiser

GENERAL ASSUMPTIONS AND LIMITING CONDITIONS

This Appraisal Report and resulting estimate of value, made expressly for the City of Brentwood, is subject to the following assumptions and limiting conditions:

1. The forecasts, projections, or operating estimates contained herein are based upon current market conditions, anticipated short-term supply and demand factors, and a continued stable economy. Therefore, these forecasts are subject to changes in future conditions. Value estimates in this appraisal report are stated in United States currency as of the date of appraisal.
2. No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable and in Fee Simple, unless otherwise stated in the report.
3. The property is appraised free and clear of all existing liens and encumbrances, including deed restrictions and developers agreements, unless otherwise stated in this appraisal report.
4. Information furnished by others is believed to be true, correct, and reliable. A reasonable effort has been made to verify such information; however, no responsibility for its accuracy is assumed by the appraiser(s).
5. Maps, plats, and exhibits included in this appraisal report are for illustration only, as an aid in visualizing matters discussed within the report. They should not be considered as surveys or relied upon for any other purpose. The appraiser(s) has not made a survey of the property, and no responsibility is assumed in connection with such matters.
6. The physical condition of the improvements described herein was based on a visual, walk-through inspection. No liability is assumed for the soundness of structural members, building components, mechanical equipment, plumbing, or electrical components as no professional tests were made of the same. The appraiser(s) assumes that no hidden or unapparent conditions of the property, subsoil, or structures exist, which would render the property more or less valuable. The appraiser(s) assumes no responsibility for such conditions, or for engineering which might be required to discover such factors. The appraiser(s) recommends that the client obtain an opinion from a competent engineering firm.
7. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless noncompliance is stated, defined, and considered in this appraisal report.
8. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in this appraisal report.
9. It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or

private entity or organization have been or can be obtained or renewed for any use on which the value estimate(s) contain in this report is based.

10. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that no encroachment or trespass exists, unless noted in this appraisal report.
11. Value estimates in this appraisal report apply only to the entire property, and cannot be prorated to individual portions or fractional interests. Any proration or division of interest will invalidate the value estimate(s), unless such proration or division of interests is set forth in this appraisal report.
12. The appraiser(s) is not required to give testimony or attendance in court by reason of this appraisal, with reference to the property in question, unless arrangements have been made previously therefore. The fee charged for this appraisal does not include payment for court testimony or for further consultation.
13. Unless otherwise stated in this appraisal report, the appraiser(s) did not observe the existence of hazardous material, which may or may not be present on the property. The appraiser(s) has no knowledge of the existence of such materials on or in the property. The appraiser(s), however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. Value estimates within this appraisal report are predicated on the assumption that there is no such material on or in the property, that would cause a loss in value. No responsibility is assumed for any expertise or engineering knowledge required to discover them. The appraiser(s) recommends that appropriate experts be retained to investigate and determine to what extent, if any, such substances are present and what risks, if any, are involved.
14. The determination concluded in this appraisal, as to whether or not the subject property is located within a Flood Hazard Zone, is based solely on an inspection of available Flood Insurance Rate Map(s) (FIRM) which are distributed by the National Flood Insurance Program (NFIP). The NFIP maps represent the most recent revisions available after reasonable investigations. Although these maps are the basis for flood hazard determination, the map scale is typically not adequate for accurate comparisons with other maps and/or surveys. Therefore, the determination presented herein regarding location of the subject property outside or within a flood hazard zone should not be construed as a guarantee or certification. Certification of this can only be provided by a qualified engineer and/or surveyor. If there is any possibility that the subject is within an identified flood hazard zone, we recommend that the property should be covered by adequate flood insurance.
15. Unless otherwise noted in this appraisal report, no consideration in the valuation process has been given to subsurface rights (minerals, oil, water, etc.) that may be found on the subject property.
16. Any proposed or incomplete improvements included in this appraisal report are assumed to be completed in accordance with approved plans and specifications and in a workmanlike manner.

17. The appraiser(s) reserves the right to alter opinions of value contained in this appraisal report on the basis of information withheld or not discovered in the normal course of a diligent investigation.
18. The Americans With Disability Act (ADA) became effective July 26, 1992. The appraiser has not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property together with a detailed analysis would reveal the need for renovations to comply with that statute. Such a requirement could have an adverse impact on the market value of the property. Because the appraiser has no direct evidence relating to this issue, the appraiser did not consider possible noncompliance with the requirements of the ADA in this report.

QUALIFICATIONS OF ERIC L. BOOZER, MAI, CCIM

EDUCATION

Jacksonville State University: Bachelor of Science Degree - 1985

Appraisal Institute Courses & Seminars:

Real Estate Appraisal Principles	Case Studies in Real Estate Valuation
Basic Valuation Procedures	Report Writing and Valuation Analysis
Capitalization Theory and Techniques A	Standards of Professional Practice A
Capitalization Theory and Techniques B	Standards of Professional Practice B
Analyzing Operating Expenses Seminar	Data Confirmation and Verification Methods
Small Hotel/Motel Valuation	The Internet and Appraising
Advanced Income Capitalization	Appraisal of Local Retail Properties
Evaluation of Commercial Construction	Evaluation of Residential Construction
Analyzing Commercial Lease Clauses	Conservation Easements (ASFMRA)
Effective Appraisal Writing	Litigation Appraising
Analyzing Distressed Real Estate	GIS Applications for RE Appraisal

EXPERIENCE

1996-Present: President, **BOOZER & COMPANY, P.C.**, a real estate appraisal and consulting firm specializing in the valuation of commercial, industrial, and residential properties.

1991-1995:	Real Estate Appraiser -	Norman Hall & Associates
1990-1991:	Real Estate Appraiser -	Richard Banks & Associates
1987-1990:	Real Estate Appraiser -	Tennessee Valley Authority

Provided testimony in federal and circuit courts as an expert witness in real estate valuation.

PROPERTY TYPES APPRAISED

• Apartments	• Office	• Shopping Centers
• Manufacturing	• Office/warehouse	• Distribution centers
• Restaurants	• Churches	• Automobile dealerships
• Subdivision	• Single-family	• Timberland/rural land/farms
• Parking Garage	• Residential Condo	• Elderly housing facilities
• Hotel/motel	• Self-storage	• Office Condominiums

Other experience includes consulting, investment analysis, feasibility studies, market analysis, site selection, tax assessment advice, litigation consulting, condemnation, and the valuation of easements, encroachments, estates and partial interests.

PROFESSIONAL AFFILIATIONS

Member Appraisal Institute (MAI) Certificate No. 10671
State Chapter No. 37 - 1995 MAI Candidate Liaison
Chapter Nominating Committee – 1996, 1999
Young Advisory Council, Washington D.C. - 1996
Chapter Board of Directors - 1997, 1998, 1999
General Associates Guidance Chair - 1997, 1998
Tennessee State Certified General Real Estate Appraiser - License Number CG-389
Real Estate Broker - State of Tennessee - License Number 00237573
Member of Greater Nashville Association of Realtors®
Certified Commercial Investment Member (CCIM)



QUALIFICATIONS OF DERRICK A. SMITH, MAI

Education

Bachelor of Science Degree - Middle Tennessee State University, 2011
Associate of Science Degree - Columbia State Community College, 2001
Tennessee State Certified General Real Estate Appraiser, CG-4460

Professional Courses & Seminars

Basic Appraisal Principals - TREES/TAPS, 2009
Basic Appraisal Procedures - TREES/TAPS, 2009
Uniform Standards of Professional Appraisal Practice - TREES/TAPS, 2009
General Appraiser Income Approach/Part 1 - Appraisal Institute, 2010
General Appraiser Income Approach/Part 2 - Appraisal Institute, 2010
Advanced Income Capitalization - Appraisal Institute, 2010
General Appraiser Report Writing and Case Studies - Appraisal Institute, 2011
General Appraiser Sales Comparison Approach - Appraisal Institute, 2012
General Appraiser Market Analysis and Highest & Best Use - Appraisal Institute, 2012
General Appraiser Site Valuation & Cost Approach - Appraisal Institute, 2013
Real Estate Finance Statistics and Valuation Modeling - Appraisal Institute, 2013
Quantitative Analysis - Appraisal Institute, 2013
Business Practices & Ethics - Appraisal Institute, 2014
Advanced Market Analysis and Highest & Best Use - Appraisal Institute, 2014
Advanced Concepts and Case Studies - Appraisal Institute, 2015
General Demonstration Report Writing - Appraisal Institute, 2015
USPAP Update Course - Appraisal Institute, 2017
Uniform Appraisal Standards for Federal Land Acquisitions - Appraisal Institute, 2017

Experience

2016-Present: Vice President at *Boozer & Company, P.C.*, Franklin, TN
2008-2015: Commercial Appraiser at *Boozer & Company, P.C.*, Franklin, TN

Provided testimony in federal and circuit courts regarding real estate valuation.

Property Types Appraised

- | | | |
|----------------------|-------------------------|----------------------------------|
| • Office | • Self-Storage | • Lodging |
| • Medical Office | • Automobile Dealership | • Multi-Unit Residential |
| • Office-Condominium | • Retail | • Special Purpose/Church/Daycare |
| • Office/Warehouse | • Shopping Center | • Subdivision/Mixed-Use |
| • Manufacturing | • Restaurant | • Rural Land/Farms |

Other experience includes litigation support, consulting, tax assessment advice, valuation of utility and conservation easements and partial interests.

Professional Affiliations

MAI Designated Member, Appraisal Institute
Leadership Development and Advisory Council (LDAC) – Washington, DC, 2018, 2019
Member, Tennessee Appraiser Coalition
Greater Nashville Association of REALTORS®



ADDENDA

RECORDED DEED

Bot 18
SKL

THIS INSTRUMENT PREPARED BY:
BASS, BERRY & SIMS
2700 First American Center
Nashville, Tennessee 37238

BK 1493 PG 812

QUITCLAIM DEED

Address New Owner(s) As Follows:	Send Tax Bills To:	Map Parcel Numbers:
Sensing Enterprises 2281 Old Hickory Blvd. Nashville, TN 37215	Same	15-029-043.00

WHEREAS, by deed of record in Book 243, page 365, Register's Office of Williamson County, Tennessee, WILBUR SENSING, JR. and wife, LUCY T. SENSING ("Grantors") conveyed certain real property to Wilbur Sensing Jr. and Wilbur Sensing, Sr.; and

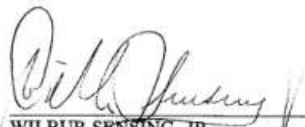
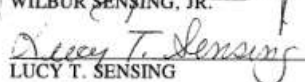
WHEREAS, by deed of record in Book 1051, page 512, said Register's Office, Wilbur Sensing, Jr. and Wilbur Sensing, Sr. conveyed said real property to SENSING ENTERPRISES, a Tennessee general partnership ("Grantee"); and

WHEREAS, the legal description in said deeds was incorrect; and

WHEREAS, the Grantors and Grantee have agreed that Grantors will execute and deliver this deed so that Grantee will have a deed that contains the correct the legal description.

NOW THEREFORE, for and in consideration of ONE DOLLARS (\$1.00), cash in hand paid, the receipt of which is hereby acknowledged, GRANTORS by these presents do hereby quitclaim and convey unto GRANTEE, its successors and assigns, all their right, title and interest in and to the property described in Exhibit A attached hereto.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 20 day of February, 1997.


WILBUR SENSING, JR.

LUCY T. SENSING

RECORDED DEED

STATE OF TENNESSEE)

BK 1493 PG 813

COUNTY OF Davidson)

Personally appeared before me, the undersigned, a Notary Public in and for the State and County aforesaid, WILBUR SENSING, JR., the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 20 day of February, 1997.


Notary Public

My Commission Expires:

1/24/98

STATE OF TENNESSEE)

COUNTY OF Davidson)

Personally appeared before me, the undersigned, a Notary Public in and for the State and County aforesaid, LUCY T. SENSING, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 20 day of February, 1997.


Notary Public

My Commission Expires:

1/24/98

RECORDED DEED

STATE OF TENNESSEE)

BK 1493 PG 814

COUNTY OF Darwin

The actual consideration for this transfer is \$1.00.

[Signature]
Affiant

Subscribed and sworn to before me
this 20 day of February, 1997.

[Signature]
Notary Public

My Commission Expires:

1/24/98



RECORDED DEED

BK 1493 PG 815

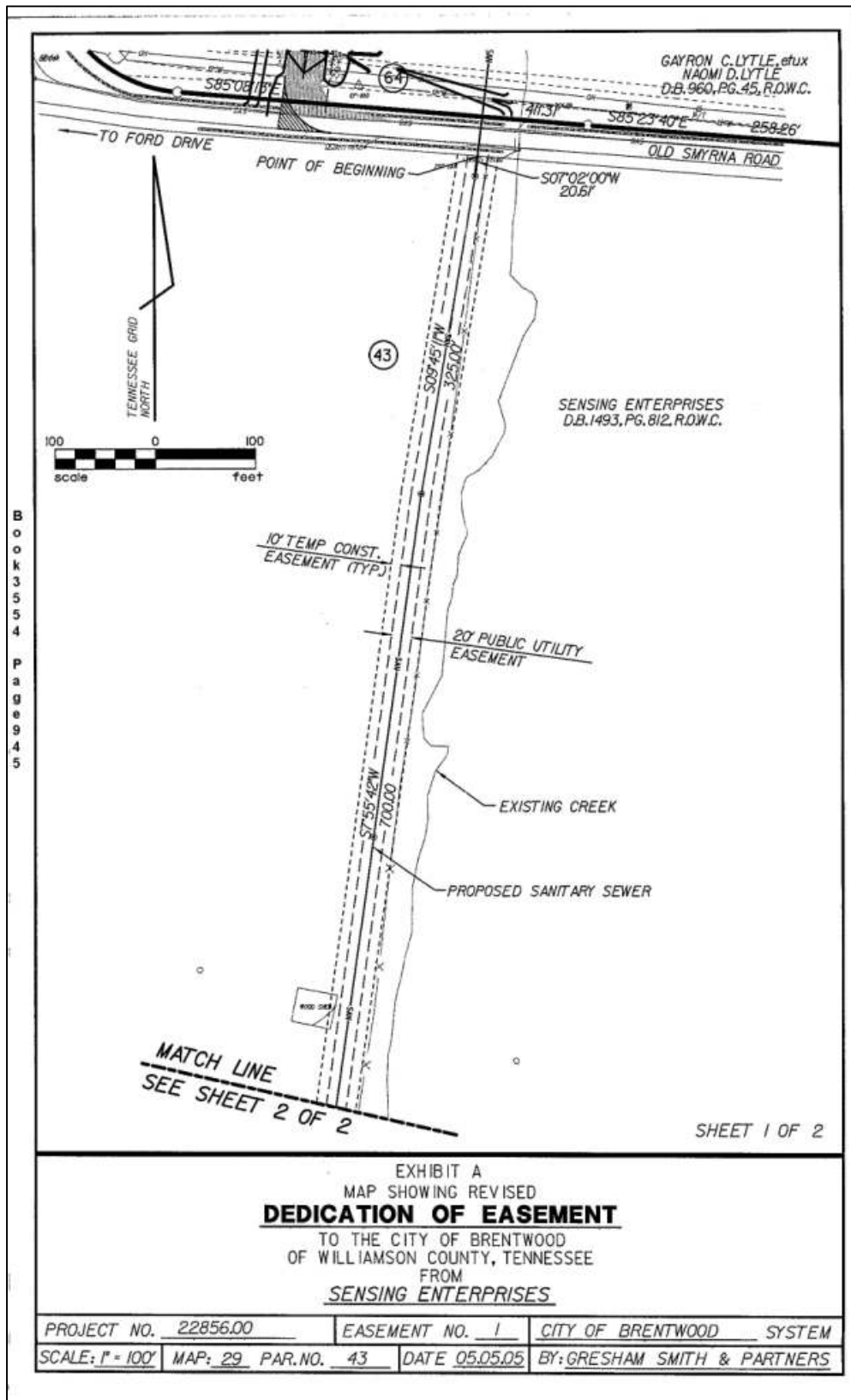
EXHIBIT A

LAND in the City of Brentwood, situated in the Fifteenth (15th) Civil District of Williamson County, Tennessee, and being more particularly described as follows:

BEGINNING at a point in the centerline of Old Smyrna Road, said point further described as being the northwest corner of the Callie Lillie Owen property; thence leaving centerline of Old Smyrna Road and running with the most westerly line of the said Owen property south 2 degrees 15 minutes 46 seconds west a distance of 1942.36 feet to a point; thence with the southerly line of the said Owen property south 86 degrees 00 minutes 40 seconds east a distance of 104.63 feet to a point; said point further described as being the north west corner of the Gasser property; thence leaving the Owen property and running with the westerly line of the said Gasser property south 2 degrees 15 minutes 11 seconds east a distance of 590.71 feet to a point; thence running with the northerly line of the Gasser property and the northerly line of Carondelet Subdivision, Section 2, as of record in Book 3, page 52, Register's Office of Williamson County, Tennessee, north 87 degrees 27 minutes 49 seconds west a distance of 1742.27 feet to a point, said point further described as being the common rear corner of Lots 63 and 131 on the plan of said Carondelet Subdivision, Section 2; thence running with the easterly line of said Carondelet Subdivision, Section 2, north 2 degrees 19 minutes 00 seconds east a distance of 633.01 feet to a point; thence running with the easterly line of said Carondelet Subdivision, Section 2, and with the easterly line of Carondelet Subdivision, Section 1, as of record in Book 3, page 23, Register's Office of Williamson County, Tennessee and with the easterly line of Smyrna Road Homes, as of record in Book 3, page 31, Register's Office of Williamson County, Tennessee; north 2 degrees 55 minutes 40 seconds east a distance of 1814.16 feet to a point lying in the centerline of Old Smyrna Road; thence leaving the easterly line of said Smyrna Road Homes and running with the centerline of Old Smyrna Road north 89 degrees 22 minutes 43 seconds east a distance of 884.64 feet to a point, thence running south 2 degrees 55 minutes 40 seconds west a distance of 1185.98 feet to a point; thence running south 88 degrees 27 minutes 16 seconds east a distance of 300.91 feet; thence running north 2 degrees 55 minutes 40 seconds east a distance of 1181.12 feet to a point lying in the centerline of Old Smyrna Road; thence running with the centerline of Old Smyrna Road north 89 degrees 22 minutes 43 seconds east a distance of 387.99 feet to the point of beginning, containing 84.15 acres, more or less.

State of Tennessee, County of WILLIAMSON
Received for record the 26 day of
FEBRUARY 1997 at 9:10 AM. (RECN 210044)
Recorded in official records
Book 1493 Page 812- 815
Notebook 57 Page 340
State Tax \$.00 Clerks Fee \$.00,
Recording \$ 16.00, Total \$ 16.00,
Register of Deeds SABIE WABE
Deputy Register SHERRY ANDERSON

RECORDED EASEMENT



LETTER OF ENGAGEMENT

COB Contract No. 2019-123

PROPOSAL FOR APPRAISAL SERVICES

Boozer & Company, P.C.
106 Mission Court, Suite 1001
Franklin, Tennessee 37067
T: 615.591.4422
F: 615.591.4433

September 24, 2019

Mr. Kirk Bednar
City Manager
City of Brentwood
5111 Maryland Way
Brentwood, TN 37027

Re: Appraisal Proposal
±52.1 acres vacant land
Old Smyrna Road
Brentwood, TN 37027
Sensing Enterprises

Dear Mr. Bednar:

Boozer & Company, P.C. agrees to provide an appraisal of the above-referenced property according to the following terms.

Subject Property:	<i>Ownership: Sensing Enterprises Address: 9132 Ford Drive (Old Smyrna Road) Location: Brentwood, TN 37027 Tax ID#: Tax Map 29, Parcel 43.00 (part of)</i>
Interest to be Valued:	<i>Fee Simple Estate</i>
Intended Use:	<i>To assist Client and intended users in establishing a market value for use in setting a potential purchase price and/or negotiation/planning/decision making purposes</i>
Intended User(s):	<i>Mr. Kirk Bednar, City Manager – City of Brentwood, Tennessee</i>
Type of Value:	<i>"As Is" Market Value</i>
Date of Value:	<i>Date of Appraiser's inspection</i>
Hypothetical Conditions / Extraordinary Assumptions:	<i>None</i>

LETTER OF ENGAGEMENT

Proposal for Appraisal Services
Sensing Enterprises – Old Smyrna Road
Page 2 of 2

Anticipated Scope of Work:	Perform necessary inspections, research & analyses to develop and report opinion of "as is" market value using the most applicable appraisal methods and techniques.
Report Option and Format:	<i>Appraisal Report (narrative, written report)</i>
Appraiser's Interest In Subject Property or in Client or Other Involved Parties:	Appraiser has no knowledge of any current or prospective interest of the Appraiser in the subject property or in Client or other parties involved in the transaction to which this appraisal relates.
Prior Services Regarding Subject Property (USPAP Disclosure):	Appraiser has not performed any prior services regarding the subject property within the three-year period immediately preceding the date of this Agreement, as an appraiser or in any other capacity.
Special Conditions:	<i>None</i>
Appraisal Fee:	\$3,500
Delivery Date:	3 weeks after acceptance of Agreement
Payment Terms:	<i>Appraiser will invoice Client upon completion</i>

Accepted By:

Client: City of Brentwood

Dated: 9-25-19

By: Kirk Bednar

Name: Kirk Bednar

Position: City Manager

Billing Address (email or person/address to whom invoices should be sent):

Kirk.Bednar@brentwoodtn.gov

5211 Maryland Way

Brentwood TN 37027

Brentwood City Commission Agenda

Meeting Date: 02/24/2020

Notice of Future Appointment of Three (3) Members to the Park Board (for information only)

Submitted by: Holly Earls, Administration

Department: Administration

Information

Subject

Notice of Future Appointment of Three (3) Members to the Park Board (for information only)

Background

At the April 13, 2020 meeting, the Board of Commissioners will appoint three (3) members to the Park Board. The appointees will serve three (3) year terms expiring April 30, 2023. The three positions on the Board are currently held by Daniel Spann, Lenda Elmlinger, and Dave Olmstead. Applicants must be residents of the City of Brentwood.

Applications must be submitted by March 13, 2020 to the City Recorder at Brentwood City Hall, 5211 Maryland Way, by mail to P. O. Box 788, Brentwood, TN 37024-0788, or online at the City's website: www.brentwoodtn.gov/volunteerboards.

Notice of the upcoming appointments and process/deadlines for applications will be published in the Tennessean's Williamson section, posted on the City's web page and on the Brentwood City Government Cable Channel.

Staff Recommendation

n/a

Fiscal Impact

Attachments

No file(s) attached.

Brentwood City Commission Agenda

Meeting Date: 02/24/2020

Notice of future appointment of one (1) representative to the Williamson County Board of Equalization (for information only)

Submitted by: Holly Earls, Administration

Department: Administration

Information

Subject

Notice of future appointment of one (1) representative to the Williamson County Board of Equalization (for information only)

Background

At the April 13, 2020 meeting, the Board of Commissioners will appoint one (1) representative to the Williamson County Board of Equalization. The representative will serve a two (2) year term expiring May 1, 2022. The Board of Equalization meets annually to hear appeals involving real and personal property valuation issues. Applicants must be residents of the City of Brentwood. Prior experience in the areas of property appraisals or real estate is desired. John Magyar is the City's current representative.

Applications must be submitted by March 13, 2020 to the City Recorder at Brentwood City Hall, 5211 Maryland Way or by mail to P. O. Box 788, Brentwood, TN 37024-0788.

Interested persons may complete the application online at the City's website:

www.brentwoodtn.gov/volunteerboards.

Notice of the upcoming appointments and process/deadlines for applications will be published in the Tennessean's Williamson section and posted on the City's web page and on the Brentwood City Government Cable Channel.

Staff Recommendation

n/a

Fiscal Impact

Attachments

No file(s) attached.
