

RESOLUTION NO. RS2019- 1861

A resolution declaring surplus and authorizing the conveyance of real property to certain nonprofit organizations, and authorizing grants not exceeding \$9,800,000.00 from the Barnes Fund for Affordable Housing to certain nonprofit organizations selected for the express purpose of constructing and rehabilitating affordable or workforce housing. (Proposal No. 2019M-019PR-001)

WHEREAS, the Metropolitan Government owns certain parcels of property identified as Exhibits A through J (the "Properties"), as shown in Section 1 below; and,

WHEREAS, Section 7-3-314(e) of the Tennessee Code Annotated (the "Act") permits a metropolitan government by resolution of its governing body to authorize the conveyance of the real property acquired pursuant to a delinquent tax sale by grant to a nonprofit organization; and,

WHEREAS, the Act requires that no property may be granted prior to the expiration of the statutory redemption period; and,

WHEREAS, the Act requires that all such property be used to construct affordable and workforce housing for residents of Davidson County; and,

WHEREAS, on March 5, 2019, the Metropolitan Housing Trust Fund Commission issued a request for application to qualified nonprofit organizations to participate in the nonprofit housing development grant program; and,

WHEREAS, Affordable Housing Resources has been selected to receive a grant conveying ten parcels as shown on the Attached Exhibits A through J; and,

WHEREAS, the requirements of Section 7-3-314(e) of the Act have been met as to the Properties; and,

WHEREAS, the grant process has conformed to the requirements of Tennessee law; and,

WHEREAS, Section 7-3-314 of the Tennessee Code Annotated states that metropolitan forms of government may provide financial assistance to a nonprofit organization in accordance with the guidelines of the Metropolitan Government; and,

WHEREAS, Section 5.04.070 of the Metropolitan Code of Laws provides that the Metropolitan Council may by Resolution appropriate funds for the financial aid of nonprofit organizations; and,

WHEREAS, pursuant to the regulations and procedures of the Metropolitan Housing Trust Fund Commission, the Metropolitan Housing Trust Fund Commission has accepted the recommendations of the Barnes Fund Review Committee that the appropriated funds be distributed to the nonprofit organizations: Woodbine Community Organization, Urban Housing Solutions, Habitat for Humanity, Rebuilding Together Nashville, Crossbridge, Inc., Renewal House, and Affordable Housing Resources, Inc.; and,

WHEREAS, it is to the benefit of the citizens of The Metropolitan Government of Nashville and Davidson County that the conveyance of property and these grant contracts be approved.

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

Section 1. The Metropolitan Council declares the following parcels of land, owned in fee simple by the Metropolitan Government, and described in Exhibits A through J attached hereto and incorporated herein, to be surplus.

Parcel ID	Address - Location	Council District	Exhibit
08112020300	1544 12 th Avenue North	21	A
08111050700	1625 12 th Avenue North	21	B
08107020900	1925 16 th Avenue North	21	C
08115025300	1518 16 th Avenue North	21	D
09206053800	710 Lena Street	21	E
08107029500	1907 14 th Avenue North	21	F
10503013300	41 Wharf Avenue	17	G
10503013200	43 Wharf Avenue	17	H
08116002600	1514 B 14 th Avenue North	21	I
08204009700	504 Vernon Winfrey Avenue	5	J

Section 2. The Metropolitan Government is hereby authorized to convey the properties identified as Exhibits A through J in Section 1 to Affordable Housing Resources, Inc..

Section 3. The Metropolitan Housing Trust Fund Commission is hereby authorized to enter into a grant contract with Affordable Housing Resources, Inc. for the express purpose of constructing affordable and workforce housing the terms and conditions of which is attached hereto as Exhibits K and incorporated herein. Such grant contracts shall specify the terms and conditions under which the conveyance is to be made including a deed restriction requiring the property to be used exclusively for construction of affordable and workforce housing for residents of Davidson County as those terms may be defined in Tennessee Code Annotated § 5-9-113.

Section 4. There is hereby appropriated \$9,800,000.00 from the Barnes Fund for Affordable Housing to fund grants to seven nonprofit organizations as follows:

Nonprofit	Amount	Exhibit
Affordable Housing Resources, Inc.	\$533,690.00	K
Urban Housing Solutions	\$2,000,000.00	L
Habitat for Humanity	\$1,155,000.00	M
Rebuilding Together Nashville	\$511,310.00	N
Crossbridge, Inc.	\$1,800,000.00	O
Renewal House, Inc.	\$1,800,000.00	P
Woodbine Community Organization, Inc.	\$2,000,000.00	Q

Section 5. The Metropolitan Government of Nashville and Davidson County is hereby authorized to enter into grant contracts with each of the nonprofit organizations listed in Section 4 above for the grant amounts designated therein, subject to the terms and conditions under which the grant funds are to be spent, attached hereto as Exhibits K through Q and incorporated herein.

Section 6. This Resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

RECOMMENDED BY:

Kim McDoniel
Kim McDoniel, Director
Public Property Administration

INTRODUCED BY:

Member(s) of Council

APPROVED AS TO AVAILABILITY OF FUNDS:

Talia Lomax-O'dneal
Talia Lomax-O'dneal, Director
Department of Finance 10

APPROVED AS TO FORM AND LEGALITY:

Mary Ann
Assistant Metropolitan Attorney

Electronic Signature Page

(Attach to Legislation Pursuant to Rule 8 of the Council Rules of Procedure)

Tanaka Vercher

Tanaka Vercher
Councilmember, District 28

Electronic Signature Page

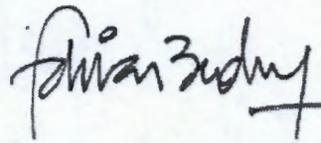
(Attach to Legislation Pursuant to Rule 8 of the Council Rules of Procedure)

Brett A. Withers

Brett Withers
Councilmember, District 6

Electronic Signature Page

(Attach to Legislation Pursuant to Rule 8 of the Council Rules of Procedure)

A handwritten signature in black ink, appearing to read "Fabian Bedne". The signature is written in a cursive style with a large initial "F" and a distinct "B".

Fabian Bedne
Councilman, District 31

Electronic Signature Page

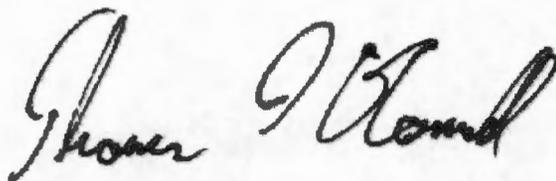
(Attach to Legislation Pursuant to Rule 8 of the Council Rules of Procedure)

A handwritten signature in black ink, appearing to read 'C. Sledge', written in a cursive style.

Colby Sledge
Councilman, District 17

Electronic Signature Page

(Attach to Legislation Pursuant to Rule 8 of the Council Rules of Procedure)

A handwritten signature in black ink, appearing to read "Freddie O'Connell". The signature is written in a cursive style with a large initial 'F' and 'O'.

Freddie O'Connell
Councilmember, District 19



Nashville Planning Department
 800 2nd Ave S
 P.O. Box 196300
 Nashville, TN 37219-6300
maps.nashville.gov

Parcel Details

Parcel ID: 08112020300
Parcel Address: 1544 12TH AVE N
 NASHVILLE, TN 37208
Owner: METRO GOV'T BT BACK TAX SALE
Acquired Date: 1/14/2002
Sale Price: \$ 10,517.00
Sale Instrument: DB-20020313 0031558
Mailing Address: P O BOX 196300
 NASHVILLE, TN 37219
Legal Description: LOT 132 PT 133 D.T. MCGAVOCK &
 OTHERS ADDN
Acreage: 0.24
Frontage Dimension: 67
Side Dimension: 154
Parcel Instrument: DB-00000000 0000000
Parcel Instrument Date: 8/25/1988
Census Tract: 37013900
Tax District: USD
Council District: 21
Land Use Description: VACANT RESIDENTIAL LAND



Zoning

Hide

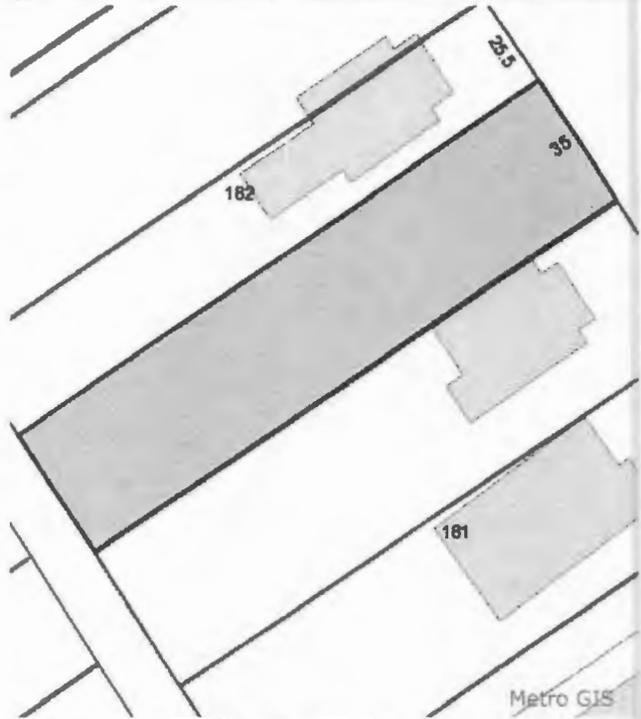
Zone Code OV-UZO
Zone Description
Effective Date 7/25/2007
Ordinance BL2007-142
Case Number 2007Z-060U-05
Zone Code RS5
Zone Description Medium density residential, requiring a minimum 5,000 square foot lot and intended for single-family dwellings at a density of 7.41 dwelling units per acre.
Effective Date 1/1/1998
Ordinance O96-555
Case Number
Zone Code OV-UZO
Zone Description
Effective Date 12/2/2000
Ordinance BL2000-47
Case Number 2000Z-094U-00
Zone Code R6
Zone Description MEDIUM DENSITY RESIDENTIAL, REQUIRING A MINIMUM 6,000 SQUARE FOOT LOT AND INTENDED FOR SINGLE AND TWO-FAMILY DWELLINGS AT A DENSITY OF 7.71 DWELLING UNITS PER ACRE.
Effective Date 12/23/1974



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Parcel Details

Parcel ID: 08111053300
Parcel Address: 1625 12TH AVE N
 NASHVILLE, TN 37208
Owner: METRO GOV'T BT BACK TAX SALE
Acquired Date: 8/13/1996
Sale Price: \$ 251.00
Sale Instrument: DB-00010227 0000992
Mailing Address: P O BOX 196300
 NASHVILLE, TN 37219
Legal Description: PT LOTS 181 182 D T MCGAVOCK
 AND OTHERS ADDN
Acreage: 0.12
Frontage Dimension: 35
Side Dimension: 154
Parcel Instrument: DB-00005422 0000551
Parcel Instrument Date: 4/16/1979
Census Tract: 37013900
Tax District: USD
Council District: 21
Land Use Description: VACANT RESIDENTIAL LAND



Zoning

Hide

Zone Code OV-UZO
Zone Description
Effective Date 7/25/2007
Ordinance BL2007-142
Case Number 2007Z-060U-05
Zone Code RS5
Zone Description Medium density residential, requiring a minimum 5,000 square foot lot and intended for single-family dwellings at a density of 7.41 dwelling units per acre.
Effective Date 1/1/1998
Ordinance O96-555
Case Number
Zone Code OV-UZO
Zone Description
Effective Date 12/2/2000
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Effective Date 12/23/1974



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<p>Parcel Details</p> <p>Parcel ID: 08107020900</p> <p>Parcel Address: 1925 16TH AVE N NASHVILLE, TN 37208</p> <p>Owner: METRO GOV'T BT BACK TAX SALE</p> <p>Acquired Date: 11/14/1995</p> <p>Sale Price: \$ 0.00</p> <p>Sale Instrument: DB-00010146 0000703</p> <p>Mailing Address: P O BOX 196300 NASHVILLE, TN 37219</p> <p>Legal Description: PT LOT 41 W M BUTLER SUB</p> <p>Acreage: 0.09</p> <p>Frontage Dimension: 25</p> <p>Side Dimension: 146</p> <p>Parcel Instrument: DB-00004200 0000457</p> <p>Parcel Instrument Date: 5/21/1967</p> <p>Census Tract: 37013700</p> <p>Tax District: USD</p> <p>Council District: 21</p> <p>Land Use Description: VACANT RESIDENTIAL LAND</p>	
<p>Zoning Hide</p> <p style="text-align: center;">Zone Code OV-UZO</p> <p>Zone Description</p> <p style="text-align: center;">Effective Date 7/25/2007</p> <p style="text-align: center;">Ordinance BL2007-142</p> <p style="text-align: center;">Case Number 2007Z-060U-05</p> <p style="text-align: center;">Zone Code R6</p> <p>Zone Description MEDIUM DENSITY RESIDENTIAL, REQUIRING A MINIMUM 6,000 SQUARE FOOT LOT AND INTENDED FOR SINGLE AND TWO-FAMILY DWELLINGS AT A DENSITY OF 7.71 DWELLING UNITS PER ACRE.</p> <p style="text-align: center;">Effective Date 12/23/1974</p> <p style="text-align: center;">Ordinance O73-650</p> <p style="text-align: center;">Case Number</p> <p style="text-align: center;">Zone Code OV-UZO</p> <p>Zone Description</p> <p style="text-align: center;">Effective Date 12/2/2000</p> <p style="text-align: center;">Ordinance BL2000-47</p> <p style="text-align: center;">Case Number 2000Z-094U-00</p>	
<p>Owner History Show</p>	
<p>Property History Show</p>	
<p>Assessments Show</p>	



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Parcel Details

Parcel ID: 08115025300
Parcel Address: 1518 16TH AVE N
 NASHVILLE, TN 37208
Owner: METRO GOV'T BT BACK TAX SALE
Acquired Date: 9/15/1998
Sale Price: \$ 671.00
Sale Instrument: DB-00011215 0000525
Mailing Address: P O BOX 196300
 NASHVILLE, TN 37219
Legal Description: PT LOT 309 D T MCGAVOCK AND
 OTHERS ADDITION
Acreage: 0.2
Frontage Dimension: 50
Side Dimension: 170
Parcel Instrument: WB-00000059 0000389
Parcel Instrument Date: 4/21/1944
Census Tract: 37013900
Tax District: USD
Council District: 21
Land Use Description: VACANT RESIDENTIAL LAND



Zoning

Hide

Zone Code OV-UZO
Zone Description
Effective Date 7/25/2007
Ordinance BL2007-142
Case Number 2007Z-060U-05
Zone Code RS5
Zone Description Medium density residential, requiring a minimum 5,000 square foot lot and intended for single-family dwellings at a density of 7.41 dwelling units per acre.
Effective Date 1/1/1998
Ordinance O96-555
Case Number
Zone Code OV-UZO
Zone Description
Effective Date 12/2/2000
Ordinance BL2000-47
Case Number 2000Z-094U-00
Zone Code R6
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Effective Date 12/23/1974



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Parcel Details

Parcel ID: 09206053800
Parcel Address: 710 LENA ST
NASHVILLE, TN 37208
Owner: METRO GOV'T BT BACK TAX SALE
Acquired Date: 12/8/2009
Sale Price: \$ 17,814.00
Sale Instrument: CR-20100913 0072822
Mailing Address: P O BOX 196300
NASHVILLE, TN 37219
Legal Description: LOT 27 A C ROTH SUB MCNAIRY
Acreage: 0.12
Frontage Dimension: 50
Side Dimension: 116
Parcel Instrument: DB-00004838 0000939
Parcel Instrument Date: 6/20/1974
Census Tract: 37014300
Tax District: USD
Council District: 21
Land Use Description: VACANT RESIDENTIAL LAND



Zoning

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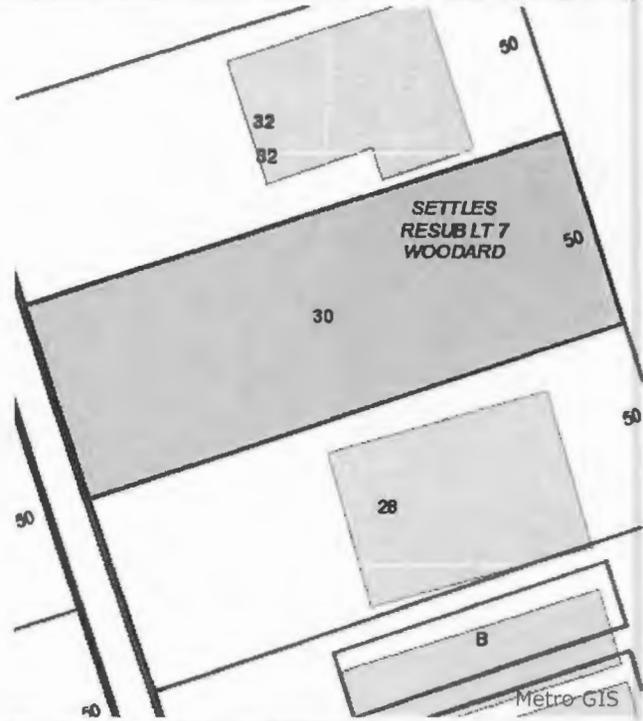
Zone Code OV-UZO
Zone Description
Effective Date 7/25/2007
Ordinance BL2007-142
Case Number 2007Z-060U-05
Zone Code RS5
Zone Description Medium density residential, requiring a minimum 5,000 square foot lot and intended for single-family dwellings at a density of 7.41 dwelling units per acre.
Effective Date 1/21/2006
Ordinance BL2005-90
Case Number 2005Z-183U-08
Zone Code OV-UZO
Zone Description
Effective Date 12/2/2000
Ordinance BL2000-47
Case Number 2000Z-094U-00
Zone Code R6
Zone Description MEDIUM DENSITY RESIDENTIAL, REQUIRING A MINIMUM 6,000 SQUARE FOOT LOT AND INTENDED FOR SINGLE AND TWO-FAMILY DWELLINGS AT A DENSITY OF 7.71 DWELLING UNITS PER ACRE.
Effective Date 12/23/1974
Ordinance O73-650



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Parcel Details

Parcel ID: 08107029500
Parcel Address: 1907 14TH AVE N
 NASHVILLE, TN 37208
Owner: METRO GOVT BT BACK TAX SALE
Acquired Date: 10/15/2012
Sale Price: \$ 1,148.00
Sale Instrument: CR-20140214 0012986
Mailing Address: P O BOX 196300
 NASHVILLE, TN 37219
Legal Description: LOT 30 W S SETTLES SUB L 7
 WOODARD PLAN
Acreage: 0.15
Frontage Dimension: 50
Side Dimension: 140
Parcel Instrument: DB-00003613 0000522
Parcel Instrument Date: 8/12/1963
Census Tract: 37013700
Tax District: USD
Council District: 21
Land Use Description: VACANT RESIDENTIAL LAND



Zoning

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Zone Code OV-UZO
Zone Description
Effective Date 7/25/2007
Ordinance BL2007-142
Case Number 2007Z-060U-05
Zone Code R6
Zone Description MEDIUM DENSITY RESIDENTIAL, REQUIRING A MINIMUM 6,000 SQUARE FOOT LOT AND INTENDED FOR SINGLE AND TWO-FAMILY DWELLINGS AT A DENSITY OF 7.71 DWELLING UNITS PER ACRE.
Effective Date 12/23/1974
Ordinance O73-650
Case Number
Zone Code OV-UZO
Zone Description
Effective Date 12/2/2000
Ordinance BL2000-47
Case Number 2000Z-094U-00

Owner History Show

Property History Show

Assessments Show



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Parcel Details		
Parcel ID:	10503013300	
Parcel Address:	41 WHARF AVE NASHVILLE, TN 37210	
Owner:	METRO GOV'T BT BACK TAX SALE	
Acquired Date:	12/14/2003	
Sale Price:	\$ 0.00	
Sale Instrument:	CR-20041217 0150469	
Mailing Address:	P O BOX 196300 NASHVILLE, TN 37219	
Legal Description:	PT LOTS 402 405 MAURY & CLAIRBORNE PLAN	
Acreage:	0.1	
Frontage Dimension:	30	
Side Dimension:	150	
Parcel Instrument:	WB-00000086 0000387	
Parcel Instrument Date:	12/31/1974	
Census Tract:	37016000	
Tax District:	USD	
Council District:	17	
Land Use Description:	VACANT RESIDENTIAL LAND	
Zoning		Hide
Zone Code	OV-UZO	
Zone Description		
Effective Date	7/25/2007	
Ordinance	BL2007-142	
Case Number	2007Z-060U-05	
Zone Code	R6	
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Effective Date	12/23/1974	
Ordinance	O73-650	
Case Number		
Zone Code	OV-UZO	
Zone Description		
Effective Date	12/2/2000	
Ordinance	BL2000-47	
Case Number	2000Z-094U-00	
Owner History		Show
Property History		Show
Assessments		Show



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Parcel Details

Parcel ID: 10503013200
Parcel Address: 43 WHARF AVE
 NASHVILLE, TN 37210
Owner: METRO GOV'T BT BACK TAX SALE
Acquired Date: 2/21/1990
Sale Price: \$ 1,484.00
Sale Instrument: DB-00008153 0000473
Mailing Address: P O BOX 196300
 NASHVILLE, TN 37219
Legal Description: PT LOTS 401 402 MAURY &
 CLAIBORNE PLAN
Acreage: 0.1
Frontage Dimension: 30
Side Dimension: 150
Parcel Instrument: DB-00004430 0000757
Parcel Instrument Date: 7/8/1970
Census Tract: 37016000
Tax District: USD
Council District: 17
Land Use Description: VACANT RESIDENTIAL LAND



Zoning

Hide

Zone Code OV-UZO
Zone Description
Effective Date 7/25/2007
Ordinance BL2007-142
Case Number 2007Z-060U-05
Zone Code R6
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Effective Date 12/23/1974
Ordinance O73-650
Case Number
Zone Code OV-UZO
Zone Description
Effective Date 12/2/2000
Ordinance BL2000-47
Case Number 2000Z-094U-00

Owner History

Show

Property History

Show

Assessments

Show



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Parcel Details

Parcel ID: 08116002600
Parcel Address: 1514 B 14TH AVE N
 NASHVILLE, TN 37208
Owner: METRO GOV'T BT BACK TAX SALE
Acquired Date: 10/9/2000
Sale Price: \$ 0.00
Sale Instrument: DB-20001101 0108184
Mailing Address: P O BOX 196300
 NASHVILLE, TN 37219
Legal Description: PT LOT 220 D T MCGAVOCK AND
 OTHERS ADDN
Acreage: 0.09
Frontage Dimension: 22
Side Dimension: 170
Parcel Instrument: DB-00004638 0000135
Parcel Instrument Date: 8/13/1972
Census Tract: 37013900
Tax District: USD
Council District: 21
Land Use Description: VACANT RESIDENTIAL LAND



Zoning

Hide

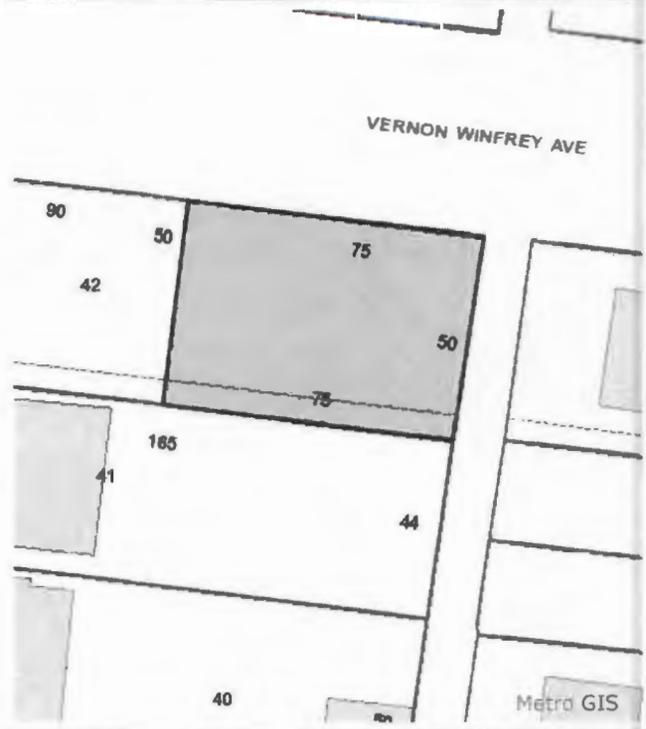
Zone Code OV-UZO
Zone Description
Effective Date 7/25/2007
Ordinance BL2007-142
Case Number 2007Z-060U-05
Zone Code RS5
Zone Description Medium density residential, requiring a minimum 5,000 square foot lot and intended for single-family dwellings at a density of 7.41 dwelling units per acre.
Effective Date 1/1/1998
Ordinance O96-555
Case Number
Zone Code OV-UZO
Zone Description
Effective Date 12/2/2000
Ordinance BL2000-47
Case Number 2000Z-094U-00
Zone Code R6
Zone Description MEDIUM DENSITY RESIDENTIAL, REQUIRING A MINIMUM 6,000 SQUARE FOOT LOT AND INTENDED FOR SINGLE AND TWO-FAMILY DWELLINGS AT A DENSITY OF 7.71 DWELLING UNITS PER ACRE.
Effective Date 12/23/1974



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Parcel Details

Parcel ID: 08204009700
Parcel Address: 504 VERNON WINFREY AVE
 NASHVILLE, TN 37207
Owner: METRO GOV'T BT BACK TAX SALE
Acquired Date: 6/10/2003
Sale Price: \$ 3,397.00
Sale Instrument: DB-20030626 0088315
Mailing Address: P O BOX 196300
 NASHVILLE, TN 37219
Legal Description: PT LOT 41 42 SHARPE & CRUTCHER
 ADDN
Acreage: 0.09
Frontage Dimension: 75
Side Dimension: 50
Parcel Instrument: OR-00901222 0000000
Parcel Instrument Date: 7/21/1990
Census Tract: 37011800
Tax District: USD
Council District: 05
Land Use Description: VACANT RESIDENTIAL LAND



Zoning

Hide

Zone Code OV-UZO
Zone Description
Effective Date 7/25/2007
Ordinance BL2007-142
Case Number 2007Z-060U-05
Zone Code SP
Zone Description A specific plan district is a zoning category adopted by Council with an associated site plan which determines the density, building layout and street layout.
Effective Date 2/6/2015
Ordinance BL2014-89
Case Number 2014SP-076-001
Zone Code OV-UZO
Zone Description
Effective Date 12/2/2000
Ordinance BL2000-47
Case Number 2000Z-094U-00
Zone Code R6
Zone Description MEDIUM DENSITY RESIDENTIAL, REQUIRING A MINIMUM 6,000 SQUARE FOOT LOT AND INTENDED FOR SINGLE AND TWO-FAMILY DWELLINGS AT A DENSITY OF 7.71 DWELLING UNITS PER ACRE.
Effective Date 12/23/1974

**GRANT CONTRACT
BETWEEN THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE
BY AND THROUGH
THE METROPOLITAN HOUSING TRUST FUND COMMISSION
AND
AFFORDABLE HOUSING RESOURCES**

This Grant Contract issued and entered into by and between the Metropolitan Government of Nashville and Davidson County, a municipal corporation of the State of Tennessee hereinafter referred to as "Metro", and Affordable Housing Resources, hereinafter referred to as the "Recipient," is for the provision of the construction of affordable housing units as further defined in the "SCOPE OF PROGRAM." Recipient will be adding 30 affordable housing units located at 1544 12th Ave N – 37208, 1625 12th Ave N – 37208, 1925 16th Ave N – 37208, 1518 16th Ave N – 37208, 710 Lena St – 37208, 1907 14th Ave N – 37208, 41 Warf Ave – 37210, 43 Warf Ave – 37210, 1514 B 14th Ave N – 37208, 504 Vernon Winfry Ave – 37207

The recipient's annual report and audit are incorporated herein by reference. The Recipient is a nonprofit charitable or civic organization.

A. SCOPE OF PROGRAM:

- A.1. Each Property to which these grant funds are provided for shall be subject to a Declaration of Restrictive Covenants ("Declaration") imposing certain affordability requirements to encumber the Property and run with the land over a 20-year term. Terms defined in the Declaration shall have the same meanings when used in this Agreement.
- A.2. The Recipient shall use the funds under this grant in accordance with the affordable housing project submitted in the application and any of its amendments, which application is incorporated herein, and subject to the terms and conditions set forth herein.
- A.3. The Recipient, under this Grant Contract, will spend funds solely for the purposes set forth in their application or proposal for grant funding which is incorporated herein. These funds shall be expended consistent with the Grant Budget, included in Attachment A. Although some variation in line item amounts for the Grant is consistent with the Grant Budget, any change greater than 20% of a line item shall require the prior written approval of Metro. However, in no event will the total amount of the Grant funds provided to Recipient go above the awarded Grant amount of \$533,690.00.

Additional Conditions for Rental Properties:

1. The Grantee will provide Metro with a management plan for program oversight which includes annual certification of the rents, utility allowances and tenant incomes. The Grantee will also provide Metro an annual certification that Barnes rental requirements are being met throughout the compliance period.
2. The Grantee will allow Metro or a Metro-approved contractor to conduct on-site inspections of the grantee for compliance Barnes program requirements including, but not limited to, reviewing tenant income calculations, rent determinations and utility allowances.
3. Compliance restrictions on both tenant income and maximum rents shall apply for twenty (20) years from the date of issuance of the certificate of occupancy for the final building within the project. If a certificate of occupancy is not issued, the compliance period will begin on the date of recordation of the notice of completion for the project.

B. GRANT CONTRACT TERM:

B.1. Grant Contract Term. The term of this Grant shall be from execution of the grant agreement until Project completion, but in no way greater than 24 months from the execution of the grant agreement. Metro shall have no obligation for services rendered by the Recipient which are not performed within this term. Pursuant to Metropolitan Code of Laws § 2.149.040 (G), in the event the recipient fails to complete its obligations under this grant contract within twenty four months from execution, Metro is authorized to rescind the contract and to reclaim previously appropriated funds from the organization.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of Metro under this Grant Contract exceed Five hundred thirty three thousand six hundred ninety dollars (\$533,690.00). The Grant Budget, attached and incorporated herein as part of Attachment A, shall constitute the maximum amount to be provided to the Recipient by Metro for all of the Recipient's obligations hereunder. The Grant Budget line items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Recipient.

This amount shall constitute the Grant Amount and the entire compensation to be provided to the Recipient by Metro.

C.2. Compensation Firm. The maximum liability of Metro is not subject to escalation for any reason. The Grant Budget amount is firm for the duration of the Grant Contract and is not subject to escalation for any reason unless the grant contract is amended.

C.3. Payment Methodology. The Recipient shall be compensated for actual costs based upon the Grant Budget, not to exceed the maximum liability established in Section C.1. Upon execution of the Grant Contract and receipt of a request for payment, the Recipient may be eligible to receive reimbursement for milestones as completed based upon the Grant Budget.

a. **Grant Draws**

Before a draw can be made, there must be a physical inspection of the property by Metro or an approved designee. The inspection must confirm appropriate completion of the project.

1) **Construction Grant Draw Schedule (% based on grant amount)**

- 12.5% - upon receipt of the Building Permit (check property address and contractors name) and Builder's Risk Insurance sufficient to cover cost of construction (make sure Metro is listed as lien holder)
- 25% - footing framing and foundation completed (25% complete)
- 25% - roofing completed and the plumbing, electric and mechanical are roughed in and approved by local Codes (50% complete)
- 25% - cabinets, counters, drywall, trim and doors are installed (75% complete)

Balance of grant upon receipt of a Final Use & Occupancy from local Codes (100% complete).

All draw requests except for the first 12.5% draw must be inspected before funding.

The above is the preferred draw method. We will occasionally fund based on a true percentage of completion as noted in a Construction Inspection report, understanding that the initial 12.5% draw may overfund the grant, requiring later draws to be reduced.

2) **Construction Grant Draw Process**

- Draw request is received from the Recipient. It should be requested by the contractor and approved by the Recipient.
- Complete property inspection
- Metro or approved designee approves the request.
- Payments should be made to the Recipient.

All invoices shall be sent to:

Barnes Housing Trust Fund
 Office of the Mayor
 Metropolitan Courthouse
 Nashville, TN 37201
 (615) 862-6000, (615) 862-6040 fax

Said payment shall not exceed the maximum liability of this Grant Contract.

Final invoices for the contract period should be received by Metro Payment Services by 24 months from the execution of the grant agreement. Any invoice not received by the deadline date will not be processed and all remaining grant funds will expire.

- C.4. Close-out Expenditure and Narrative Report. The Recipient must submit a final grant Close-out Expenditure and Narrative Report, to be received by the Metropolitan Housing Trust Fund Commission / Barnes Housing Trust Fund within 45 days of the end of the Grant Contract. Said report shall be in form and substance acceptable to Metro and shall be prepared by a Certified Public Accounting Firm or the Chief Financial Officer of the Recipient Organization.
- C.5. Payment of Invoice. The payment of any invoice by Metro shall not prejudice Metro's right to object to the invoice or any matter in relation thereto. Such payment by Metro shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the costs included therein.
- C.6. Unallowable Costs. The Recipient's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by Metro, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.7. Deductions. Metro reserves the right to adjust any amounts which are or shall become due and payable to the Recipient by Metro under this or any Contract by deducting any amounts which are or shall become due and payable to Metro by the Recipient under this or any Contract.
- C.9. Electronic Payment. Metro requires as a condition of this contract that the Recipient shall complete and sign Metro's form authorizing electronic payments to the Recipient. Recipients who have not already submitted the form to Metro will have thirty (30) days to complete, sign, and return the form. Thereafter, all payments to the Recipient, under this or any other contract the Recipient has with Metro, must be made electronically.
- C. 10. Recipient agrees and understands that procurement of goods and services for the grant project must comply with state and local law and regulations, including the Metropolitan Procurement Code. Recipient will provide Metro with all plans and specifications needed for these procurement purposes. Recipient will promptly review, and either approve or disapprove, in good faith and with reasonable grounds all estimates, amendments to scope of work, and all work performed by a contractor prior to payment.
- C. 11. At the reasonable request of Metro, Recipient agrees to attend public meetings, neighborhood meetings, and other events regarding this Project.

- C. 12. Any signage, printed materials, or online publications erected at the applicable Project site or elsewhere regarding the Project shall include the following language or language acceptable by Metro acknowledging that the Project is partially funded with a grant from the Barnes Fund for Affordable Housing of the Metropolitan Government of Nashville and Davidson County:

This project funded in part by the Barnes Affordable Housing Trust Fund of the
Metropolitan Government of Nashville & Davidson County.

Metropolitan Housing Trust Fund Commission

David Briley, Mayor

Metropolitan Council of Nashville and Davidson County

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. Metro is not bound by this Grant Contract until it is approved by the appropriate Metro representatives as indicated on the signature page of this Grant.
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment that has been approved in accordance with all Metro procedures and by appropriate legislation of the Metropolitan Council.
- D.3. Default and Termination for Cause. Any failure by Owner to perform any term or provision of this Grant Contract shall constitute a "Default" (1) if such failure is curable within 30 days and Recipient does not cure such failure within 30 days following written notice of default from Metro, or (2) if such failure is not of a nature which cannot reasonably be cured within such 30-day period and Recipient does not within such 30-day period commence substantial efforts to cure such failure or thereafter does not within a reasonable time prosecute to completion with diligence and continuity the curing of such failure. Should the Recipient Default under this Grant Contract or if the Recipient violates any terms of this Grant Contract, Metro shall have the right to immediately terminate the Grant Contract and the Recipient shall return to Metro any and all grant monies for services or projects under the grant not performed as of the termination date. The Recipient shall also return to Metro any and all funds expended for purposes contrary to the terms of the Grant. Such termination shall not relieve the Recipient of any liability to Metro for damages sustained by virtue of any breach by the Recipient.
- D.4. Subcontracting. The Recipient shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of Metro. Notwithstanding any use of approved subcontractors, the Recipient shall be considered the prime Recipient and shall be responsible for all work performed.
- D.5. Conflicts of Interest. The Recipient warrants that no part of the total Grant Amount shall be paid directly or indirectly to an employee or official of Metro as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Recipient in connection with any work contemplated or performed relative to this Grant Contract.

The Grantee also recognizes that no person identified as a Covered Person below may obtain a financial interest or benefit from a Metro Housing Trust Fund Competitive Grant assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those whom they have family or business ties, during their tenure or for one year thereafter.

Covered Persons include immediate family members of any employee or board member of the Grantee. Covered Persons are ineligible to receive benefits through the Metro Housing Trust Fund Competitive Grant program. Immediate family ties include (whether by blood, marriage or adoption) a spouse, parent (including stepparent), child (including a stepbrother or stepsister), sister, brother, grandparent, grandchild, and in-laws of a Covered Person.

- D.6. Nondiscrimination. The Recipient hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Recipient on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification which is in violation of applicable laws. The Recipient shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.7. Records. All documents relating in any manner whatsoever to the grant project, or any designated portion thereof, which are in the possession of Recipient, or any subcontractor of Recipient shall be made available to the Metropolitan Government for inspection and copying upon written request by the Metropolitan Government. Furthermore, said documents shall be made available, upon request by the Metropolitan Government, to any state, federal or other regulatory authority and any such authority may review, inspect and copy such records. Said records include, but are not limited to, all drawings, plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos or other writings or things which document the grant project, its design and its construction. Said records expressly include those documents reflecting the cost of construction, including all subcontracts and payroll records of Recipient.
- Recipient shall maintain documentation for all funds provided under this grant contract. The books, records, and documents of Recipient, insofar as they relate to funds provided under this grant contract, shall be maintained for a period of three (3) full years from the date of the final payment. The books, records, and documents of Recipient, insofar as they relate to funds provided under this grant contract, shall be subject to audit at any reasonable time and upon reasonable notice by Metro or its duly appointed representatives. Records shall be maintained in accordance with the standards outlined in the Metro Grants Manual. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.8. Monitoring. The Recipient's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by Metro or Metro's duly appointed representatives. The Recipient shall make all audit, accounting, or financial records, notes, and other documents pertinent to this grant available for review by the Metropolitan Office of Financial Accountability, Internal Audit or Metro's representatives, upon request, during normal working hours.
- D.9. Reporting. The Recipient must submit an Interim Program Report, to be received by the Metropolitan Housing Trust Commission / Barnes Housing Trust Fund, by no later than July 1, 2020 and a Final Program Report, to be received by the Metropolitan Housing Trust Fund Commission within 45 [forty-five] days of the end of the Grant Contract. Said reports shall detail the outcome of the activities funded under this Grant Contract.
- D.10. Strict Performance. Failure by Metro to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment by the appropriate parties as indicated on the signature page of this Grant.

- D.11. Insurance. The Recipient shall maintain adequate public liability and other appropriate forms of insurance, including other appropriate forms of insurance on the Recipient's employees, and to pay all applicable taxes incident to this Grant Contract.
- D.12. Metro Liability. Metro shall have no liability except as specifically provided in this Grant Contract.
- D. 13. Independent Contractor. Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the Recipient and Metro or to create the relationship of principal and agent between or among the Recipient and Metro. The Recipient shall not hold itself out in a manner contrary to the terms of this paragraph. Metro shall not become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.
- D. 14. Indemnification and Hold Harmless.
- (a) Recipient shall indemnify, defend, and hold harmless Metro, its officers, agents and employees from any claims, damages, penalties, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Recipient, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract, and any claims, damages, penalties, costs and attorney fees arising from any failure of Recipient, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- (b) Metro will not indemnify, defend or hold harmless in any fashion the Recipient from any claims, regardless of any language in any attachment or other document that the Recipient may provide.
- (c) Recipient shall pay Metro any expenses incurred as a result of Recipient's failure to fulfill any obligation in a professional and timely manner under this Contract.
- (d) Grantee's duties under this section shall survive the termination or expiration of the grant.
- D.15. Force Majeure. The obligations of the parties to this Grant Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.
- D.16. State, Local and Federal Compliance. The Recipient agrees to comply with all applicable federal, state and local laws and regulations in the performance of this Grant Contract.
- D.17. Governing Law and Venue. The validity, construction and effect of this Grant Contract and any and all extensions and/or modifications thereof shall be governed by and construed in accordance with the laws of the State of Tennessee. The venue for legal action concerning this Grant Contract shall be in the courts of Davidson County, Tennessee.
- D. 18. Attorney Fees. Recipient agrees that, in the event either party deems it necessary to take legal action to enforce any provision of the Grant Contract, and in the event Metro prevails, Recipient shall pay all expenses of such action including Metro's attorney fees and costs at all stages of the litigation.
- D.19. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D. 20. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

- D. 21. Licensure. The Recipient and its employees and all sub-grantees shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses. Recipient will obtain all permits, licenses, and permissions necessary for the grant project.
- D. 22. Waiver. No waiver of any provision of this contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
- D. 23. Inspection. The Grantee agrees to permit inspection of the project and/or services provided for herein, without any charge, by members of the Grantor and its representatives.
- D. 24. Assignment—Consent Required. The provisions of this contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Recipient under this contract, neither this contract nor any of the rights and obligations of Recipient hereunder shall be assigned or transferred in whole or in part without the prior written consent of Metro. Any such assignment or transfer shall not release Recipient from its obligations hereunder. Notice of assignment of any rights to money due to Recipient under this Contract must be sent to the attention of the Metro Department of Finance.
- D.25. Gratuities and Kickbacks. It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparations of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from participation in Metropolitan Government contracts.
- D.26. Communications and Contacts. All instructions, notices, consents, demands, or other communications from the Recipient required or contemplated by this Grant Contract shall be in writing and shall be made by facsimile transmission, email, or by first class mail, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

Metro:

For contract-related matters and enquiries regarding invoices:

Metropolitan Housing Trust Fund Commission / Barnes Housing Trust Fund
Office of the Mayor
Metropolitan Courthouse
Nashville, TN 37201
(615) 862-6000, (615) 862-6040 fax
Hannah.Davis@Nashville.Gov

Recipient:

Eddie Latimer
Executive Director
Affordable Housing Resources

50 Vantage Way #107
Nashville, TN 37228

- D.27. Lobbying. The Recipient certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - c. The Recipient shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all subcontractors of federally appropriated funds shall certify and disclose accordingly.
- D. 28 Effective Date. This contract shall not be binding upon the parties until it has been signed first by the Recipient and then by the authorized representatives of the Metropolitan Government and has been filed in the office of the Metropolitan Clerk. When it has been so signed and filed, this contract shall be effective as of the date first written above.

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THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON
COUNTY:

APPROVED AS TO PROGRAM SCOPE:

Melinda Wynn
Chair, Metropolitan Housing Trust Fund
Commission

APPROVED AS TO AVAILABILITY OF
FUNDS:

Honored
Director of Finance

APPROVED AS TO FORM AND
LEGALITY

Mary Ann
Metropolitan Attorney

APPROVED AS TO RISK AND
INSURANCE:

BCW
Director of Insurance

Metropolitan Clerk

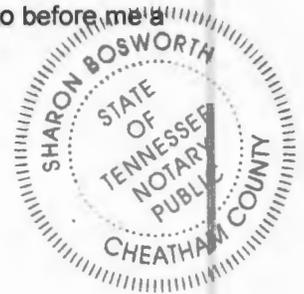
RECIPIENT:

AFFORDABLE HOUSING RESOURCES

By: *[Signature]*

Title: Executive Director

Sworn to and subscribed to before me as a
Notary Public, this 26th day
of June, 2019.



Notary Public

Sharon Bosworth

My Commission expires April 4, 2023

BARNES HOUSING TRUST FUND HOMEBUYER PROFORMA

Unit Address	432 Murfreesboro Pike			
Development Type	Multi-Family Attached			
Accessible Bus Line Routes	Yes			
Number of Bedrooms	20			
Number of Bathrooms	20			
Square Feet	9000			
Number of Stories	2			
Acquisition Costs				
Vacant Land	500000			
Land with Structure	0			
Title & Recording	2600			
Legal	5000			
Total	507600			
Predevelopment Costs				
Appraisal	2500			
Survey	3900			
Relocation (if applicable)	0			
Insurance	1500			
Architect	20000			
Engineering	15000			
Planning/Zoning	1750			
Other	79750			
Total	124400			
Construction Costs				
Structure				
Footer/Foundation	78225			
Framing	241500			
Electrical	138900			
Plumbing	105600			
Roofing	10880			
HVAC	103200			
Drywall/Insulation	29370			

BARNES HOUSING TRUST FUND HOMEBUYER PROFORMA

Paint/Stain	45000			
Windows/Doors	19800			
Floor Coverings	66200			
Cabinets	17800			
Brick/Siding	26900			
Sub-Total	883375			
Other				
Site Work	101625			
Appliances	72000			
Decks/Porches	30000			
Side Walks/Driveways	10920			
Landscaping	40000			
Utility Hookups	87000			
Building Permits/Fees	3769			
Demolition	0			
Fees	175000			
Sub-Total	520314			
Construction Contingency	122869			
Profit (if organization has own construction crew)				
Sub-Total	122869			
Total Construction Cost	2158558			
Cost per Unit	107927.9			
Developer's Fee (capped at 20%)	16189			
Total Cost/Unit	124116.9			
Total Debt Service				
Debt Coverage Ratio	NA			
Operating Reserve	NA			

Unit Address	AHR 1-bedroom units: 41 Warf Ave 37210, 43 Warf	
Plan Type	Micro Home - Condo	
Number of Bedrooms	1	
Number of Bathrooms	1	
Square Feet	520	
Number of Stories	2	
Total Cost/Unit	108000	
As Built Appraisal Value	NA	
Selling Price	125,000	
Anticipated Subsidy	23,000	

BARNES HOUSING TRUST FUND HOMEBUYER PROFORMA

Unit Address		AHR 1-bedroom units: 41 Warf Ave 37210, 43 Warf Ave 37210, 1514 B 14th Ave N 37208, 504 Vernon Winfrey Ave 37207	
Development Type	Micro Home		
Accessible Bus Line Routes	Yes		
Number of Bedrooms	1		
Number of Bathrooms	1		
Square Feet	530		
Number of Stories	1		
Acquisition Costs			
Vacant Land			
Land with Structure			
Title & Recording			
Legal			
Total			
Predevelopment Costs			
Appraisal	1600		
Survey	2000		
Relocation (if applicable)	0		
Insurance	4000		
Architect	16400		
Engineering	0		
Planning/Zoning	8000		
Other	0		
Total	32000	0	
Construction Costs			
Structure			
Footer/Foundation	19200		
Framing	80000		
Electrical	26000		
Plumbing	33600		
Roofing	20000		
HVAC	22000		
Drywall/Insulation	25200		

BARNES HOUSING TRUST FUND HOMEBUYER PROFORMA

Paint/Stain	10000			
Windows/Doors	14000			
Floor Coverings	10400			
Cabinets	29600			
Brick/Siding	38400			
Sub-Total	328400			
Other				
Site Work	13600			
Appliances	12000			
Decks/Porches	11600			
Side Walks/Driveways	8000			
Landscaping	10000			
Utility Hookups	44000			
Building Permits/Fees	4800			
Demolition				
Fees				
Sub-Total	104000			
Construction Contingency	46400			
Profit (if organization has own construction crew)				
Sub-Total	46400			
Total Construction Cost	510800			
Cost per Unit	127700			
Developer's Fee (capped at 20%)	19200			
Total Cost/Unit	146900			
Total Debt Service				
Debt Coverage Ratio	NA			
Operating Reserve	NA			

Unit Address	AHR 1-bedroom units: 41 Warf Ave	
Plan Type	Free-standing Micro Homes	
Number of Bedrooms	1	
Number of Bathrooms	1	
Square Feet	530	
Number of Stories	1	
Total Cost/Unit	127600	
As Built Appraisal Value	NA	
Selling Price	146900	
Anticipated Subsidy	23000	

BARNES HOUSING TRUST FUND HOMEBUYER PROFORMA

Unit Addresses	1544 12th Ave N 37208, 1625 12th Ave N 37208, 1925 16th Ave N 37208, 1518 16th Ave N 37208, 710 Lena St 37208, 1907 14th Ave N 37208			
Development Type	Single Family Detached			
Accessible Bus Line Routes	Yes			
Number of Bedrooms	3			
Number of Bathrooms	2			
Square Feet	1368			
Number of Stories	2			
Acquisition Costs				
Vacant Land				
Land with Structure				
Title & Recording				
Legal				
Total				
Predevelopment Costs				
Appraisal				
Survey	3000			
Relocation (if applicable)				
Insurance	6000			
Architect				
Engineering				
Planning/Zoning	12000			
Other				
Total	21000			
Construction Costs				
Structure				
Footer/Foundation	42000			
Framing	159000			
Electrical	66000			
Plumbing	84900			
Roofing	48000			
HVAC	60000			

BARNES HOUSING TRUST FUND HOMEBUYER PROFORMA

Drywall/Insulation	44400			
Paint/Stain	27000			
Windows/Doors	48000			
Floor Coverings	30000			
Cabinets	66000			
Brick/Siding	78000			
Sub-Total	753300			
Other				
Site Work	20400			
Appliances	18000			
Decks/Porches	17400			
Side Walks/Driveways	8400			
Landscaping	15000			
Utility Hookups	6600			
Building Permits/Fees	6900			
Demolition				
Final Punch	12000			
Sub-Total	104700			
Construction Contingency	78000			
Profit (if organization has own construction crew)				
Sub-Total	78000			
Total Construction Cost	957000			
Cost per Unit	159500			
Developer's Fee (capped at 20%)	23000			
Total Cost/Unit	182500			
Total Debt Service	NA			
Debt Coverage Ratio	NA			

Unit Address	1544 12th Ave N 37208, 1625 12th Ave N 37208, 1925 16th Ave N 37208, 1518 16th Ave N 37208, 710 Lena St 37208, 1907 14th Ave N 37208
Plan Type	sinfle family detached
Number of Bedrooms	3
Number of Bathrooms	2
Square Feet	1320
Number of Stories	2
Total Cost/Unit	160000
As Built Apprasial Value	NA
Selling Price	180000
Anticipated Subsidy	23000

**GRANT CONTRACT
 BETWEEN THE METROPOLITAN GOVERNMENT
 OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE
 BY AND THROUGH
 THE METROPOLITAN HOUSING TRUST FUND COMMISSION
 AND
 URBAN HOUSING SOLUTIONS**

This Grant Contract issued and entered into by and between the Metropolitan Government of Nashville and Davidson County, a municipal corporation of the State of Tennessee hereinafter referred to as "Metro", and Urban Housing Solutions, hereinafter referred to as the "Recipient," is for the provision of the construction of affordable housing units as further defined in the "SCOPE OF PROGRAM." Recipient will be adding 147 affordable housing units located at 2996 Dickerson Pike (Parcel No. 06008008500). The recipient's annual report and audit are incorporated herein by reference. The Recipient is a nonprofit charitable or civic organization.

A. SCOPE OF PROGRAM:

- A.1. Each Property to which these grant funds are provided for shall be subject to a Declaration of Restrictive Covenants ("Declaration") imposing certain affordability requirements to encumber the Property and run with the land over a 20-year term. Terms defined in the Declaration shall have the same meanings when used in this Agreement.
- A.2. The Recipient shall use the funds under this grant in accordance with the affordable housing project submitted in the application and any of its amendments, which application is incorporated herein, and subject to the terms and conditions set forth herein.
- A.3. The Recipient, under this Grant Contract, will spend funds solely for the purposes set forth in their application or proposal for grant funding which is incorporated herein. These funds shall be expended consistent with the Grant Budget, included in Attachment A. Although some variation in line item amounts for the Grant is consistent with the Grant Budget, any change greater than 20% of a line item shall require the prior written approval of Metro. However, in no event will the total amount of the Grant funds provided to Recipient go above the awarded Grant amount of \$2,000,000.00.

Additional Conditions for Rental Properties:

1. The Grantee will provide Metro with a management plan for program oversight which includes certification of the rents, utility allowances and tenant incomes.
2. The Grantee will allow Metro or a Metro-approved contractor to conduct on-site inspections of the grantee for compliance Barnes program requirements including, but not limited to, reviewing tenant income calculations, rent determinations and utility allowances.
3. Compliance restrictions on both tenant income and maximum rents shall apply for twenty (20) years from the date of issuance of the certificate of occupancy for the final building within the project. If a certificate of occupancy is not issued, the compliance period will begin on the date of recordation of the notice of completion for the project.

B. GRANT CONTRACT TERM:

- B.1. Grant Contract Term. The term of this Grant shall be from execution of the grant agreement until Project completion, but in no way greater than 24 months from the execution of the grant agreement. Metro shall have no obligation for services rendered by the Recipient which are not performed within this term. Pursuant to Metropolitan Code of Laws § 2.149.040 (G), in the event the recipient fails to complete its obligations under this grant contract within twenty four months

from execution, Metro is authorized to rescind the contract and to reclaim previously appropriated funds from the organization.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of Metro under this Grant Contract exceed Two Million Dollars (\$2,000,000.00). The Grant Budget, attached and incorporated herein as part of Attachment A, shall constitute the maximum amount to be provided to the Recipient by Metro for all of the Recipient's obligations hereunder. The Grant Budget line items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Recipient.

This amount shall constitute the Grant Amount and the entire compensation to be provided to the Recipient by Metro.

- C.2. Compensation Firm. The maximum liability of Metro is not subject to escalation for any reason. The Grant Budget amount is firm for the duration of the Grant Contract and is not subject to escalation for any reason unless the grant contract is amended.
- C.3. Payment Methodology. The Recipient shall be compensated for actual costs based upon the Grant Budget, not to exceed the maximum liability established in Section C.1. Upon execution of the Grant Contract and receipt of a request for payment, the Recipient may be eligible to receive reimbursement for milestones as completed based upon the Grant Budget.

a. **Grant Draws**

Before a draw can be made, there must be a physical inspection of the property by Metro or an approved designee. The inspection must confirm appropriate completion of the project.

1) **Construction Grant Draw Schedule (% based on grant amount)**

- 12.5% - upon receipt of the Building Permit (check property address and contractors name) and Builder's Risk Insurance sufficient to cover cost of construction (make sure Metro is listed as lien holder)
- 25% - footing framing and foundation completed (25% complete)
- 25% - roofing completed and the plumbing, electric and mechanical are roughed in and approved by local Codes (50% complete)
- 25% - cabinets, counters, drywall, trim and doors are installed (75% complete)

Balance of grant upon receipt of a Final Use & Occupancy from local Codes (100% complete).

All draw requests except for the first 12.5% draw must be inspected before funding.

The above is the preferred draw method. We will occasionally fund based on a true percentage of completion as noted in a Construction Inspection report, understanding that the initial 12.5% draw may overfund the grant, requiring later draws to be reduced.

2) **Construction Grant Draw Process**

- Draw request is received from the Recipient. It should be requested by the contractor and approved by the Recipient.
- Complete property inspection
- Metro or approved designee approves the request.
- Payments should be made to the Recipient.

All invoices shall be sent to:

Barnes Housing Trust Fund
Office of the Mayor
Metropolitan Courthouse
Nashville, TN 37201
(615) 862-6000, (615) 862-6040 fax

Said payment shall not exceed the maximum liability of this Grant Contract.

Final invoices for the contract period should be received by Metro Payment Services by 24 months from the execution of the grant agreement. Any invoice not received by the deadline date will not be processed and all remaining grant funds will expire.

- C.4. Close-out Expenditure and Narrative Report. The Recipient must submit a final grant Close-out Expenditure and Narrative Report, to be received by the Metropolitan Housing Trust Fund Commission / Barnes Housing Trust Fund within 45 days of the end of the Grant Contract. Said report shall be in form and substance acceptable to Metro and shall be prepared by a Certified Public Accounting Firm or the Chief Financial Officer of the Recipient Organization.
- C.5. Payment of Invoice. The payment of any invoice by Metro shall not prejudice Metro's right to object to the invoice or any matter in relation thereto. Such payment by Metro shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the costs included therein.
- C.6. Unallowable Costs. The Recipient's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by Metro, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.7. Deductions. Metro reserves the right to adjust any amounts which are or shall become due and payable to the Recipient by Metro under this or any Contract by deducting any amounts which are or shall become due and payable to Metro by the Recipient under this or any Contract.
- C.9. Electronic Payment. Metro requires as a condition of this contract that the Recipient shall complete and sign Metro's form authorizing electronic payments to the Recipient. Recipients who have not already submitted the form to Metro will have thirty (30) days to complete, sign, and return the form. Thereafter, all payments to the Recipient, under this or any other contract the Recipient has with Metro, must be made electronically.
- C. 10. Recipient agrees and understands that procurement of goods and services for the grant project must comply with state and local law and regulations, including the Metropolitan Procurement Code. Recipient will provide Metro with all plans and specifications needed for these procurement purposes. Recipient will promptly review, and either approve or disapprove, in good faith and with reasonable grounds all estimates, amendments to scope of work, and all work performed by a contractor prior to payment.
- C. 11. At the reasonable request of Metro, Recipient agrees to attend public meetings, neighborhood meetings, and other events regarding this Project.
- C. 12. Any signage, printed materials, or online publications erected at the applicable Project site or elsewhere regarding the Project shall include the following language or language acceptable by Metro acknowledging that the Project is partially funded with a grant from the Barnes Fund for Affordable Housing of the Metropolitan Government of Nashville and Davidson County:

This project funded in part by the Barnes Affordable Housing Trust Fund of the Metropolitan Government of Nashville & Davidson County.

Metropolitan Housing Trust Fund Commission

David Briley, Mayor

Metropolitan Council of Nashville and Davidson County

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. Metro is not bound by this Grant Contract until it is approved by the appropriate Metro representatives as indicated on the signature page of this Grant.
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment that has been approved in accordance with all Metro procedures and by appropriate legislation of the Metropolitan Council.
- D.3. Default and Termination for Cause. Any failure by Owner to perform any term or provision of this Grant Contract shall constitute a "Default" (1) if such failure is curable within 30 days and Recipient does not cure such failure within 30 days following written notice of default from Metro, or (2) if such failure is not of a nature which cannot reasonably be cured within such 30-day period and Recipient does not within such 30-day period commence substantial efforts to cure such failure or thereafter does not within a reasonable time prosecute to completion with diligence and continuity the curing of such failure. Should the Recipient Default under this Grant Contract or if the Recipient violates any terms of this Grant Contract, Metro shall have the right to immediately terminate the Grant Contract and the Recipient shall return to Metro any and all grant monies for services or projects under the grant not performed as of the termination date. The Recipient shall also return to Metro any and all funds expended for purposes contrary to the terms of the Grant. Such termination shall not relieve the Recipient of any liability to Metro for damages sustained by virtue of any breach by the Recipient.
- D.4. Subcontracting. The Recipient shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of Metro. Notwithstanding any use of approved subcontractors, the Recipient shall be considered the prime Recipient and shall be responsible for all work performed.
- D.5. Conflicts of Interest. The Recipient warrants that no part of the total Grant Amount shall be paid directly or indirectly to an employee or official of Metro as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Recipient in connection with any work contemplated or performed relative to this Grant Contract.

The Grantee also recognizes that no person identified as a Covered Person below may obtain a financial interest or benefit from a Metro Housing Trust Fund Competitive Grant assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those whom they have family or business ties, during their tenure or for one year thereafter.

Covered Persons include immediate family members of any employee or board member of the Grantee. Covered Persons are ineligible to receive benefits through the Metro Housing Trust Fund Competitive Grant program. Immediate family ties include (whether by blood, marriage or adoption) a spouse, parent (including stepparent), child (including a stepbrother or stepsister), sister, brother, grandparent, grandchild, and in-laws of a Covered Person.

- D.6. Nondiscrimination. The Recipient hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Recipient on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification which is in violation of applicable laws. The Recipient shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.7. Records. All documents relating in any manner whatsoever to the grant project, or any designated portion thereof, which are in the possession of Recipient, or any subcontractor of Recipient shall be made available to the Metropolitan Government for inspection and copying upon written request by the Metropolitan Government. Furthermore, said documents shall be made available, upon request by the Metropolitan Government, to any state, federal or other regulatory authority and any such authority may review, inspect and copy such records. Said records include, but are not limited to, all drawings, plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos or other writings or things which document the grant project, its design and its construction. Said records expressly include those documents reflecting the cost of construction, including all subcontracts and payroll records of Recipient.
- Recipient shall maintain documentation for all funds provided under this grant contract. The books, records, and documents of Recipient, insofar as they relate to funds provided under this grant contract, shall be maintained for a period of three (3) full years from the date of the final payment. The books, records, and documents of Recipient, insofar as they relate to funds provided under this grant contract, shall be subject to audit at any reasonable time and upon reasonable notice by Metro or its duly appointed representatives. Records shall be maintained in accordance with the standards outlined in the Metro Grants Manual. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.8. Monitoring. The Recipient's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by Metro or Metro's duly appointed representatives. The Recipient shall make all audit, accounting, or financial records, notes, and other documents pertinent to this grant available for review by the Metropolitan Office of Financial Accountability, Internal Audit or Metro's representatives, upon request, during normal working hours.
- D.9. Reporting. The Recipient must submit an Interim Program Report, to be received by the Metropolitan Housing Trust Commission / Barnes Housing Trust Fund, by no later than July 1, 2020 and a Final Program Report, to be received by the Metropolitan Housing Trust Fund Commission within 45 [forty-five] days of the end of the Grant Contract. Said reports shall detail the outcome of the activities funded under this Grant Contract.
- D.10. Strict Performance. Failure by Metro to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment by the appropriate parties as indicated on the signature page of this Grant.
- D.11. Insurance. The Recipient shall maintain adequate public liability and other appropriate forms of insurance, including other appropriate forms of insurance on the Recipient's employees, and to pay all applicable taxes incident to this Grant Contract.
- D.12. Metro Liability. Metro shall have no liability except as specifically provided in this Grant Contract.
- D. 13. Independent Contractor. Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the Recipient and Metro or to create the relationship of

principal and agent between or among the Recipient and Metro. The Recipient shall not hold itself out in a manner contrary to the terms of this paragraph. Metro shall not become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.

D. 14. Indemnification and Hold Harmless.

(a) Recipient shall indemnify, defend, and hold harmless Metro, its officers, agents and employees from any claims, damages, penalties, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Recipient, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract, and any claims, damages, penalties, costs and attorney fees arising from any failure of Recipient, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

(b) Metro will not indemnify, defend or hold harmless in any fashion the Recipient from any claims, regardless of any language in any attachment or other document that the Recipient may provide.

(c) Recipient shall pay Metro any expenses incurred as a result of Recipient's failure to fulfill any obligation in a professional and timely manner under this Contract.

(d) Grantee's duties under this section shall survive the termination or expiration of the grant.

D. 15. Force Majeure. The obligations of the parties to this Grant Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.

D. 16. State, Local and Federal Compliance. The Recipient agrees to comply with all applicable federal, state and local laws and regulations in the performance of this Grant Contract.

D. 17. Governing Law and Venue. The validity, construction and effect of this Grant Contract and any and all extensions and/or modifications thereof shall be governed by and construed in accordance with the laws of the State of Tennessee. The venue for legal action concerning this Grant Contract shall be in the courts of Davidson County, Tennessee.

D. 18. Attorney Fees. Recipient agrees that, in the event either party deems it necessary to take legal action to enforce any provision of the Grant Contract, and in the event Metro prevails, Recipient shall pay all expenses of such action including Metro's attorney fees and costs at all stages of the litigation.

D. 19. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

D. 20. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

D. 21. Licensure. The Recipient and its employees and all sub-grantees shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses. Recipient will obtain all permits, licenses, and permissions necessary for the grant project.

D. 22. Waiver. No waiver of any provision of this contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.

- D. 23. Inspection. The Grantee agrees to permit inspection of the project and/or services provided for herein, without any charge, by members of the Grantor and its representatives.
- D. 24. Assignment—Consent Required. The provisions of this contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Recipient under this contract, neither this contract nor any of the rights and obligations of Recipient hereunder shall be assigned or transferred in whole or in part without the prior written consent of Metro. Any such assignment or transfer shall not release Recipient from its obligations hereunder. Notice of assignment of any rights to money due to Recipient under this Contract must be sent to the attention of the Metro Department of Finance.
- D.25. Gratuities and Kickbacks. It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparations of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from participation in Metropolitan Government contracts.
- D.26. Communications and Contacts. All instructions, notices, consents, demands, or other communications from the Recipient required or contemplated by this Grant Contract shall be in writing and shall be made by facsimile transmission, email, or by first class mail, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

Metro:

For contract-related matters and enquiries regarding invoices:

Metropolitan Housing Trust Fund Commission / Barnes Housing Trust Fund
Office of the Mayor
Metropolitan Courthouse
Nashville, TN 37201
(615) 862-6000, (615) 862-6040 fax
Hannah.Davis@Nashville.Gov

Recipient:

Rusty Lawrence
Executive Director
Urban Housing Solutions
822 Woodland Street
Nashville, TN 37206

- D.27. Lobbying. The Recipient certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal

contract, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Recipient shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all subcontractors of federally appropriated funds shall certify and disclose accordingly.

D. 28 Effective Date. This contract shall not be binding upon the parties until it has been signed first by the Recipient and then by the authorized representatives of the Metropolitan Government and has been filed in the office of the Metropolitan Clerk. When it has been so signed and filed, this contract shall be effective as of the date first written above.

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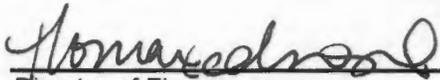
THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON
COUNTY:

APPROVED AS TO PROGRAM SCOPE:



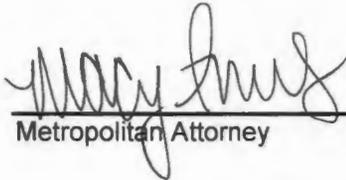
Chair, Metropolitan Housing Trust Fund
Commission

APPROVED AS TO AVAILABILITY OF
FUNDS:



Director of Finance

APPROVED AS TO FORM AND
LEGALITY



Metropolitan Attorney

APPROVED AS TO RISK AND
INSURANCE:



Director of Insurance

Metropolitan Clerk

RECIPIENT:

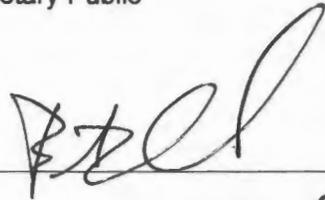
URBAN HOUSING SOLUTIONS

By: 

Title: Executive Director

Sworn to and subscribed to before me a
Notary Public, this 16 day
of JUNE, 2019.

Notary Public



My Commission expires 9/7/21



BARNES HOUSING TRUST FUND RENTAL BUDGET

Unit Address	2996 Dickerson Pike		
Development Type	New Construction		
Accessible Bus Line Routes	23 / 43		
Number of Studios	7		
Number of 1 Bedrooms	93		
Number of 2+ Bedrooms	37		
Square Feet	119,416		
Number of Stories	4		
Acquisition Costs			
Vacant Land			
Land with Structure	354,849		
Title & Recording	10,000		
Legal	8,500		
Total	373,349		
Predevelopment Costs			
Appraisal	15,600		
Survey	88,500		
Relocation (if applicable)	0		
Insurance	75,000		
Architect	360,500		
Engineering	141,600		
Planning/Zoning			
Other (Legal, Bond issuance fees, Tax credit fees, Interim interest, etc.)	2,088,327		
Total	2,769,527		
Construction Costs			
Structure			
Division 1 – General Conditions	546,027		
Division 2 – Sitework	1,817,049		
Division 3 – Concrete	607,645		
Division 4 – Masonry	557,507		

BARNES HOUSING TRUST FUND RENTAL BUDGET

Division 5 – Steel	288,572		
Division 6 – Wood & Plastics	4,274,719		
Division 7 – Thermal & Moisture Protection	1,604,408		
Division 8 – Doors & Windows	1,087,511		
Division 9 – Finishes	2,505,804		
Division 10 – Specialties	105,806		
Division 11 – Equipment	249,308		
Division 12 – Furnishings	39,220		
Division 13 – Special Construction	-		
Division 14 – Conveying Equipment	419,740		
Division 15 – Mechanical	2,911,777		
Division 16 – Electrical	1,316,765		
Sub-Total	18,331,858		
Other			
Bonds/Permits/Overhead	774,702		
Sub-Total	19,106,560		
Construction Contingency	1,910,656		
Profit (if organization has own construction crew)			
Sub-Total	1,910,656		
Total Construction Cost	21,436,956	Total hard costs and contingency	
Cost per Unit	179,415	Total soft and hard costs plus contingency	
Developer's Fee (capped at 20%)	2,142,472	8.9% Developer's fee	
Total Cost/Unit	195,053		



**GRANT CONTRACT
BETWEEN THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE
BY AND THROUGH
THE METROPOLITAN HOUSING TRUST FUND COMMISSION
AND
HABITAT FOR HUMANITY**

This Grant Contract issued and entered into by and between the Metropolitan Government of Nashville and Davidson County, a municipal corporation of the State of Tennessee hereinafter referred to as "Metro", and Habitat for Humanity, hereinafter referred to as the "Recipient," is for the provision of the construction of affordable housing units as further defined in the "SCOPE OF PROGRAM." Recipient will be adding 15 affordable housing units for homeownership, located at Polk Forest Circle and at Vista Lane (Lots 401, 402, 403, 404, 405, 406, 408, 409, 410, 423, 424, 425, 428, 429, 430 in Parcel No. 05900022100). The recipient's annual report and audit are incorporated herein by reference. The Recipient is a nonprofit charitable or civic organization.

A. SCOPE OF PROGRAM:

- A.1. Each Property to which these grant funds are provided for shall be subject to a Declaration of Restrictive Covenants ("Declaration") imposing certain affordability requirements to encumber the Property and run with the land over a 20-year term. Terms defined in the Declaration shall have the same meanings when used in this Agreement.
- A.2. The Recipient shall use the funds under this grant in accordance with the affordable housing project submitted in the application and any of its amendments, which application is incorporated herein, and subject to the terms and conditions set forth herein.
- A.3. The Recipient, under this Grant Contract, will spend funds solely for the purposes set forth in their application or proposal for grant funding which is incorporated herein. These funds shall be expended consistent with the Grant Budget, included in Attachment A. Although some variation in line item amounts for the Grant is consistent with the Grant Budget, any change greater than 20% of a line item shall require the prior written approval of Metro. However, in no event will the total amount of the Grant funds provided to Recipient go above the awarded Grant amount of \$1,155,000.00.

Additional Conditions for Rental Properties:

- 1. The Grantee will provide Metro with a management plan for program oversight which includes annual certification of the rents, utility allowances and tenant incomes. The Grantee will also provide Metro an annual certification that Barnes rental requirements are being met throughout the compliance period.
- 2. The Grantee will allow Metro or a Metro-approved contractor to conduct on-site inspections of the grantee for compliance Barnes program requirements including, but not limited to, reviewing tenant income calculations, rent determinations and utility allowances.
- 3. Compliance restrictions on both tenant income and maximum rents shall apply for twenty (20) years from the date of issuance of the certificate of occupancy for the final building within the project. If a certificate of occupancy is not issued, the compliance period will begin on the date of recordation of the notice of completion for the project.

B. GRANT CONTRACT TERM:

- B.1. Grant Contract Term. The term of this Grant shall be from execution of the grant agreement until Project completion, but in no way greater than 24 months from the execution of the grant agreement. Metro shall have no obligation for services rendered by the Recipient which are not

performed within this term. Pursuant to Metropolitan Code of Laws § 2.149.040 (G), in the event the recipient fails to complete its obligations under this grant contract within twenty four months from execution, Metro is authorized to rescind the contract and to reclaim previously appropriated funds from the organization.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of Metro under this Grant Contract exceed One Million one hundred fifty-five thousand dollars (\$1,155,000.00). The Grant Budget, attached and incorporated herein as part of Attachment A, shall constitute the maximum amount to be provided to the Recipient by Metro for all of the Recipient's obligations hereunder. The Grant Budget line items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Recipient.

This amount shall constitute the Grant Amount and the entire compensation to be provided to the Recipient by Metro.

- C.2. Compensation Firm. The maximum liability of Metro is not subject to escalation for any reason. The Grant Budget amount is firm for the duration of the Grant Contract and is not subject to escalation for any reason unless the grant contract is amended.

- C.3. Payment Methodology. The Recipient shall be compensated for actual costs based upon the Grant Budget, not to exceed the maximum liability established in Section C.1. Upon execution of the Grant Contract and receipt of a request for payment, the Recipient may be eligible to receive reimbursement for milestones as completed based upon the Grant Budget.

a. **Grant Draws**

Before a draw can be made, there must be a physical inspection of the property by Metro or an approved designee. The inspection must confirm appropriate completion of the project.

1) **Construction Grant Draw Schedule**

- Construction Costs (Category Total: \$900,000)
 - To be drawn upon documentation of costs incurred; the first draw request for this category will be submitted no later than October 31, 2019, with subsequent draw requests monthly as needed.
- Homebuyer Down-payment Assistance (Category Total: \$150,000)
 - To be drawn upon sale of properties, documented by homebuyer closing disclosures and Certificate of Eligibility; anticipated timing of draw requests for this category is January 2020, February 2020, and March 2020.
- Developer Fee (Category Total: \$105,000)
 - To be drawn upon receipt of a Final Use & Occupancy letter from local Codes for all 15 properties (100% complete).

All draw requests must be inspected before funding.

2) **Construction Grant Draw Process**

- Draw request is received from the Recipient. It should be requested by the contractor and approved by the Recipient.
- Complete property inspection
- Metro or approved designee approves the request.
- Payments should be made to the Recipient.

All invoices shall be sent to:

Barnes Housing Trust Fund
Office of the Mayor
Metropolitan Courthouse
Nashville, TN 37201
(615) 862-6000, (615) 862-6040 fax

Said payment shall not exceed the maximum liability of this Grant Contract.

Final invoices for the contract period should be received by Metro Payment Services by 24 months from the execution of the grant agreement. Any invoice not received by the deadline date will not be processed and all remaining grant funds will expire.

- C.4. Close-out Expenditure and Narrative Report. The Recipient must submit a final grant Close-out Expenditure and Narrative Report, to be received by the Metropolitan Housing Trust Fund Commission / Barnes Housing Trust Fund within 45 days of the end of the Grant Contract. Said report shall be in form and substance acceptable to Metro and shall be prepared by a Certified Public Accounting Firm or the Chief Financial Officer of the Recipient Organization.
- C.5. Payment of Invoice. The payment of any invoice by Metro shall not prejudice Metro's right to object to the invoice or any matter in relation thereto. Such payment by Metro shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the costs included therein.
- C.6. Unallowable Costs. The Recipient's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by Metro, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.7. Deductions. Metro reserves the right to adjust any amounts which are or shall become due and payable to the Recipient by Metro under this or any Contract by deducting any amounts which are or shall become due and payable to Metro by the Recipient under this or any Contract.
- C.9. Electronic Payment. Metro requires as a condition of this contract that the Recipient shall complete and sign Metro's form authorizing electronic payments to the Recipient. Recipients who have not already submitted the form to Metro will have thirty (30) days to complete, sign, and return the form. Thereafter, all payments to the Recipient, under this or any other contract the Recipient has with Metro, must be made electronically.
- C. 10. Recipient agrees and understands that procurement of goods and services for the grant project must comply with state and local law and regulations, including the Metropolitan Procurement Code. Recipient will provide Metro with all plans and specifications needed for these procurement purposes. Recipient will promptly review, and either approve or disapprove, in good faith and with reasonable grounds all estimates, amendments to scope of work, and all work performed by a contractor prior to payment.
- C. 11. At the reasonable request of Metro, Recipient agrees to attend public meetings, neighborhood meetings, and other events regarding this Project.
- C. 12. Any signage, printed materials, or online publications erected at the applicable Project site or elsewhere regarding the Project shall include the following language or language acceptable by Metro acknowledging that the Project is partially funded with a grant from the Barnes Fund for Affordable Housing of the Metropolitan Government of Nashville and Davidson County:

This project funded in part by the Barnes Affordable Housing Trust Fund of the Metropolitan Government of Nashville & Davidson County.

Metropolitan Housing Trust Fund Commission

David Briley, Mayor

Metropolitan Council of Nashville and Davidson County

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. Metro is not bound by this Grant Contract until it is approved by the appropriate Metro representatives as indicated on the signature page of this Grant.
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment that has been approved in accordance with all Metro procedures and by appropriate legislation of the Metropolitan Council.
- D.3. Default and Termination for Cause. Any failure by Owner to perform any term or provision of this Grant Contract shall constitute a "Default" (1) if such failure is curable within 30 days and Recipient does not cure such failure within 30 days following written notice of default from Metro, or (2) if such failure is not of a nature which cannot reasonably be cured within such 30-day period and Recipient does not within such 30-day period commence substantial efforts to cure such failure or thereafter does not within a reasonable time prosecute to completion with diligence and continuity the curing of such failure. Should the Recipient Default under this Grant Contract or if the Recipient violates any terms of this Grant Contract, Metro shall have the right to immediately terminate the Grant Contract and the Recipient shall return to Metro any and all grant monies for services or projects under the grant not performed as of the termination date. The Recipient shall also return to Metro any and all funds expended for purposes contrary to the terms of the Grant. Such termination shall not relieve the Recipient of any liability to Metro for damages sustained by virtue of any breach by the Recipient.
- D.4. Subcontracting. The Recipient shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of Metro. Notwithstanding any use of approved subcontractors, the Recipient shall be considered the prime Recipient and shall be responsible for all work performed.
- D.5. Conflicts of Interest. The Recipient warrants that no part of the total Grant Amount shall be paid directly or indirectly to an employee or official of Metro as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Recipient in connection with any work contemplated or performed relative to this Grant Contract.

The Grantee also recognizes that no person identified as a Covered Person below may obtain a financial interest or benefit from a Metro Housing Trust Fund Competitive Grant assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those whom they have family or business ties, during their tenure or for one year thereafter.

Covered Persons include immediate family members of any employee or board member of the Grantee. Covered Persons are ineligible to receive benefits through the Metro Housing Trust Fund Competitive Grant program. Immediate family ties include (whether by blood, marriage or adoption) a spouse, parent (including stepparent), child (including a stepbrother or stepsister), sister, brother, grandparent, grandchild, and in-laws of a Covered Person.

- D.6. Nondiscrimination. The Recipient hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Recipient on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification which is in violation of applicable laws. The Recipient shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.7. Records. All documents relating in any manner whatsoever to the grant project, or any designated portion thereof, which are in the possession of Recipient, or any subcontractor of Recipient shall be made available to the Metropolitan Government for inspection and copying upon written request by the Metropolitan Government. Furthermore, said documents shall be made available, upon request by the Metropolitan Government, to any state, federal or other regulatory authority and any such authority may review, inspect and copy such records. Said records include, but are not limited to, all drawings, plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos or other writings or things which document the grant project, its design and its construction. Said records expressly include those documents reflecting the cost of construction, including all subcontracts and payroll records of Recipient.

Recipient shall maintain documentation for all funds provided under this grant contract. The books, records, and documents of Recipient, insofar as they relate to funds provided under this grant contract, shall be maintained for a period of three (3) full years from the date of the final payment. The books, records, and documents of Recipient, insofar as they relate to funds provided under this grant contract, shall be subject to audit at any reasonable time and upon reasonable notice by Metro or its duly appointed representatives. Records shall be maintained in accordance with the standards outlined in the Metro Grants Manual. The financial statements shall be prepared in accordance with generally accepted accounting principles.

- D.8. Monitoring. The Recipient's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by Metro or Metro's duly appointed representatives. The Recipient shall make all audit, accounting, or financial records, notes, and other documents pertinent to this grant available for review by the Metropolitan Office of Financial Accountability, Internal Audit or Metro's representatives, upon request, during normal working hours.
- D.9. Reporting. The Recipient must submit an Interim Program Report, to be received by the Metropolitan Housing Trust Commission / Barnes Housing Trust Fund, by no later than July 1, 2020 and a Final Program Report, to be received by the Metropolitan Housing Trust Fund Commission within 45 [forty-five] days of the end of the Grant Contract. Said reports shall detail the outcome of the activities funded under this Grant Contract.
- D.10. Strict Performance. Failure by Metro to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment by the appropriate parties as indicated on the signature page of this Grant.
- D.11. Insurance. The Recipient shall maintain adequate public liability and other appropriate forms of insurance, including other appropriate forms of insurance on the Recipient's employees, and to pay all applicable taxes incident to this Grant Contract.
- D.12. Metro Liability. Metro shall have no liability except as specifically provided in this Grant Contract.
- D. 13. Independent Contractor. Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the Recipient and Metro or to create the relationship of

principal and agent between or among the Recipient and Metro. The Recipient shall not hold itself out in a manner contrary to the terms of this paragraph. Metro shall not become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.

D. 14. Indemnification and Hold Harmless.

(a) Recipient shall indemnify, defend, and hold harmless Metro, its officers, agents and employees from any claims, damages, penalties, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Recipient, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract, and any claims, damages, penalties, costs and attorney fees arising from any failure of Recipient, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

(b) Metro will not indemnify, defend or hold harmless in any fashion the Recipient from any claims, regardless of any language in any attachment or other document that the Recipient may provide.

(c) Recipient shall pay Metro any expenses incurred as a result of Recipient's failure to fulfill any obligation in a professional and timely manner under this Contract.

(d) Grantee's duties under this section shall survive the termination or expiration of the grant.

D. 15. Force Majeure. The obligations of the parties to this Grant Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.

D. 16. State, Local and Federal Compliance. The Recipient agrees to comply with all applicable federal, state and local laws and regulations in the performance of this Grant Contract.

D. 17. Governing Law and Venue. The validity, construction and effect of this Grant Contract and any and all extensions and/or modifications thereof shall be governed by and construed in accordance with the laws of the State of Tennessee. The venue for legal action concerning this Grant Contract shall be in the courts of Davidson County, Tennessee.

D. 18. Attorney Fees. Recipient agrees that, in the event either party deems it necessary to take legal action to enforce any provision of the Grant Contract, and in the event Metro prevails, Recipient shall pay all expenses of such action including Metro's attorney fees and costs at all stages of the litigation.

D. 19. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

D. 20. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

D. 21. Licensure. The Recipient and its employees and all sub-grantees shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses. Recipient will obtain all permits, licenses, and permissions necessary for the grant project.

D. 22. Waiver. No waiver of any provision of this contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.

- D. 23. Inspection. The Grantee agrees to permit inspection of the project and/or services provided for herein, without any charge, by members of the Grantor and its representatives.
- D. 24. Assignment—Consent Required. The provisions of this contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Recipient under this contract, neither this contract nor any of the rights and obligations of Recipient hereunder shall be assigned or transferred in whole or in part without the prior written consent of Metro. Any such assignment or transfer shall not release Recipient from its obligations hereunder. Notice of assignment of any rights to money due to Recipient under this Contract must be sent to the attention of the Metro Department of Finance.
- D.25. Gratuities and Kickbacks. It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparations of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from participation in Metropolitan Government contracts.
- D.26. Communications and Contacts. All instructions, notices, consents, demands, or other communications from the Recipient required or contemplated by this Grant Contract shall be in writing and shall be made by facsimile transmission, email, or by first class mail, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

Metro:

For contract-related matters and enquiries regarding invoices:

Metropolitan Housing Trust Fund Commission / Barnes Housing Trust Fund
Office of the Mayor
Metropolitan Courthouse
Nashville, TN 37201
(615) 862-6000, (615) 862-6040 fax
Hannah.Davis@Nashville.Gov

Recipient:

Danny Herron
President and CEO
Habitat for Humanity
414 Harding Place, Suite 100
Nashville, TN 37211

- D.27. Lobbying. The Recipient certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal

contract, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Recipient shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all subcontractors of federally appropriated funds shall certify and disclose accordingly.

D. 28 Effective Date. This contract shall not be binding upon the parties until it has been signed first by the Recipient and then by the authorized representatives of the Metropolitan Government and has been filed in the office of the Metropolitan Clerk. When it has been so signed and filed, this contract shall be effective as of the date first written above.

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THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON
COUNTY:

RECIPIENT:

HABITAT FOR HUMANITY

By: _____

Title: President and CEO

Sworn to and subscribed to before me a
Notary Public, this 25 day
of June, 2019.

APPROVED AS TO PROGRAM SCOPE:

[Signature]
Chair, Metropolitan Housing Trust Fund
Commission

Notary Public

APPROVED AS TO AVAILABILITY OF
FUNDS:

[Signature]
Director of Finance

[Signature]
My Commission expires 9-06-2022

APPROVED AS TO FORM AND
LEGALITY

[Signature]
Metropolitan Attorney



APPROVED AS TO RISK AND
INSURANCE:

[Signature]
Director of Insurance

Metropolitan Clerk

BARNES HOUSING TRUST FUND HOMEBUYER PROFORMA

Unit Address	North Nashville: Park Preserve [Ewing Drive & Gwynnwood Drive 37207]	North Nashville: Park Preserve [Ewing Drive & Gwynnwood Drive 37207]	North Nashville: Park Preserve [Ewing Drive & Gwynnwood Drive 37207]	Totals	
Development Type	New Construction	New Construction	New Construction		
Accessible Bus Line Routes	Yes - Route 41 travels Ewing Drive	Yes - Route 41 travels Ewing Drive	Yes - Route 41 travels Ewing Drive		
Number of Bedrooms	3	4	5		
Number of Bathrooms	2	2	2		
Square Feet	1083	1259	1567		
Number of Stories	1	1	1		
	Cost of 9 3-bedroom homes	Cost of 5 4-bedroom homes	Cost of 1 5-bedroom home		
Acquisition Costs					
Vacant Land	46,656	25,920	5,184	77,760	
Land with Structure					
Title & Recording					
Legal					
Total	46,656	25,920	5,184	77,760	
Predevelopment Costs					
Appraisal	1,440	800	160	2,400	
Survey					
Relocation (if applicable)					
Insurance					
Architect					
Engineering	36,000	20,000	4,000	60,000	
Planning/Zoning	4,500	2,500	500	7,500	
Other: Homebuyer Education	90,000	50,000	10,000	150,000	
Total	131,940	73,300	14,660	219,900	
Construction Costs					
Structure					
Footer/Foundation	99,000	62,500	14,000	175,500	
Framing	103,500	62,500	14,500	180,500	

BARNES HOUSING TRUST FUND HOMEBUYER PROFORMA

Electrical	65,853	38,085	7,917	111,855
Plumbing	76,644	44,580	9,216	130,440
Roofing	48,600	30,000	6,200	84,800
HVAC	58,500	32,500	6,500	97,500
Drywall/Insulation	47,700	27,500	5,800	81,000
Paint/Stain	27,000	17,500	3,700	48,200
Windows/Doors	21,150	11,750	2,650	35,550
Floor Coverings	15,300	9,000	1,900	26,200
Cabinets	14,400	8,000	1,600	24,000
Brick/Siding	60,300	34,000	7,000	101,300
Sub-Total	637,947	377,915	80,983	1,096,845
Other				
Site Work	635,040	352,800	70,560	1,058,400
Appliances	16,200	9,000	1,800	27,000
Decks/Porches	8,955	4,975	995	14,925
Side Walks/Driveways	48,348	26,860	5,372	80,580
Landscaping	19,800	11,000	2,200	33,000
Utility Hookups	3,060	1,700	340	5,100
Building Permits/Fees	6,750	3,750	750	11,250
Demolition	-	-	-	-
Fees	13,500	7,500	1,500	22,500
Sub-Total	751,653	417,585	83,517	1,252,755
Construction Contingency				
Profit (if organization has own construction crew)	234,000	130,000	26,000	390,000
Sub-Total	234,000	130,000	26,000	390,000
Total Construction Cost	1,623,600	925,500	190,500	2,739,600
Cost per Unit (Note: ALL cost categories EXCEPT Dev Fee)	200,244	204,944	210,344	

BARNES HOUSING TRUST FUND HOMEBUYER PROFORMA

Developer's Fee (capped at 20% - Habitat requesting 10% which is \$7,000 per unit)	63,000	35,000	7,000	105,000	
Total Cost/Unit	207,244	211,944	217,344		
Total Debt Service	Note: Debt Service Figures for Total Agency			150,000	<i>Downpayment Assistance</i>
Debt Coverage Ratio	5.45				
Operating Reserve	11.65			3,292,260	TOTAL PROJECT COST

**GRANT CONTRACT
BETWEEN THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE
BY AND THROUGH
THE METROPOLITAN HOUSING TRUST FUND COMMISSION
AND
REBUILDING TOGETHER NASHVILLE**

This Grant Contract issued and entered into by and between the Metropolitan Government of Nashville and Davidson County, a municipal corporation of the State of Tennessee hereinafter referred to as "Metro", and Rebuilding Together Nashville, hereinafter referred to as the "Recipient," is for the provision of the construction of affordable housing units as further defined in the "SCOPE OF PROGRAM." Recipient will be preserving 25 affordable housing units. The recipient's annual report and audit are incorporated herein by reference. The Recipient is a nonprofit charitable or civic organization.

A. SCOPE OF PROGRAM:

- A.1. Each Property to which these grant funds are provided for shall be subject to a Declaration of Restrictive Covenants ("Declaration") imposing certain affordability requirements to encumber the Property and run with the land over a 5-year term. Terms defined in the Declaration shall have the same meanings when used in this Agreement.
- A.2. The Recipient shall use the funds under this grant in accordance with the affordable housing project submitted in the application and any of its amendments, which application is incorporated herein, and subject to the terms and conditions set forth herein.
- A.3. The Recipient, under this Grant Contract, will spend funds solely for the purposes set forth in their application or proposal for grant funding which is incorporated herein. These funds shall be expended consistent with the Grant Budget, included in Attachment A. Although some variation in line item amounts for the Grant is consistent with the Grant Budget, any change greater than 20% of a line item shall require the prior written approval of Metro. However, in no event will the total amount of the Grant funds provided to Recipient go above the awarded Grant amount of \$511,310.00.

Additional Conditions for Rehab Properties:

1. The Grantee will provide Metro with a management plan for program oversight which includes certification of the rents, utility allowances and tenant incomes. The Grantee will also provide Metro an certification that Barnes rental requirements are being met throughout the compliance period.
2. The Grantee will allow Metro or a Metro-approved contractor to conduct on-site inspections of the grantee for compliance Barnes program requirements including, but not limited to, reviewing tenant income calculations, rent determinations and utility allowances.
3. Compliance restrictions on tenant income shall apply for five (5) years from the date of issuance of the certificate of occupancy for the final building within the project. If a certificate of occupancy is not issued, the compliance period will begin on the date of recordation of the notice of completion for the project.

B. GRANT CONTRACT TERM:

- B.1. Grant Contract Term. The term of this Grant shall be from execution of the grant agreement until Project completion, but in no way greater than 24 months from the execution of the grant agreement. Metro shall have no obligation for services rendered by the Recipient which are not performed within this term. Pursuant to Metropolitan Code of Laws § 2.149.040 (G), in the event the recipient fails to complete its obligations under this grant contract within twenty four months

from execution, Metro is authorized to rescind the contract and to reclaim previously appropriated funds from the organization.

C. **PAYMENT TERMS AND CONDITIONS:**

C.1. **Maximum Liability.** In no event shall the maximum liability of Metro under this Grant Contract exceed Five hundred eleven thousand three hundred ten dollars (\$511,310.00). The Grant Budget, attached and incorporated herein as part of Attachment A, shall constitute the maximum amount to be provided to the Recipient by Metro for all of the Recipient's obligations hereunder. The Grant Budget line items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Recipient.

This amount shall constitute the Grant Amount and the entire compensation to be provided to the Recipient by Metro.

C.2. **Compensation Firm.** The maximum liability of Metro is not subject to escalation for any reason. The Grant Budget amount is firm for the duration of the Grant Contract and is not subject to escalation for any reason unless the grant contract is amended.

C.3. **Payment Methodology.** The Recipient shall be compensated for actual costs based upon the Grant Budget, not to exceed the maximum liability established in Section C.1. Upon execution of the Grant Contract and receipt of a request for payment, the Recipient may be eligible to receive reimbursement for milestones as completed based upon the Grant Budget.

a. **Grant Draws**

Before a draw can be made, there must be a physical inspection of the property by Metro or an approved designee. The inspection must confirm appropriate completion of the project.

1) **Construction Grant Draw Schedule (% based on grant amount)**

- 25% Pre-construction draw at execution of home assessment and work scope. Applicable reimbursable expenses include: lead-based paint inspection (if applicable), home assessment, and work-scope development costs.
- Final 75% reimbursement requested on a monthly basis as work progresses

Balance of grant upon receipt of a Final Use & Occupancy from local Codes (100% complete).

All draw requests except for the first 25% draw must be inspected before funding.

The above is the preferred draw method. We will occasionally fund based on a true percentage of completion as noted in a Construction Inspection report, understanding that the initial 25%% draw may overfund the grant, requiring later draws to be reduced.

2) **Construction Grant Draw Process**

- Draw request is received from the Recipient. It should be requested by the contractor and approved by the Recipient.
- Complete property inspection
- Metro or approved designee approves the request.
- Payments should be made to the Recipient.

All invoices shall be sent to:

Barnes Housing Trust Fund
Office of the Mayor
Metropolitan Courthouse
Nashville, TN 37201
(615) 862-6000, (615) 862-6040 fax

Said payment shall not exceed the maximum liability of this Grant Contract.

Final invoices for the contract period should be received by Metro Payment Services by 24 months from the execution of the grant agreement. Any invoice not received by the deadline date will not be processed and all remaining grant funds will expire.

- C.4. Close-out Expenditure and Narrative Report. The Recipient must submit a final grant Close-out Expenditure and Narrative Report, to be received by the Metropolitan Housing Trust Fund Commission / Barnes Housing Trust Fund within 45 days of the end of the Grant Contract. Said report shall be in form and substance acceptable to Metro and shall be prepared by a Certified Public Accounting Firm or the Chief Financial Officer of the Recipient Organization.
- C.5. Payment of Invoice. The payment of any invoice by Metro shall not prejudice Metro's right to object to the invoice or any matter in relation thereto. Such payment by Metro shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the costs included therein.
- C.6. Unallowable Costs. The Recipient's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by Metro, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.7. Deductions. Metro reserves the right to adjust any amounts which are or shall become due and payable to the Recipient by Metro under this or any Contract by deducting any amounts which are or shall become due and payable to Metro by the Recipient under this or any Contract.
- C.9. Electronic Payment. Metro requires as a condition of this contract that the Recipient shall complete and sign Metro's form authorizing electronic payments to the Recipient. Recipients who have not already submitted the form to Metro will have thirty (30) days to complete, sign, and return the form. Thereafter, all payments to the Recipient, under this or any other contract the Recipient has with Metro, must be made electronically.
- C. 10. Recipient agrees and understands that procurement of goods and services for the grant project must comply with state and local law and regulations, including the Metropolitan Procurement Code. Recipient will provide Metro with all plans and specifications needed for these procurement purposes. Recipient will promptly review, and either approve or disapprove, in good faith and with reasonable grounds all estimates, amendments to scope of work, and all work performed by a contractor prior to payment.
- C. 11. At the reasonable request of Metro, Recipient agrees to attend public meetings, neighborhood meetings, and other events regarding this Project.
- C. 12. Any signage, printed materials, or online publications erected at the applicable Project site or elsewhere regarding the Project shall include the following language or language acceptable by Metro acknowledging that the Project is partially funded with a grant from the Barnes Fund for Affordable Housing of the Metropolitan Government of Nashville and Davidson County:

This project funded in part by the Barnes Affordable Housing Trust Fund of the
Metropolitan Government of Nashville & Davidson County.

Metropolitan Housing Trust Fund Commission

David Briley, Mayor

Metropolitan Council of Nashville and Davidson County

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. Metro is not bound by this Grant Contract until it is approved by the appropriate Metro representatives as indicated on the signature page of this Grant.
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment that has been approved in accordance with all Metro procedures and by appropriate legislation of the Metropolitan Council.
- D.3. Default and Termination for Cause. Any failure by Owner to perform any term or provision of this Grant Contract shall constitute a "Default" (1) if such failure is curable within 30 days and Recipient does not cure such failure within 30 days following written notice of default from Metro, or (2) if such failure is not of a nature which cannot reasonably be cured within such 30-day period and Recipient does not within such 30-day period commence substantial efforts to cure such failure or thereafter does not within a reasonable time prosecute to completion with diligence and continuity the curing of such failure. Should the Recipient Default under this Grant Contract or if the Recipient violates any terms of this Grant Contract, Metro shall have the right to immediately terminate the Grant Contract and the Recipient shall return to Metro any and all grant monies for services or projects under the grant not performed as of the termination date. The Recipient shall also return to Metro any and all funds expended for purposes contrary to the terms of the Grant. Such termination shall not relieve the Recipient of any liability to Metro for damages sustained by virtue of any breach by the Recipient.
- D.4. Subcontracting. The Recipient shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of Metro. Notwithstanding any use of approved subcontractors, the Recipient shall be considered the prime Recipient and shall be responsible for all work performed.
- D.5. Conflicts of Interest. The Recipient warrants that no part of the total Grant Amount shall be paid directly or indirectly to an employee or official of Metro as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Recipient in connection with any work contemplated or performed relative to this Grant Contract.

The Grantee also recognizes that no person identified as a Covered Person below may obtain a financial interest or benefit from a Metro Housing Trust Fund Commission assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those whom they have family or business ties, during their tenure or for one year thereafter.

Covered Persons include immediate family members of any employee or board member of the Grantee. Covered Persons are ineligible to receive benefits through the Metro Housing Trust Fund Commission. Immediate family ties include (whether by blood, marriage or adoption) a spouse, parent (including stepparent), child (including a stepbrother or stepsister), sister, brother, grandparent, grandchild, and in-laws of a Covered Person.

- D.6. Nondiscrimination. The Recipient hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Recipient on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification which is in violation of applicable laws. The Recipient shall, upon request, show proof of such

nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

- D.7. Records. All documents relating in any manner whatsoever to the grant project, or any designated portion thereof, which are in the possession of Recipient, or any subcontractor of Recipient shall be made available to the Metropolitan Government for inspection and copying upon written request by the Metropolitan Government. Furthermore, said documents shall be made available, upon request by the Metropolitan Government, to any state, federal or other regulatory authority and any such authority may review, inspect and copy such records. Said records include, but are not limited to, all drawings, plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos or other writings or things which document the grant project, its design and its construction. Said records expressly include those documents reflecting the cost of construction, including all subcontracts and payroll records of Recipient.

Recipient shall maintain documentation for all funds provided under this grant contract. The books, records, and documents of Recipient, insofar as they relate to funds provided under this grant contract, shall be maintained for a period of three (3) full years from the date of the final payment. The books, records, and documents of Recipient, insofar as they relate to funds provided under this grant contract, shall be subject to audit at any reasonable time and upon reasonable notice by Metro or its duly appointed representatives. Records shall be maintained in accordance with the standards outlined in the Metro Grants Manual. The financial statements shall be prepared in accordance with generally accepted accounting principles.

- D.8. Monitoring. The Recipient's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by Metro or Metro's duly appointed representatives. The Recipient shall make all audit, accounting, or financial records, notes, and other documents pertinent to this grant available for review by the Metropolitan Office of Financial Accountability, Internal Audit or Metro's representatives, upon request, during normal working hours.
- D.9. Reporting. The Recipient must submit an Interim Program Report, to be received by the Metropolitan Housing Trust Commission / Barnes Housing Trust Fund, by no later than July 1, 2020 and a Final Program Report, to be received by the Metropolitan Housing Trust Fund Commission within 45 [forty-five] days of the end of the Grant Contract. Said reports shall detail the outcome of the activities funded under this Grant Contract.
- D.10. Strict Performance. Failure by Metro to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment by the appropriate parties as indicated on the signature page of this Grant.
- D.11. Insurance. The Recipient shall maintain adequate public liability and other appropriate forms of insurance, including other appropriate forms of insurance on the Recipient's employees, and to pay all applicable taxes incident to this Grant Contract.
- D.12. Metro Liability. Metro shall have no liability except as specifically provided in this Grant Contract.
- D.13. Independent Contractor. Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the Recipient and Metro or to create the relationship of principal and agent between or among the Recipient and Metro. The Recipient shall not hold itself out in a manner contrary to the terms of this paragraph. Metro shall not become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.
- D.14. Indemnification and Hold Harmless.

(a) Recipient shall indemnify, defend, and hold harmless Metro, its officers, agents and employees from any claims, damages, penalties, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Recipient, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract, and any claims, damages, penalties, costs and attorney fees arising from any failure of Recipient, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

(b) Metro will not indemnify, defend or hold harmless in any fashion the Recipient from any claims, regardless of any language in any attachment or other document that the Recipient may provide.

(c) Recipient shall pay Metro any expenses incurred as a result of Recipient's failure to fulfill any obligation in a professional and timely manner under this Contract.

(d) Grantee's duties under this section shall survive the termination or expiration of the grant.

- D.15. Force Majeure. The obligations of the parties to this Grant Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.
- D.16. State, Local and Federal Compliance. The Recipient agrees to comply with all applicable federal, state and local laws and regulations in the performance of this Grant Contract.
- D.17. Governing Law and Venue. The validity, construction and effect of this Grant Contract and any and all extensions and/or modifications thereof shall be governed by and construed in accordance with the laws of the State of Tennessee. The venue for legal action concerning this Grant Contract shall be in the courts of Davidson County, Tennessee.
- D. 18 Attorney Fees. Recipient agrees that, in the event either party deems it necessary to take legal action to enforce any provision of the Grant Contract, and in the event Metro prevails, Recipient shall pay all expenses of such action including Metro's attorney fees and costs at all stages of the litigation.
- D.19. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D. 20. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D. 21 Licensure. The Recipient and its employees and all sub-grantees shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses. Recipient will obtain all permits, licenses, and permissions necessary for the grant project.
- D. 22. Waiver. No waiver of any provision of this contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
- D. 23. Inspection. The Grantee agrees to permit inspection of the project and/or services provided for herein, without any charge, by members of the Grantor and its representatives.

- D. 24. Assignment—Consent Required. The provisions of this contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Recipient under this contract, neither this contract nor any of the rights and obligations of Recipient hereunder shall be assigned or transferred in whole or in part without the prior written consent of Metro. Any such assignment or transfer shall not release Recipient from its obligations hereunder. Notice of assignment of any rights to money due to Recipient under this Contract must be sent to the attention of the Metro Department of Finance.
- D.25. Gratuities and Kickbacks. It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparations of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from participation in Metropolitan Government contracts.
- D.26. Communications and Contacts. All instructions, notices, consents, demands, or other communications from the Recipient required or contemplated by this Grant Contract shall be in writing and shall be made by facsimile transmission, email, or by first class mail, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

Metro:

For contract-related matters and enquiries regarding invoices:

Metropolitan Housing Trust Fund Commission / Barnes Housing Trust Fund
Office of the Mayor
Metropolitan Courthouse
Nashville, TN 37201
(615) 862-6000, (615) 862-6040 fax
Hannah.Davis@Nashville.Gov

Recipient:

Kaitlin Dastugue
Executive Director
Rebuilding Together Nashville
kaitlin@rebuildingtogethernashville.org
6101 Centennial Blvd.
Nashville, TN 37209

- D.27. Lobbying. The Recipient certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal,

amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Recipient shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all subcontractors of federally appropriated funds shall certify and disclose accordingly.

D. 28 Effective Date. This contract shall not be binding upon the parties until it has been signed first by the Recipient and then by the authorized representatives of the Metropolitan Government and has been filed in the office of the Metropolitan Clerk. When it has been so signed and filed, this contract shall be effective as of the date first written above.

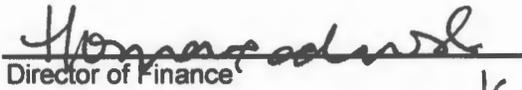
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THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON
COUNTY:

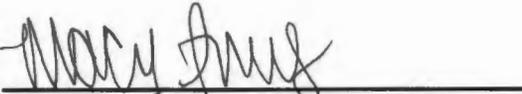
APPROVED AS TO PROGRAM SCOPE:


Chair, Metropolitan Housing Trust Fund
Commission

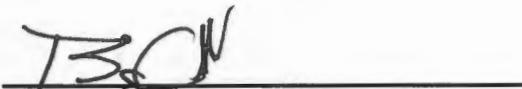
APPROVED AS TO AVAILABILITY OF
FUNDS:


Director of Finance *lc*

APPROVED AS TO FORM AND
LEGALITY


Metropolitan Attorney

APPROVED AS TO RISK AND
INSURANCE:


Director of Insurance

Metropolitan Clerk

RECIPIENT:

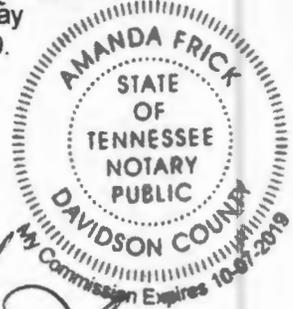
REBUILDING TOGETHER NASHVILLE

By: 
Title: Executive Director

Sworn to and subscribed to before me a
Notary Public, this 26th day
of June, 2019.

Notary Public


My Commission expires 10/07/2019



BARNES HOUSING TRUST FUND REHAB BUDGET

RTN

No. of homes	25	
Development Type	Rehab	
	PER HOME BUDGET	TOTAL GRANT REQUEST
Predevelopment Costs		
Insurance	\$103	\$2,575
Qualification screening & home assessment (RTN)	\$450	\$11,250
LBP Inspection and other inspections (Contractors)*	\$400	\$10,000
Scheduling, cost estimation, and ongoing value engineering	\$755	\$18,875
Total	\$1,708	\$42,700
Construction Costs		
Rehab Costs- Labor & Materials	\$14,250	\$356,250
Landscaping & drainage*	\$250	\$6,250
Appliances*	\$500	\$12,500
Warranty Items*	\$500	\$12,500
Sub-Total	\$15,500	\$387,500
Other		
Building Permits/Fees*	\$20	\$500
Homeowner education & closeout	\$317	\$7,925
Lien filing fees & lien preparation	\$150	\$3,750
Logistics (rentals- trucks, dumpsters; volunteer hospitality)	\$500	\$12,500
Warranty Management*	\$115	\$2,875
Supervision- volunteer workscopes	\$300	\$7,500.00
Sub-Total	\$1,402	\$35,050
Total Construction Cost	\$18,610	\$465,250
Cost per Unit	\$18,610	\$465,250
Developer's Fee - 3.5%	\$1,842	\$46,059.75
Total Cost/Unit	\$20,452	\$511,310

*not applicable to every project

**GRANT CONTRACT
BETWEEN THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE
BY AND THROUGH
THE METROPOLITAN HOUSING TRUST FUND COMMISSION
AND
CROSSBRIDGE, INC.**

This Grant Contract issued and entered into by and between the Metropolitan Government of Nashville and Davidson County, a municipal corporation of the State of Tennessee hereinafter referred to as "Metro", and Crossbridge, Inc., hereinafter referred to as the "Recipient," is for the provision of the construction of affordable housing units as further defined in the "SCOPE OF PROGRAM." Recipient will be adding 50 affordable housing units located at 35 Lindsley Avenue (Parcel No. 09311022900). The Recipient's annual report and audit are incorporated herein by reference. The Recipient is a nonprofit charitable or civic organization.

A. SCOPE OF PROGRAM:

- A.1. Each Property to which these grant funds are provided for shall be subject to a Declaration of Restrictive Covenants ("Declaration") imposing certain affordability requirements to encumber the Property and run with the land over a 20-year term. Terms defined in the Declaration shall have the same meanings when used in this Agreement.
- A.2. The Recipient shall use the funds under this grant in accordance with the affordable housing project submitted in the application and any of its amendments, which application is incorporated herein, and subject to the terms and conditions set forth herein.
- A.3. The Recipient, under this Grant Contract, will spend funds solely for the purposes set forth in their application or proposal for grant funding which is incorporated herein. These funds shall be expended consistent with the Grant Budget, included in Attachment A. Although some variation in line item amounts for the Grant is consistent with the Grant Budget, any change greater than 20% of a line item shall require the prior written approval of Metro. However, in no event will the total amount of the Grant funds provided to Recipient go above the awarded Grant amount of \$1,800,000.00.

Additional Conditions for Rental Properties:

1. The Grantee will provide Metro with a management plan for program oversight which includes annual certification of the rents, utility allowances and tenant incomes. Following Project completion and rent-up, Grantee will also provide Metro an annual certification that Barnes rental requirements are being met throughout the compliance period.
2. The Grantee will allow Metro or a Metro-approved contractor to conduct on-site inspections of the Project for compliance with Barnes program requirements including, but not limited to, reviewing tenant income calculations, rent determinations and utility allowances.
3. Compliance restrictions on both tenant income and maximum rents shall apply for twenty (20) years from the date of issuance of the certificate of occupancy for the final building within the project. If a certificate of occupancy is not issued, the compliance period will begin on the date of recordation of the notice of completion for the project.

B. GRANT CONTRACT TERM:

- B.1. Grant Contract Term. The term of this Grant shall be from execution of the grant agreement until Project completion, but in no way greater than 24 months from the execution of the grant agreement. Metro shall have no obligation for services rendered by the Recipient which are not performed within this term. Pursuant to Metropolitan Code of Laws § 2.149.040 (G), in the event

the recipient fails to complete its obligations under this grant contract within twenty four months from execution, Metro is authorized to rescind the contract and to reclaim previously appropriated funds from the organization.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of Metro under this Grant Contract exceed One million eight hundred thousand dollars (\$1,800,000.00). The Grant Budget, attached and incorporated herein as part of Attachment A, shall constitute the maximum amount to be provided to the Recipient by Metro for all of the Recipient's obligations hereunder. The Grant Budget line items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Recipient.

This amount shall constitute the Grant Amount and the entire compensation to be provided to the Recipient by Metro.

- C.2. Compensation Firm. The maximum liability of Metro is not subject to escalation for any reason. The Grant Budget amount is firm for the duration of the Grant Contract and is not subject to escalation for any reason unless the grant contract is amended.

- C.3. Payment Methodology. The Recipient shall be compensated for actual costs based upon the Grant Budget, not to exceed the maximum liability established in Section C.1. Upon execution of the Grant Contract and receipt of a request for payment, the Recipient may be eligible to receive reimbursement for milestones as completed based upon the Grant Budget.

a. **Grant Draws**

Before a draw can be made, there must be a physical inspection of the property by Metro or an approved designee. The inspection must confirm appropriate completion of the project.

1) **Construction Grant Draw Schedule (% based on grant amount)**

- 12.5% - upon receipt of the Building Permit (check property address and contractors name) and Builder's Risk Insurance sufficient to cover cost of construction (make sure Metro is listed as lien holder)
- 25% - footing framing and foundation completed (25% complete)
- 25% - roofing completed and the plumbing, electric and mechanical are roughed in and approved by local Codes (50% complete)
- 25% - cabinets, counters, drywall, trim and doors are installed (75% complete)

Balance of grant upon receipt of a Final Use & Occupancy from local Codes (100% complete).

All draw requests except for the first 12.5% draw must be inspected before funding.

The above is the preferred draw method. We will occasionally fund based on a true percentage of completion as noted in a Construction Inspection report, understanding that the initial 12.5% draw may overfund the grant, requiring later draws to be reduced.

2) **Construction Grant Draw Process**

- Draw request is received from the Recipient. It should be requested by the contractor and approved by the Recipient.
- Metro or approved designee promptly completes a property inspection.
- Metro or approved designee timely approves the request.
- Timely payment is made to the Recipient.

All invoices shall be sent to:

Barnes Housing Trust Fund
Office of the Mayor
Metropolitan Courthouse
Nashville, TN 37201
(615) 862-6000, (615) 862-6040 fax

Said payment shall not exceed the maximum liability of this Grant Contract.

Final invoices for the contract period should be received by Metro Payment Services by 24 months from the execution of the grant agreement. Any invoice not received by the deadline date will not be processed and all remaining grant funds will expire.

- C.4. Close-out Expenditure and Narrative Report. The Recipient must submit a final grant Close-out Expenditure and Narrative Report, to be received by the Metropolitan Housing Trust Fund Commission / Barnes Housing Trust Fund within 45 days of the end of the Grant Contract. Said report shall be in form and substance acceptable to Metro and shall be prepared by a Certified Public Accounting Firm or the Chief Financial Officer of the Recipient Organization.
- C.5. Payment of Invoice. The payment of any invoice by Metro shall not prejudice Metro's right to object to the invoice or any matter in relation thereto. Such payment by Metro shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the costs included therein.
- C.6. Unallowable Costs. The Recipient's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by Metro, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.7. Deductions. Metro reserves the right to adjust any amounts which are or shall become due and payable to the Recipient by Metro under this or any Contract by deducting any amounts which are or shall become due and payable to Metro by the Recipient under this or any Contract.
- C.9. Electronic Payment. Metro requires as a condition of this contract that the Recipient shall complete and sign Metro's form authorizing electronic payments to the Recipient. Recipients who have not already submitted the form to Metro will have thirty (30) days to complete, sign, and return the form. Thereafter, all payments to the Recipient, under this or any other contract the Recipient has with Metro, must be made electronically.
- C. 10. Recipient agrees and understands that procurement of goods and services for the grant project must comply with state and local law and regulations, including the Metropolitan Procurement Code. Recipient will provide Metro with all plans and specifications needed for these procurement purposes. Recipient will promptly review, and either approve or disapprove, in good faith and with reasonable grounds all estimates, amendments to scope of work, and all work performed by a contractor prior to payment.
- C. 11. At the reasonable request of Metro, Recipient agrees to attend public meetings, neighborhood meetings, and other events regarding this Project.
- C. 12. Any signage, printed materials, or online publications erected at the applicable Project site or elsewhere regarding the Project shall include the following language or language acceptable by Metro acknowledging that the Project is partially funded with a grant from the Barnes Fund for Affordable Housing of the Metropolitan Government of Nashville and Davidson County:

This project funded in part by the Barnes Affordable Housing Trust Fund of the Metropolitan Government of Nashville & Davidson County.

Metropolitan Housing Trust Fund Commission

David Briley, Mayor

Metropolitan Council of Nashville and Davidson County

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. Metro is not bound by this Grant Contract until it is approved by the appropriate Metro representatives as indicated on the signature page of this Grant.
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment that has been approved in accordance with all Metro procedures and by appropriate legislation of the Metropolitan Council.
- D.3. Default and Termination for Cause. Any failure by Owner to perform any term or provision of this Grant Contract shall constitute a "Default" (1) if such failure is curable within 30 days and Recipient does not cure such failure within 30 days following written notice of default from Metro, or (2) if such failure is not of a nature which cannot reasonably be cured within such 30-day period and Recipient does not within such 30-day period commence substantial efforts to cure such failure or thereafter does not within a reasonable time prosecute to completion with diligence and continuity the curing of such failure. Should the Recipient Default under this Grant Contract or if the Recipient violates any terms of this Grant Contract, Metro shall have the right to immediately terminate the Grant Contract and the Recipient shall return to Metro any and all grant monies for services or projects under the grant not performed as of the termination date. The Recipient shall also return to Metro any and all funds expended for purposes contrary to the terms of the Grant. Such termination shall not relieve the Recipient of any liability to Metro for damages sustained by virtue of any breach by the Recipient.
- D.4. Subcontracting. The Recipient shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of Metro. Notwithstanding any use of approved subcontractors, the Recipient shall be considered the prime Recipient and shall be responsible for all work performed.
- D.5. Conflicts of Interest. The Recipient warrants that no part of the total Grant Amount shall be paid directly or indirectly to an employee or official of Metro as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Recipient in connection with any work contemplated or performed relative to this Grant Contract.

The Grantee also recognizes that no person identified as a Covered Person below may obtain a financial interest or benefit from a Metro Housing Trust Fund Competitive Grant assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those whom they have family or business ties, during their tenure or for one year thereafter.

Covered Persons include immediate family members of any employee or board member of the Grantee. Covered Persons are ineligible to receive benefits through the Metro Housing Trust Fund Competitive Grant program. Immediate family ties include (whether by blood, marriage or adoption) a spouse, parent (including stepparent), child (including a stepbrother or stepsister), sister, brother, grandparent, grandchild, and in-laws of a Covered Person.

- D.6. Nondiscrimination. The Recipient hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Recipient on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification which is in violation of applicable laws. The Recipient shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.7. Records. All documents relating in any manner whatsoever to the grant project, or any designated portion thereof, which are in the possession of Recipient, or any subcontractor of Recipient shall be made available to the Metropolitan Government for inspection and copying upon written request by the Metropolitan Government. Furthermore, said documents shall be made available, upon request by the Metropolitan Government, to any state, federal or other regulatory authority and any such authority may review, inspect and copy such records. Said records include, but are not limited to, all drawings, plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos or other writings or things which document the grant project, its design and its construction. Said records expressly include those documents reflecting the cost of construction, including all subcontracts and payroll records of Recipient.

Recipient shall maintain documentation for all funds provided under this grant contract. The books, records, and documents of Recipient, insofar as they relate to funds provided under this grant contract, shall be maintained for a period of three (3) full years from the date of the final payment. The books, records, and documents of Recipient, insofar as they relate to funds provided under this grant contract, shall be subject to audit at any reasonable time and upon reasonable notice by Metro or its duly appointed representatives. Records shall be maintained in accordance with the standards outlined in the Metro Grants Manual. The financial statements shall be prepared in accordance with generally accepted accounting principles.

- D.8. Monitoring. The Recipient's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by Metro or Metro's duly appointed representatives. The Recipient shall make all audit, accounting, or financial records, notes, and other documents pertinent to this grant available for review by the Metropolitan Office of Financial Accountability, Internal Audit or Metro's representatives, upon request, during normal working hours.
- D.9. Reporting. The Recipient must submit an Interim Program Report, to be received by the Metropolitan Housing Trust Commission / Barnes Housing Trust Fund, by no later than July 1, 2020 and a Final Program Report, to be received by the Metropolitan Housing Trust Fund Commission within 45 [forty-five] days of the end of the Grant Contract. Said reports shall detail the outcome of the activities funded under this Grant Contract.
- D.10. Strict Performance. Failure by Metro to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment by the appropriate parties as indicated on the signature page of this Grant.
- D.11. Insurance. The Recipient shall maintain adequate public liability and other appropriate forms of insurance, including other appropriate forms of insurance on the Recipient's employees, and to pay all applicable taxes incident to this Grant Contract.
- D.12. Metro Liability. Metro shall have no liability except as specifically provided under law or in this Grant Contract.

- D. 13. Independent Contractor. Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the Recipient and Metro or to create the relationship of principal and agent between or among the Recipient and Metro. The Recipient shall not hold itself out in a manner contrary to the terms of this paragraph. Metro shall not become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.
- D. 14. Indemnification and Hold Harmless.
- (a) Recipient shall indemnify, defend, and hold harmless Metro, its officers, agents and employees from any claims, damages, penalties, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Recipient, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract, and any claims, damages, penalties, costs and attorney fees arising from any failure of Recipient, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- (b) Metro will not indemnify, defend or hold harmless in any fashion the Recipient from any claims, regardless of any language in any attachment or other document that the Recipient may provide.
- (c) Recipient shall pay Metro any expenses incurred as a result of Recipient's failure to fulfill any obligation in a professional and timely manner under this Contract.
- (d) Grantee's duties under this section shall survive the termination or expiration of the grant.
- D. 15. Force Majeure. The obligations of the parties to this Grant Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.
- D. 16. State, Local and Federal Compliance. The Recipient agrees to comply with all applicable federal, state and local laws and regulations in the performance of this Grant Contract.
- D. 17. Governing Law and Venue. The validity, construction and effect of this Grant Contract and any and all extensions and/or modifications thereof shall be governed by and construed in accordance with the laws of the State of Tennessee. The venue for legal action concerning this Grant Contract shall be in the courts of Davidson County, Tennessee.
- D. 18. Attorney Fees. Recipient agrees that, in the event either party deems it necessary to take legal action to enforce any provision of the Grant Contract, and in the event Metro prevails, Recipient shall pay all expenses of such action including Metro's attorney fees and costs at all stages of the litigation.
- D. 19. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D. 20. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D. 21. Licensure. The Recipient and its employees and all sub-grantees shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses. Recipient will obtain all permits, licenses, and permissions necessary for the grant project.

- D. 22. Waiver. No waiver of any provision of this contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
- D. 23. Inspection. The Grantee agrees to permit inspection of the project and/or services provided for herein, without any charge, by members of the Grantor and its representatives.
- D. 24. Assignment—Consent Required. The provisions of this contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Recipient under this contract, neither this contract nor any of the rights and obligations of Recipient hereunder shall be assigned or transferred in whole or in part without the prior written consent of Metro. Any such assignment or transfer shall not release Recipient from its obligations hereunder. Notice of assignment of any rights to money due to Recipient under this Contract must be sent to the attention of the Metro Department of Finance.
- D.25. Gratuities and Kickbacks. It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparations of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from participation in Metropolitan Government contracts.
- D.26. Communications and Contacts. All instructions, notices, consents, demands, or other communications from the Recipient required or contemplated by this Grant Contract shall be in writing and shall be made by facsimile transmission, email, or by first class mail, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

Metro:

For contract-related matters and enquiries regarding invoices:

Metropolitan Housing Trust Fund Commission / Barnes Housing Trust Fund
Office of the Mayor
Metropolitan Courthouse
Nashville, TN 37201
(615) 862-6000, (615) 862-6040 fax
Hannah.Davis@Nashville.Gov

Recipient:

Tina Mitchell
President-Executive Director
Crossbridge, Inc.
335 Murfreesboro Pike
Nashville, TN 37210
tmitchell@crossbridgeinc.org

- D.27. Lobbying. The Recipient certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - c. The Recipient shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all subcontractors of federally appropriated funds shall certify and disclose accordingly.
- D. 28 Effective Date. This contract shall not be binding upon the parties until it has been signed first by the Recipient and then by the authorized representatives of the Metropolitan Government and has been filed in the office of the Metropolitan Clerk. When it has been so signed and filed, this contract shall be effective as of the date first written above.

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THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON
COUNTY:

APPROVED AS TO PROGRAM SCOPE:


Chair, Metropolitan Housing Trust Fund
Commission

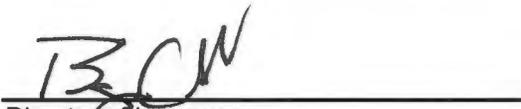
APPROVED AS TO AVAILABILITY OF
FUNDS:


Director of Finance

APPROVED AS TO FORM AND
LEGALITY


Metropolitan Attorney

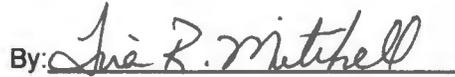
APPROVED AS TO RISK AND
INSURANCE:


Director of Insurance

Metropolitan Clerk

RECIPIENT:

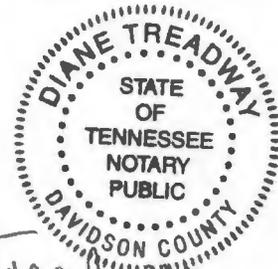
CROSSBRIDGE, INC.

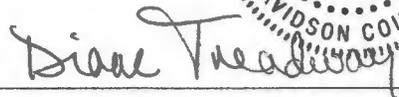
By: 

Title: President-Executive Director

Sworn to and subscribed to before me a
Notary Public, this 24 day
of June, 2019.

Notary Public





My Commission expires 7-9-22

BARNES HOUSING TRUST FUND RENTAL BUDGET

Unit Address	35 Lindsley Avenue		
Development Type	New Construction Rental		
Accessible Bus Line Routes	Routes: 6, 15, 25, 27, 33, 34, 36, 37, 38, 44, 52, 55, 84, 86, 96	All routes within .2 miles of project	
Number of Studios			
Number of 1 Bedrooms			
Number of 2+ Bedrooms	10 Apartments 50 Housing Units See application detail		
Square Feet	13,600 sf Housing 24,650 sf Total Project	Housing = 55%	
Number of Stories	3 plus basement		
Acquisition Costs			
Vacant Land		\$0	
Land with Structure		\$0	
Title & Recording		\$0	
Legal		\$0	
Total		\$0	
Predevelopment Costs			
Appraisal		\$5,500	
Survey		\$0	
Relocation (if applicable)		\$0	
Insurance		\$17,000	
Architect		\$350,000	
Engineering		\$120,000	
Planning/Zoning		\$0	
Other - Construction Interest		\$20,000	
Other - Loan Origination		\$3,300	
Other - Financing Fees		\$21,875	
Other - Professional Fees		\$3,500	
Total		\$541,175	
Construction Costs			
Structure			
Footer/Foundation		\$92,500	
Framing		\$636,500	
Electrical		\$301,500	
Plumbing		\$251,500	
Roofing		\$167,500	
HVAC		\$176,000	
Drywall/Insulation		\$230,500	
Paint/Stain		\$109,000	
Windows/Doors		\$134,000	
Floor Coverings		\$268,000	
Cabinets		\$166,000	

BARNES HOUSING TRUST FUND RENTAL BUDGET

Brick/Siding	\$251,500		
Sub-Total	\$2,784,500		
Other			
Site Work	\$543,000		
Appliances	\$67,000		
Decks/Porches	\$33,500		
Side Walks/Driveways	\$117,000		
Landscaping	\$65,000		
Utility Hookups	\$80,000		
Building Permits/Fees	\$60,000		
Demolition	\$0		
Cont. Overhead & Profit	\$350,000		
Sub-Total	\$1,315,500		
Construction Contingency	\$230,000		
Operating Reserves	\$55,000		
Profit (if organization has own construction crew)	\$0		
Sub-Total	\$285,000		
Total Construction Cost	\$4,926,175		
Total Housing Cost-55%	\$2,709,396		
Cost per Unit	\$54,188		
Developer's Fee (capped at 20%)	\$0		
Total Cost/Unit	\$54,188		



**GRANT CONTRACT
BETWEEN THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE
BY AND THROUGH
THE METROPOLITAN HOUSING TRUST FUND COMMISSION
AND
RENEWAL HOUSE**

This Grant Contract issued and entered into by and between the Metropolitan Government of Nashville and Davidson County, a municipal corporation of the State of Tennessee hereinafter referred to as "Metro", and Renewal House, hereinafter referred to as the "Recipient," is for the provision of the construction of affordable housing units as further defined in the "SCOPE OF PROGRAM." Recipient will be adding 34 affordable housing units located at 3600 Clarksville Pike (Parcel No. 06912006600). The recipient's annual report and audit are incorporated herein by reference. The Recipient is a nonprofit charitable or civic organization.

A. SCOPE OF PROGRAM:

- A.1. Each Property to which these grant funds are provided for shall be subject to a Declaration of Restrictive Covenants ("Declaration") imposing certain affordability requirements to encumber the Property and run with the land over a 20-year term. Terms defined in the Declaration shall have the same meanings when used in this Agreement.
- A.2. The Recipient shall use the funds under this grant in accordance with the affordable housing project submitted in the application and any of its amendments, which application is incorporated herein, and subject to the terms and conditions set forth herein.
- A.3. The Recipient, under this Grant Contract, will spend funds solely for the purposes set forth in their application or proposal for grant funding which is incorporated herein. These funds shall be expended consistent with the Grant Budget, included in Attachment A. Although some variation in line item amounts for the Grant is consistent with the Grant Budget, any change greater than 20% of a line item shall require the prior written approval of Metro. However, in no event will the total amount of the Grant funds provided to Recipient go above the awarded Grant amount of \$1,800,000.00.

Additional Conditions for Rental Properties:

- 1. The Grantee will provide Metro with a management plan for program oversight which includes annual certification of the rents, utility allowances and tenant incomes. The Grantee will also provide Metro an annual certification that Barnes rental requirements are being met throughout the compliance period.
- 2. The Grantee will allow Metro or a Metro-approved contractor to conduct on-site inspections of the grantee for compliance Barnes program requirements including, but not limited to, reviewing tenant income calculations, rent determinations and utility allowances.
- 3. Compliance restrictions on both tenant income and maximum rents shall apply for twenty (20) years from the date of issuance of the certificate of occupancy for the final building within the project. If a certificate of occupancy is not issued, the compliance period will begin on the date of recordation of the notice of completion for the project.

B. GRANT CONTRACT TERM:

- B.1. Grant Contract Term. The term of this Grant shall be from execution of the grant agreement until Project completion, but in no way greater than 24 months from the execution of the grant agreement. Metro shall have no obligation for services rendered by the Recipient which are not performed within this term. Pursuant to Metropolitan Code of Laws § 2.149.040 (G), in the event

the recipient fails to complete its obligations under this grant contract within twenty four months from execution, Metro is authorized to rescind the contract and to reclaim previously appropriated funds from the organization.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of Metro under this Grant Contract exceed One Million eight hundred thousand dollars (\$1,800,000.00). The Grant Budget, attached and incorporated herein as part of Attachment A, shall constitute the maximum amount to be provided to the Recipient by Metro for all of the Recipient's obligations hereunder. The Grant Budget line items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Recipient.

This amount shall constitute the Grant Amount and the entire compensation to be provided to the Recipient by Metro.

- C.2. Compensation Firm. The maximum liability of Metro is not subject to escalation for any reason. The Grant Budget amount is firm for the duration of the Grant Contract and is not subject to escalation for any reason unless the grant contract is amended.
- C.3. Payment Methodology. The Recipient shall be compensated for actual costs based upon the Grant Budget, not to exceed the maximum liability established in Section C.1. Upon execution of the Grant Contract and receipt of a request for payment, the Recipient may be eligible to receive reimbursement for milestones as completed based upon the Grant Budget.

a. **Grant Draws**

Before a draw can be made, there must be a physical inspection of the property by Metro or an approved designee. The inspection must confirm appropriate completion of the project.

1) **Construction Grant Draw Schedule (% based on grant amount)**

- 12.5% - upon receipt of the Building Permit (check property address and contractors name) and Builder's Risk Insurance sufficient to cover cost of construction (make sure Metro is listed as lien holder)
- 25% - footing framing and foundation completed (25% complete)
- 25% - roofing completed and the plumbing, electric and mechanical are roughed in and approved by local Codes (50% complete)
- 25% - cabinets, counters, drywall, trim and doors are installed (75% complete)

Balance of grant upon receipt of a Final Use & Occupancy from local Codes (100% complete).

All draw requests except for the first 12.5% draw must be inspected before funding.

The above is the preferred draw method. We will occasionally fund based on a true percentage of completion as noted in a Construction Inspection report, understanding that the initial 12.5% draw may overfund the grant, requiring later draws to be reduced.

2) **Construction Grant Draw Process**

- Draw request is received from the Recipient. It should be requested by the contractor and approved by the Recipient.
- Complete property inspection
- Metro or approved designee approves the request.
- Payments should be made to the Recipient.

All invoices shall be sent to:

Barnes Housing Trust Fund
Office of the Mayor
Metropolitan Courthouse
Nashville, TN 37201
(615) 862-6000, (615) 862-6040 fax

Said payment shall not exceed the maximum liability of this Grant Contract.

Final invoices for the contract period should be received by Metro Payment Services by 24 months from the execution of the grant agreement. Any invoice not received by the deadline date will not be processed and all remaining grant funds will expire.

- C.4. Close-out Expenditure and Narrative Report. The Recipient must submit a final grant Close-out Expenditure and Narrative Report, to be received by the Metropolitan Housing Trust Fund Commission / Barnes Housing Trust Fund within 45 days of the end of the Grant Contract. Said report shall be in form and substance acceptable to Metro and shall be prepared by a Certified Public Accounting Firm or the Chief Financial Officer of the Recipient Organization.
- C.5. Payment of Invoice. The payment of any invoice by Metro shall not prejudice Metro's right to object to the invoice or any matter in relation thereto. Such payment by Metro shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the costs included therein.
- C.6. Unallowable Costs. The Recipient's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by Metro, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.7. Deductions. Metro reserves the right to adjust any amounts which are or shall become due and payable to the Recipient by Metro under this or any Contract by deducting any amounts which are or shall become due and payable to Metro by the Recipient under this or any Contract.
- C.9. Electronic Payment. Metro requires as a condition of this contract that the Recipient shall complete and sign Metro's form authorizing electronic payments to the Recipient. Recipients who have not already submitted the form to Metro will have thirty (30) days to complete, sign, and return the form. Thereafter, all payments to the Recipient, under this or any other contract the Recipient has with Metro, must be made electronically.
- C. 10. Recipient agrees and understands that procurement of goods and services for the grant project must comply with state and local law and regulations, including the Metropolitan Procurement Code. Recipient will provide Metro with all plans and specifications needed for these procurement purposes. Recipient will promptly review, and either approve or disapprove, in good faith and with reasonable grounds all estimates, amendments to scope of work, and all work performed by a contractor prior to payment.
- C. 11. At the reasonable request of Metro, Recipient agrees to attend public meetings, neighborhood meetings, and other events regarding this Project.
- C. 12. Any signage, printed materials, or online publications erected at the applicable Project site or elsewhere regarding the Project shall include the following language or language acceptable by Metro acknowledging that the Project is partially funded with a grant from the Barnes Fund for Affordable Housing of the Metropolitan Government of Nashville and Davidson County:

This project funded in part by the Barnes Affordable Housing Trust Fund of the Metropolitan Government of Nashville & Davidson County.

Metropolitan Housing Trust Fund Commission

David Briley, Mayor

Metropolitan Council of Nashville and Davidson County

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. Metro is not bound by this Grant Contract until it is approved by the appropriate Metro representatives as indicated on the signature page of this Grant.
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment that has been approved in accordance with all Metro procedures and by appropriate legislation of the Metropolitan Council.
- D.3. Default and Termination for Cause. Any failure by Owner to perform any term or provision of this Grant Contract shall constitute a "Default" (1) if such failure is curable within 30 days and Recipient does not cure such failure within 30 days following written notice of default from Metro, or (2) if such failure is not of a nature which cannot reasonably be cured within such 30-day period and Recipient does not within such 30-day period commence substantial efforts to cure such failure or thereafter does not within a reasonable time prosecute to completion with diligence and continuity the curing of such failure. Should the Recipient Default under this Grant Contract or if the Recipient violates any terms of this Grant Contract, Metro shall have the right to immediately terminate the Grant Contract and the Recipient shall return to Metro any and all grant monies for services or projects under the grant not performed as of the termination date. The Recipient shall also return to Metro any and all funds expended for purposes contrary to the terms of the Grant. Such termination shall not relieve the Recipient of any liability to Metro for damages sustained by virtue of any breach by the Recipient.
- D.4. Subcontracting. The Recipient shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of Metro. Notwithstanding any use of approved subcontractors, the Recipient shall be considered the prime Recipient and shall be responsible for all work performed.
- D.5. Conflicts of Interest. The Recipient warrants that no part of the total Grant Amount shall be paid directly or indirectly to an employee or official of Metro as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Recipient in connection with any work contemplated or performed relative to this Grant Contract.

The Grantee also recognizes that no person identified as a Covered Person below may obtain a financial interest or benefit from a Metro Housing Trust Fund Competitive Grant assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those whom they have family or business ties, during their tenure or for one year thereafter.

Covered Persons include immediate family members of any employee or board member of the Grantee. Covered Persons are ineligible to receive benefits through the Metro Housing Trust Fund Competitive Grant program. Immediate family ties include (whether by blood, marriage or adoption) a spouse, parent (including stepparent), child (including a stepbrother or stepsister), sister, brother, grandparent, grandchild, and in-laws of a Covered Person.

- D.6. Nondiscrimination. The Recipient hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Recipient on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification which is in violation of applicable laws. The Recipient shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.7. Records. All documents relating in any manner whatsoever to the grant project, or any designated portion thereof, which are in the possession of Recipient, or any subcontractor of Recipient shall be made available to the Metropolitan Government for inspection and copying upon written request by the Metropolitan Government. Furthermore, said documents shall be made available, upon request by the Metropolitan Government, to any state, federal or other regulatory authority and any such authority may review, inspect and copy such records. Said records include, but are not limited to, all drawings, plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos or other writings or things which document the grant project, its design and its construction. Said records expressly include those documents reflecting the cost of construction, including all subcontracts and payroll records of Recipient.

Recipient shall maintain documentation for all funds provided under this grant contract. The books, records, and documents of Recipient, insofar as they relate to funds provided under this grant contract, shall be maintained for a period of three (3) full years from the date of the final payment. The books, records, and documents of Recipient, insofar as they relate to funds provided under this grant contract, shall be subject to audit at any reasonable time and upon reasonable notice by Metro or its duly appointed representatives. Records shall be maintained in accordance with the standards outlined in the Metro Grants Manual. The financial statements shall be prepared in accordance with generally accepted accounting principles.

- D.8. Monitoring. The Recipient's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by Metro or Metro's duly appointed representatives. The Recipient shall make all audit, accounting, or financial records, notes, and other documents pertinent to this grant available for review by the Metropolitan Office of Financial Accountability, Internal Audit or Metro's representatives, upon request, during normal working hours.
- D.9. Reporting. The Recipient must submit an Interim Program Report, to be received by the Metropolitan Housing Trust Commission / Barnes Housing Trust Fund, by no later than July 1, 2020 and a Final Program Report, to be received by the Metropolitan Housing Trust Fund Commission within 45 [forty-five] days of the end of the Grant Contract. Said reports shall detail the outcome of the activities funded under this Grant Contract.
- D.10. Strict Performance. Failure by Metro to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment by the appropriate parties as indicated on the signature page of this Grant.
- D.11. Insurance. The Recipient shall maintain adequate public liability and other appropriate forms of insurance, including other appropriate forms of insurance on the Recipient's employees, and to pay all applicable taxes incident to this Grant Contract.
- D.12. Metro Liability. Metro shall have no liability except as specifically provided in this Grant Contract.
- D. 13. Independent Contractor. Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the Recipient and Metro or to create the relationship of

principal and agent between or among the Recipient and Metro. The Recipient shall not hold itself out in a manner contrary to the terms of this paragraph. Metro shall not become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.

D. 14. Indemnification and Hold Harmless.

(a) Recipient shall indemnify, defend, and hold harmless Metro, its officers, agents and employees from any claims, damages, penalties, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Recipient, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract, and any claims, damages, penalties, costs and attorney fees arising from any failure of Recipient, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

(b) Metro will not indemnify, defend or hold harmless in any fashion the Recipient from any claims, regardless of any language in any attachment or other document that the Recipient may provide.

(c) Recipient shall pay Metro any expenses incurred as a result of Recipient's failure to fulfill any obligation in a professional and timely manner under this Contract.

(d) Grantee's duties under this section shall survive the termination or expiration of the grant.

D. 15. Force Majeure. The obligations of the parties to this Grant Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.

D. 16. State, Local and Federal Compliance. The Recipient agrees to comply with all applicable federal, state and local laws and regulations in the performance of this Grant Contract.

D. 17. Governing Law and Venue. The validity, construction and effect of this Grant Contract and any and all extensions and/or modifications thereof shall be governed by and construed in accordance with the laws of the State of Tennessee. The venue for legal action concerning this Grant Contract shall be in the courts of Davidson County, Tennessee.

D. 18. Attorney Fees. Recipient agrees that, in the event either party deems it necessary to take legal action to enforce any provision of the Grant Contract, and in the event Metro prevails, Recipient shall pay all expenses of such action including Metro's attorney fees and costs at all stages of the litigation.

D. 19. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

D. 20. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

D. 21. Licensure. The Recipient and its employees and all sub-grantees shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses. Recipient will obtain all permits, licenses, and permissions necessary for the grant project.

D. 22. Waiver. No waiver of any provision of this contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.

- D. 23. Inspection. The Grantee agrees to permit inspection of the project and/or services provided for herein, without any charge, by members of the Grantor and its representatives.
- D. 24. Assignment—Consent Required. The provisions of this contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Recipient under this contract, neither this contract nor any of the rights and obligations of Recipient hereunder shall be assigned or transferred in whole or in part without the prior written consent of Metro. Any such assignment or transfer shall not release Recipient from its obligations hereunder. Notice of assignment of any rights to money due to Recipient under this Contract must be sent to the attention of the Metro Department of Finance.
- D.25. Gratuities and Kickbacks. It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparations of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from participation in Metropolitan Government contracts.
- D.26. Communications and Contacts. All instructions, notices, consents, demands, or other communications from the Recipient required or contemplated by this Grant Contract shall be in writing and shall be made by facsimile transmission, email, or by first class mail, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

Metro:

For contract-related matters and enquiries regarding invoices:

Metropolitan Housing Trust Fund Commission / Barnes Housing Trust Fund
Office of the Mayor
Metropolitan Courthouse
Nashville, TN 37201
(615) 862-6000, (615) 862-6040 fax
Hannah.Davis@Nashville.Gov

Recipient:

Pamela Sessions
CEO
Renewal House
3410 Clarksville Pike
Nashville, TN 37218

- D.27. Lobbying. The Recipient certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal

contract, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Recipient shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all subcontractors of federally appropriated funds shall certify and disclose accordingly.

D. 28 Effective Date. This contract shall not be binding upon the parties until it has been signed first by the Recipient and then by the authorized representatives of the Metropolitan Government and has been filed in the office of the Metropolitan Clerk. When it has been so signed and filed, this contract shall be effective as of the date first written above.

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THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON
COUNTY:

APPROVED AS TO PROGRAM SCOPE:

Melchior
Chair, Metropolitan Housing Trust Fund
Commission

APPROVED AS TO AVAILABILITY OF
FUNDS:

Homes
Director of Finance

APPROVED AS TO FORM AND
LEGALITY

Nancy
Metropolitan Attorney

APPROVED AS TO RISK AND
INSURANCE:

TBN
Director of Insurance

Metropolitan Clerk

RECIPIENT:

RENEWAL HOUSE

By: *Pamela Sessions*

Title: CEO

Sworn to and subscribed to before me a
Notary Public, this 2 day
of July, 2019.

Notary Public

Sally E. Palmer
My Commission expires 11/08/2022



BARNES HOUSING TRUST FUND RENTAL BUDGET

Unit Address	3600 Clarksville Pike, Nashville, TN 37218		
Development Type	Multi-family		
Accessible Bus Line Routes	WeGo Bus Route #22, Bordeaux		
Number of Studios	0		
Number of 1 Bedrooms	26		
Number of 2+ Bedrooms	8		
Square Feet	35,547		
Number of Stories	3		
Acquisition Costs			
	Renewal House owns the undeveloped land where the project will be constructed		
Vacant Land			
Land with Structure			
Title & Recording			
Legal			
Total	0.00		
Predevelopment Costs			
Appraisal	4,000.00		
Survey	8,000.00		
Relocation (if applicable)	0.00		
Insurance	40,000.00		
Architect	(See "Other" predevelopment costs)		
Engineering	(See "Other" predevelopment costs)		
Planning/Zoning	0.00		
Other			
Architect and Engineering	457,000.00		
Architect plans	26,500.00		
Utilities, taxes, fees	110,000.00		
Consultants	111,500.00		
Legal	40,000.00		
Soil testing	14,000.00		
Total	811,000.00		
Construction Costs			
Structure			
Footer/Foundation	348,920.31		
Framing	1,299,116.63		
Electrical	460,382.04		
Plumbing & Fire Sprinkler	578,588.23		
Roofing	126,538.30		
HVAC	485,372.56		
Drywall/Insulation	223,969.24		
Paint/Stain	111,984.62		
Windows/Doors	438,795.22		

BARNES HOUSING TRUST FUND RENTAL BUDGET

Floor Coverings	111,984.62		
Cabinets	196,567.80		
Brick/Siding	453,592.06		
Sub-Total	4,835,811.63		
Other			
Site Work	648,264.57		
Appliances	46,227.17		
OTHER MISC Decks/Porches	575,834.56		
Side Walks/Driveways	175,353.24		
Landscaping	36,753.86		
Utility Hookups	149,955.76		
Building Permits/Fees	23,441.05		
Demolition	0.00		
Fees	388,159.16		
Apartment and office furniture, delivery and set-up	305,199.00		
Sub-Total	2,349,188.37		
Construction Contingency	0.00		
Profit (if organization has own construction crew)	0.00		
Sub-Total	0.00		
Total Construction Cost	7,185,000.00		
Cost per Unit	211,323.53		
Developer's Fee (capped at 20%)	0.00		
Total Cost/Unit	7,996,000.00		
	/235,176.47 per unit		

**GRANT CONTRACT
BETWEEN THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE
BY AND THROUGH
THE METROPOLITAN HOUSING TRUST FUND COMMISSION
AND
WOODBINE COMMUNITY ORGANIZATION (WCO), INC.**



This Grant Contract issued and entered into by and between the Metropolitan Government of Nashville and Davidson County, a municipal corporation of the State of Tennessee hereinafter referred to as "Metro", and Woodbine Community Organization (WCO), Inc., hereinafter referred to as the "Recipient," is for the provision of the construction of affordable housing units as further defined in the "SCOPE OF PROGRAM." Woodbine Community Organization (WCO), Inc. will be adding 71 affordable housing units located at Parcel ID 10601016800. The recipient's annual report and audit are incorporated herein by reference. The Recipient is a nonprofit charitable or civic organization.

A. SCOPE OF PROGRAM:

- A.1. Each Property to which these grant funds are provided for shall be subject to a Declaration of Restrictive Covenants ("Declaration") imposing certain affordability requirements to encumber the Property and run with the land over a 20-year term. Terms defined in the Declaration shall have the same meanings when used in this Agreement.
- A.2. The Recipient shall use the funds under this grant in accordance with the affordable housing project submitted in the application and any of its amendments, which application is incorporated herein, and subject to the terms and conditions set forth herein.
- A.3. The Recipient, under this Grant Contract, will spend funds solely for the purposes set forth in their application or proposal for grant funding which is incorporated herein. These funds shall be expended consistent with the Grant Budget, included in Attachment A. Although some variation in line item amounts for the Grant is consistent with the Grant Budget, any change greater than 20% of a line item shall require the prior written approval of Metro. However, in no event will the total amount of the Grant funds provided to Recipient go above the awarded Grant amount of \$2,000,000.00.

Additional Conditions for Rental Properties:

- 1. The Grantee will provide Metro with a management plan for program oversight which includes certification of the rents, utility allowances and tenant incomes. The Grantee will also provide Metro an annual certification that Barnes rental requirements are being met throughout the compliance period.
- 2. The Grantee will allow Metro or a Metro-approved contractor to conduct on-site inspections of the grantee for compliance Barnes program requirements including, but not limited to, reviewing tenant income calculations, rent determinations and utility allowances.
- 3. Compliance restrictions on both tenant income and maximum rents shall apply for twenty (20) years from the date of issuance of the certificate of occupancy for the final building within the project. If a certificate of occupancy is not issued, the compliance period will begin on the date of recordation of the notice of completion for the project.

B. GRANT CONTRACT TERM:

- B.1. Grant Contract Term. The term of this Grant shall be from execution of the grant agreement until Project completion, but in no way greater than 24 months from the execution of the grant agreement. Metro shall have no obligation for services rendered by the Recipient which are not performed within this term. Pursuant to Metropolitan Code of Laws § 2.149.040 (G), in the event

the recipient fails to complete its obligations under this grant contract within twenty four months from execution, Metro is authorized to rescind the contract and to reclaim previously appropriated funds from the organization.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of Metro under this Grant Contract exceed Two Million Dollars (\$2,000,000.00). The Grant Budget, attached and incorporated herein as part of Attachment A, shall constitute the maximum amount to be provided to the Recipient by Metro for all of the Recipient's obligations hereunder. The Grant Budget line items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Recipient.

This amount shall constitute the Grant Amount and the entire compensation to be provided to the Recipient by Metro.

- C.2. Compensation Firm. The maximum liability of Metro is not subject to escalation for any reason. The Grant Budget amount is firm for the duration of the Grant Contract and is not subject to escalation for any reason unless the grant contract is amended.

- C.3. Payment Methodology. The Recipient shall be compensated for actual costs based upon the Grant Budget, not to exceed the maximum liability established in Section C.1. Upon execution of the Grant Contract and receipt of a request for payment, the Recipient may be eligible to receive reimbursement for milestones as completed based upon the Grant Budget.

a. **Grant Draws**

Before a draw can be made, there must be a physical inspection of the property by Metro or an approved designee. The inspection must confirm appropriate completion of the project.

1) **Construction Grant Draw Schedule (% based on grant amount)**

- 12.5% - upon receipt of the Building Permit (check property address and contractors name) and Builder's Risk Insurance sufficient to cover cost of construction and confirmation of acquisition (make sure Metro is listed as lien holder)
- 25% - footing framing and foundation completed (25% complete)
- 25% - roofing completed and the plumbing, electric and mechanical are roughed in and approved by local Codes (50% complete)
- 25% - cabinets, counters, drywall, trim and doors are installed (75% complete)

Balance of grant upon receipt of a Final Use & Occupancy from local Codes (100% complete).

All draw requests except for the first 12.5% draw must be inspected before funding.

The above is the preferred draw method. We will occasionally fund based on a true percentage of completion as noted in a Construction Inspection report or if the application requested funds for land acquisition, understanding that the initial 12.5% or acquisition draw may overfund the grant, requiring later draws to be reduced.

2) **Construction Grant Draw Process**

- Draw request is received from the Recipient. It should be requested by the contractor and approved by the Recipient.
- Complete property inspection

- Metro or approved designee approves the request.
- Payments should be made to the Recipient.

All invoices shall be sent to:

Barnes Housing Trust Fund
 Office of the Mayor
 Metropolitan Courthouse
 Nashville, TN 37201
 (615) 862-6000, (615) 862-6040 fax

Said payment shall not exceed the maximum liability of this Grant Contract.

Final invoices for the contract period should be received by Metro Payment Services by 24 months from the execution of the grant agreement. Any invoice not received by the deadline date will not be processed and all remaining grant funds will expire.

- C.4. Close-out Expenditure and Narrative Report. The Recipient must submit a final grant Close-out Expenditure and Narrative Report, to be received by the Metropolitan Housing Trust Fund Commission / Barnes Housing Trust Fund within 45 days of the end of the Grant Contract. Said report shall be in form and substance acceptable to Metro and shall be prepared by a Certified Public Accounting Firm or the Chief Financial Officer of the Recipient Organization.
- C.5. Payment of Invoice. The payment of any invoice by Metro shall not prejudice Metro's right to object to the invoice or any matter in relation thereto. Such payment by Metro shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the costs included therein.
- C.6. Unallowable Costs. The Recipient's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by Metro, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.7. Deductions. Metro reserves the right to adjust any amounts which are or shall become due and payable to the Recipient by Metro under this or any Contract by deducting any amounts which are or shall become due and payable to Metro by the Recipient under this or any Contract.
- C.9. Electronic Payment. Metro requires as a condition of this contract that the Recipient shall complete and sign Metro's form authorizing electronic payments to the Recipient. Recipients who have not already submitted the form to Metro will have thirty (30) days to complete, sign, and return the form. Thereafter, all payments to the Recipient, under this or any other contract the Recipient has with Metro, must be made electronically.
- C. 10. Recipient agrees and understands that procurement of goods and services for the grant project must comply with state and local law and regulations, including the Metropolitan Procurement Code. Recipient will provide Metro with all plans and specifications needed for these procurement purposes. Recipient will promptly review, and either approve or disapprove, in good faith and with reasonable grounds all estimates, amendments to scope of work, and all work performed by a contractor prior to payment.
- C. 11. At the reasonable request of Metro, Recipient agrees to attend public meetings, neighborhood meetings, and other events regarding this Project.
- C. 12. Any signage, printed materials, or online publications erected at the applicable Project site or elsewhere regarding the Project shall include the following language or language acceptable by Metro acknowledging that the Project is partially funded with a grant from the Barnes Fund for Affordable Housing of the Metropolitan Government of Nashville and Davidson County:

This project funded in part by the Barnes Affordable Housing Trust Fund of the Metropolitan Government of Nashville & Davidson County.

Metropolitan Housing Trust Fund Commission

David Briley, Mayor

Metropolitan Council of Nashville and Davidson County

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. Metro is not bound by this Grant Contract until it is approved by the appropriate Metro representatives as indicated on the signature page of this Grant.
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment that has been approved in accordance with all Metro procedures and by appropriate legislation of the Metropolitan Council.
- D.3. Default and Termination for Cause. Any failure by Owner to perform any term or provision of this Grant Contract shall constitute a "Default" (1) if such failure is curable within 30 days and Recipient does not cure such failure within 30 days following written notice of default from Metro, or (2) if such failure is not of a nature which cannot reasonably be cured within such 30-day period and Recipient does not within such 30-day period commence substantial efforts to cure such failure or thereafter does not within a reasonable time prosecute to completion with diligence and continuity the curing of such failure. Should the Recipient Default under this Grant Contract or if the Recipient violates any terms of this Grant Contract, Metro shall have the right to immediately terminate the Grant Contract and the Recipient shall return to Metro any and all grant monies for services or projects under the grant not performed as of the termination date. The Recipient shall also return to Metro any and all funds expended for purposes contrary to the terms of the Grant. Such termination shall not relieve the Recipient of any liability to Metro for damages sustained by virtue of any breach by the Recipient.
- D.4. Subcontracting. The Recipient shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of Metro. Notwithstanding any use of approved subcontractors, the Recipient shall be considered the prime Recipient and shall be responsible for all work performed.
- D.5. Conflicts of Interest. The Recipient warrants that no part of the total Grant Amount shall be paid directly or indirectly to an employee or official of Metro as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Recipient in connection with any work contemplated or performed relative to this Grant Contract.

The Grantee also recognizes that no person identified as a Covered Person below may obtain a financial interest or benefit from a Metro Housing Trust Fund Competitive Grant assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those whom they have family or business ties, during their tenure or for one year thereafter.

Covered Persons include immediate family members of any employee or board member of the Grantee. Covered Persons are ineligible to receive benefits through the Metro Housing Trust Fund Competitive Grant program. Immediate family ties include (whether by blood, marriage or adoption) a spouse, parent (including stepparent), child (including a stepbrother or stepsister), sister, brother, grandparent, grandchild, and in-laws of a Covered Person.

- D.6. Nondiscrimination. The Recipient hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Recipient on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification which is in violation of applicable laws. The Recipient shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.7. Records. All documents relating in any manner whatsoever to the grant project, or any designated portion thereof, which are in the possession of Recipient, or any subcontractor of Recipient shall be made available to the Metropolitan Government for inspection and copying upon written request by the Metropolitan Government. Furthermore, said documents shall be made available, upon request by the Metropolitan Government, to any state, federal or other regulatory authority and any such authority may review, inspect and copy such records. Said records include, but are not limited to, all drawings, plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos or other writings or things which document the grant project, its design and its construction. Said records expressly include those documents reflecting the cost of construction, including all subcontracts and payroll records of Recipient.

Recipient shall maintain documentation for all funds provided under this grant contract. The books, records, and documents of Recipient, insofar as they relate to funds provided under this grant contract, shall be maintained for a period of three (3) full years from the date of the final payment. The books, records, and documents of Recipient, insofar as they relate to funds provided under this grant contract, shall be subject to audit at any reasonable time and upon reasonable notice by Metro or its duly appointed representatives. Records shall be maintained in accordance with the standards outlined in the Metro Grants Manual. The financial statements shall be prepared in accordance with generally accepted accounting principles.

- D.8. Monitoring. The Recipient's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by Metro or Metro's duly appointed representatives. The Recipient shall make all audit, accounting, or financial records, notes, and other documents pertinent to this grant available for review by the Metropolitan Office of Financial Accountability, Internal Audit or Metro's representatives, upon request, during normal working hours.
- D.9. Reporting. The Recipient must submit an Interim Program Report, to be received by the Metropolitan Housing Trust Commission / Barnes Housing Trust Fund, by no later than July 1, 2020 and a Final Program Report, to be received by the Metropolitan Housing Trust Fund Commission within 45 [forty-five] days of the end of the Grant Contract. Said reports shall detail the outcome of the activities funded under this Grant Contract.
- D.10. Strict Performance. Failure by Metro to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment by the appropriate parties as indicated on the signature page of this Grant.
- D.11. Insurance. The Recipient shall maintain adequate public liability and other appropriate forms of insurance, including other appropriate forms of insurance on the Recipient's employees, and to pay all applicable taxes incident to this Grant Contract.
- D.12. Metro Liability. Metro shall have no liability except as specifically provided in this Grant Contract.
- D. 13. Independent Contractor. Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the Recipient and Metro or to create the relationship of

principal and agent between or among the Recipient and Metro. The Recipient shall not hold itself out in a manner contrary to the terms of this paragraph. Metro shall not become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.

D. 14. Indemnification and Hold Harmless.

(a) Recipient shall indemnify, defend, and hold harmless Metro, its officers, agents and employees from any claims, damages, penalties, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Recipient, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract, and any claims, damages, penalties, costs and attorney fees arising from any failure of Recipient, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

(b) Metro will not indemnify, defend or hold harmless in any fashion the Recipient from any claims, regardless of any language in any attachment or other document that the Recipient may provide.

(c) Recipient shall pay Metro any expenses incurred as a result of Recipient's failure to fulfill any obligation in a professional and timely manner under this Contract.

(d) Grantee's duties under this section shall survive the termination or expiration of the grant.

D. 15. Force Majeure. The obligations of the parties to this Grant Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.

D. 16. State, Local and Federal Compliance. The Recipient agrees to comply with all applicable federal, state and local laws and regulations in the performance of this Grant Contract.

D. 17. Governing Law and Venue. The validity, construction and effect of this Grant Contract and any and all extensions and/or modifications thereof shall be governed by and construed in accordance with the laws of the State of Tennessee. The venue for legal action concerning this Grant Contract shall be in the courts of Davidson County, Tennessee.

D. 18. Attorney Fees. Recipient agrees that, in the event either party deems it necessary to take legal action to enforce any provision of the Grant Contract, and in the event Metro prevails, Recipient shall pay all expenses of such action including Metro's attorney fees and costs at all stages of the litigation.

D. 19. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

D. 20. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

D. 21. Licensure. The Recipient and its employees and all sub-grantees shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses. Recipient will obtain all permits, licenses, and permissions necessary for the grant project.

D. 22. Waiver. No waiver of any provision of this contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.

- D. 23. Inspection. The Grantee agrees to permit inspection of the project and/or services provided for herein, without any charge, by members of the Grantor and its representatives.
- D. 24. Assignment—Consent Required. The provisions of this contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Recipient under this contract, neither this contract nor any of the rights and obligations of Recipient hereunder shall be assigned or transferred in whole or in part without the prior written consent of Metro. Any such assignment or transfer shall not release Recipient from its obligations hereunder. Notice of assignment of any rights to money due to Recipient under this Contract must be sent to the attention of the Metro Department of Finance.
- D.25. Gratuities and Kickbacks. It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparations of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from participation in Metropolitan Government contracts.
- D.26. Communications and Contacts. All instructions, notices, consents, demands, or other communications from the Recipient required or contemplated by this Grant Contract shall be in writing and shall be made by facsimile transmission, email, or by first class mail, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

Metro:

For contract-related matters and enquiries regarding invoices:

Metropolitan Housing Trust Fund Commission / Barnes Housing Trust Fund
Office of the Mayor
Metropolitan Courthouse
Nashville, TN 37201
(615) 862-6000, (615) 862-6040 fax
Hannah.Davis@Nashville.Gov

Recipient:

Tony Woodham
Executive Director
Woodbine Community Organization (WCO), Inc.
643 Spence Ln
Nashville, TN 37217

- D.27. Lobbying. The Recipient certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal

contract, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Recipient shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all subcontractors of federally appropriated funds shall certify and disclose accordingly.

D. 28 Effective Date. This contract shall not be binding upon the parties until it has been signed first by the Recipient and then by the authorized representatives of the Metropolitan Government and has been filed in the office of the Metropolitan Clerk. When it has been so signed and filed, this contract shall be effective as of the date first written above.

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THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON
COUNTY:

RECIPIENT:

WOODBINE COMMUNITY
ORGANIZATION (WCO), INC.

APPROVED AS TO PROGRAM SCOPE:

By: J Wood

Title: Executive Director

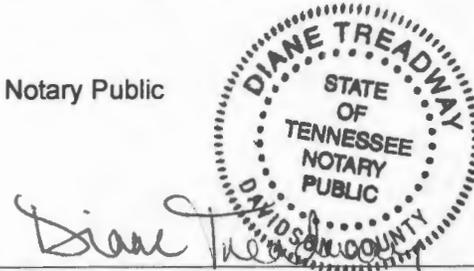
M. H. ...
Chair, Metropolitan Housing Trust Fund
Commission

Sworn to and subscribed to before me a
Notary Public, this 24 day
of June, 2019.

APPROVED AS TO AVAILABILITY OF
FUNDS:

Notary Public

H. ...
Director of Finance



My Commission expires 7-9-22

APPROVED AS TO FORM AND
LEGALITY

Mary ...
Metropolitan Attorney

APPROVED AS TO RISK AND
INSURANCE:

B. ...
Director of Insurance

Metropolitan Clerk

Property Name	821 Elm Hill Pike	Loan Amount	\$5,000,000	Type	Units	Mo. Rent	SQFT
Number of Units	71	Interest Rate	2.50%	Studio	0	\$0	0
Total Development Costs	\$7,036,902	Amortization	360 months	1bd/1ba	71	\$775	499
				<u>2bd/1ba</u>	<u>0</u>	<u>\$0</u>	<u>0</u>
Going-in Cap Rate	0.0%	Monthly Payment	\$19,756				
				Total	71	\$55,025	

		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Income	<i>Inflation</i>	0.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%
Rent		\$660,300	\$673,506	\$686,976	\$700,716	\$714,730	\$729,025	\$743,605	\$758,477	\$773,647	\$789,120
Other Income		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Recoveries		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Potential Gross Income		\$660,300	\$673,506	\$686,976	\$700,716	\$714,730	\$729,025	\$743,605	\$758,477	\$773,647	\$789,120
Vacancy	<i>Vacancy</i>	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%
Vacancy		\$33,015	\$33,675	\$34,349	\$35,036	\$35,736	\$36,451	\$37,180	\$37,924	\$38,682	\$39,456
Effective Gross Income		\$627,285	\$639,831	\$652,627	\$665,680	\$678,993	\$692,573	\$706,425	\$720,553	\$734,964	\$749,664
Expenses	<i>Inflation</i>	0.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%
Utilities		\$86,400	\$88,128	\$89,891	\$91,688	\$93,522	\$95,393	\$97,300	\$99,246	\$101,231	\$103,256
Payroll/Payroll Taxes		\$57,500	\$58,650	\$59,823	\$61,019	\$62,240	\$63,485	\$64,754	\$66,049	\$67,370	\$68,718
Repairs/Maintenance/Exterminating		\$55,500	\$56,610	\$57,742	\$58,897	\$60,075	\$61,276	\$62,502	\$63,752	\$65,027	\$66,328
Admin/Legal/Supplies/Advert		\$36,423	\$37,151	\$37,894	\$38,652	\$39,425	\$40,214	\$41,018	\$41,839	\$42,675	\$43,529
Insurance		\$18,185	\$18,549	\$18,920	\$19,298	\$19,684	\$20,078	\$20,479	\$20,889	\$21,307	\$21,733
Prop. Taxes	\$1,126.76	\$80,000	\$81,600	\$83,232	\$84,897	\$86,595	\$88,326	\$90,093	\$91,895	\$93,733	\$95,607
Operating Expenses	\$4,704.34	\$334,008	\$340,688	\$347,502	\$354,452	\$361,541	\$368,772	\$376,147	\$383,670	\$391,344	\$399,170
Net Operating Income		\$293,277	\$299,143	\$305,125	\$311,228	\$317,452	\$323,802	\$330,278	\$336,883	\$343,621	\$350,493
Operating Reserve		\$21,300	\$21,726	\$22,161	\$22,604	\$23,056	\$23,517	\$23,987	\$24,467	\$24,956	\$25,455
Cash Flow from Operations		\$271,977	\$277,417	\$282,965	\$288,624	\$294,397	\$300,285	\$306,290	\$312,416	\$318,664	\$325,038
Debt Service		\$237,072.54	\$237,073	\$237,073	\$237,073	\$237,073	\$237,073	\$237,073	\$237,073	\$237,073	\$237,073
Before Tax Cash Flow		\$34,904	\$40,344	\$45,892	\$51,552	\$57,324	\$63,212	\$69,218	\$75,344	\$81,592	\$87,965
Risk		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Loan Balance		(\$4,886,634)	(\$4,770,402)	(\$4,651,230)	(\$4,529,044)	(\$4,403,769)	(\$4,275,326)	(\$4,143,634)	(\$4,008,612)	(\$3,870,176)	(\$3,728,239)
DSCR		1.24X	1.26X	1.29X	1.31X	1.34X	1.37X	1.39X	1.42X	1.45X	1.48X
Debt Yield		6.00%	6.27%	6.56%	6.87%	7.21%	7.57%	7.97%	8.40%	8.88%	9.40%

Property Name	821 Elm Hill Pike	Loan Amount	\$4,600,000	Type	Units	Mo. Rent	SQFT
Number of Units	71	Interest Rate	2.50%	Studio	0	\$0	0
Total Development Costs	\$7,036,902	Amortization	360 months	1bd/1ba	71	\$750	499
				<u>2bd/1ba</u>	<u>0</u>	<u>\$0</u>	<u>0</u>
Going-in Cap Rate	0.0%	Monthly Payment	\$18,176				

	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
Income	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%
Rent	\$804,902	\$821,000	\$837,420	\$854,168	\$871,252	\$888,677	\$906,450	\$924,579	\$943,071	\$961,932
Other Income	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Recoveries	<u>\$0</u>									
Potential Gross Income	\$804,902	\$821,000	\$837,420	\$854,168	\$871,252	\$888,677	\$906,450	\$924,579	\$943,071	\$961,932
	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%
Vacancy	<u>\$40,245</u>	<u>\$41,050</u>	<u>\$41,871</u>	<u>\$42,708</u>	<u>\$43,563</u>	<u>\$44,434</u>	<u>\$45,323</u>	<u>\$46,229</u>	<u>\$47,154</u>	<u>\$48,097</u>
Effective Gross Income	\$764,657	\$779,950	\$795,549	\$811,460	\$827,689	\$844,243	\$861,128	\$878,350	\$895,917	\$913,836
Expenses	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%
Utilities	\$105,321	\$107,428	\$109,576	\$111,768	\$114,003	\$116,283	\$118,609	\$120,981	\$123,400	\$125,868
Payroll/Payroll Taxes	\$70,092	\$71,494	\$72,924	\$74,382	\$75,870	\$77,387	\$78,935	\$80,514	\$82,124	\$83,767
Repairs/Maintenance/Ex	\$67,654	\$69,007	\$70,387	\$71,795	\$73,231	\$74,696	\$76,190	\$77,713	\$79,268	\$80,853
Admin/Legal/Supplies/Ac	\$44,399	\$45,287	\$46,193	\$47,117	\$48,059	\$49,021	\$50,001	\$51,001	\$52,021	\$53,061
Insurance	\$22,167	\$22,611	\$23,063	\$23,524	\$23,995	\$24,475	\$24,964	\$25,463	\$25,973	\$26,492
Prop. Taxes	<u>\$97,520</u>	<u>\$99,470</u>	<u>\$101,459</u>	<u>\$103,489</u>	<u>\$105,558</u>	<u>\$107,669</u>	<u>\$109,823</u>	<u>\$112,019</u>	<u>\$114,260</u>	<u>\$116,545</u>
Operating Expenses	\$407,154	\$415,297	\$423,603	\$432,075	\$440,716	\$449,531	\$458,521	\$467,692	\$477,046	\$486,587
Net Operating Income	\$357,503	\$364,653	\$371,946	\$379,385	\$386,973	\$394,712	\$402,606	\$410,659	\$418,872	\$427,249
Operating Reserve	<u>\$25,965</u>	<u>\$26,484</u>	<u>\$27,014</u>	<u>\$27,554</u>	<u>\$28,105</u>	<u>\$28,667</u>	<u>\$29,240</u>	<u>\$29,825</u>	<u>\$30,422</u>	<u>\$31,030</u>
Cash Flow from Operations	\$331,538	\$338,169	\$344,933	\$351,831	\$358,868	\$366,045	\$373,366	\$380,833	\$388,450	\$396,219
Debt Service	\$237,073	\$237,073	\$237,073	\$237,073	\$237,073	\$237,073	\$237,073	\$237,073	\$237,073	\$237,073
Before Tax Cash Flow	\$92,986	\$99,587	\$106,320	\$113,188	\$120,193	\$127,339	\$134,627	\$142,061	\$149,644	\$157,378
	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
	(\$3,582,712)	(\$3,433,506)	(\$3,280,526)	(\$3,123,677)	(\$2,962,862)	(\$2,797,980)	(\$2,628,929)	(\$2,455,603)	(\$2,277,893)	(\$2,095,690)
	1.50X	1.53X	1.56X	1.59X	1.63X	1.66X	1.69X	1.73X	1.76X	1.79X
	9.94%	10.58%	11.29%	12.10%	13.01%	14.05%	15.25%	16.65%	18.31%	20.30%

BARNES HOUSING TRUST FUND RENTAL BUDGET

Unit Address	821 Elm Hill Pike, Nashville, TN 37210				
Development Type	MultiFamily				
Accessible Bus Line Routes	Murfreesboro Pike				
Number of Studios	0				
Number of 1 Bedrooms	71				
Number of 2+ Bedrooms	0				
Square Feet	41250				
Number of Stories	3				
	TOTAL	BARNES FUND	PINNACLE CITC	WCO GRANT	HUD FEDERAL SUPPORT
Acquisition Costs					
Vacant Land	1,400,000.00	1,400,000.00			
Sub-Total	1,400,000.00	1,400,000.00			
	TOTAL	BARNES FUND	PINNACLE CITC	WCO GRANT	HUD FEDERAL SUPPORT
Predevelopment Costs					
Appraisal	10,000.00		10,000.00		
Survey	10,000.00		10,000.00		
Insurance	92,181.00		92,181.00		
Architect	80,000.00		45,000.00	35,000.00	
Engineering	40,000.00		40,000.00		
Sub-Total	232,181.00		197,181.00		
	TOTAL	BARNES FUND	PINNACLE CITC	WCO GRANT	HUD FEDERAL SUPPORT
Hard Construction Costs	5,222,819.00	420,000.00	4,802,819.00		
Sub-Total	5,222,819.00	420,000.00	4,802,819.00		
	TOTAL	BARNES FUND	PINNACLE CITC	WCO GRANT	HUD FEDERAL SUPPORT
Lease-up Expense	1,902.00				1,902.00
Construction Contingency	WCO Reserve				
Sub-Total	1,902.00				1,902.00
	TOTAL	BARNES FUND	PINNACLE CITC	WCO GRANT	HUD FEDERAL SUPPORT
Dev Fee (capped at 20%)	180,000.00	180,000.00			
TOTAL PROJECT COST	7,036,902.00	2,000,000.00	5,000,000.00	35,000.00	1,902.00
Total Cost/Unit	\$99,111.30				