

RESOLUTION NO. RS2020- 239

A resolution declaring surplus and authorizing the conveyance of real property to certain nonprofit organizations, and authorizing grants not exceeding \$5,000,000.00 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. 2020M-003PR-001)

WHEREAS, the Metropolitan Government owns certain parcels of property identified as Exhibits A through I (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 September 6, 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 nine parcels as shown on the attached Exhibits A through I; 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 following nonprofit organizations: Woodbine Community Organization, Inc., Be A Helping Hand Foundation, Habitat for Humanity, Westminster Home Connection, Affordable Housing Resources, Inc., Our Place Nashville, and Living Development Concepts, 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 I attached hereto and incorporated herein, to be surplus.

<b>Parcel ID</b>	<b>Address - Location</b>	<b>Council District</b>	<b>Exhibit</b>
08110021100	1750 24 <sup>th</sup> Avenue N.	21	A
08115029600	1617 Underwood Street	21	B
07116005400	709 Douglas Avenue	5	C
08115027200	1507B 14 <sup>th</sup> Avenue N.	21	D
10504001900	17 Perkins Street	17	E
09205018100	0 Batavia Street	21	F
08102003700	2337 23 <sup>rd</sup> Avenue N.	2	G
08111057700	1534B 14 <sup>th</sup> Avenue	2	H
09401015800	900 S. 12 <sup>th</sup> Street	6	I

Section 2. The Metropolitan Government is hereby authorized to convey the properties identified as Exhibits A through I 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 Exhibit J and incorporated herein. Such grant contract 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 \$5,000,000.00 from the Barnes Fund for Affordable Housing to fund grants to seven nonprofit organizations as follows:

<b>Nonprofit</b>	<b>Amount</b>	<b>Exhibit</b>
Affordable Housing Resources, Inc.	\$108,000.00	J
Woodbine Community Organization, Inc.	\$1,195,000.00	K
Habitat for Humanity	\$1,270,500.00	L
Be A Helping Hand Foundation	\$143,345.00	M
Westminster Home Connection	\$50,00.00	N
Our Place Nashville	\$2,000,000.00	O
Living Development Concepts, Inc.	\$229,000.00	P

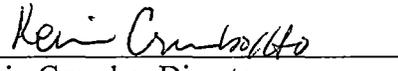
Section 5. The Metropolitan Government of Nashville and Davidson County is hereby authorized to enter into grant contracts with each of the nonprofit organizations listed in Section 4 above for the grant amounts designated therein, subject to the terms and conditions under which the grant funds are to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

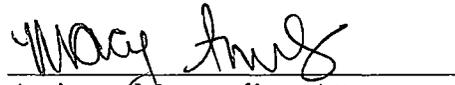
RECOMMENDED BY:

  
Sean McGuire, Director  
Public Property Administration

APPROVED AS TO AVAILABILITY  
OF FUNDS:

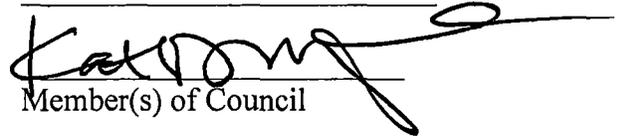
  
Kevin Crumbo, Director  
Department of Finance

APPROVED AS TO FORM AND  
LEGALITY:

  
Assistant Metropolitan Attorney

INTRODUCED BY:

\_\_\_\_\_

  
Member(s) of Council

**Electronic Signature Page**

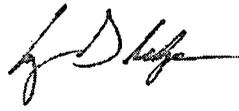
(Attach to Legislation Pursuant to Rule 8 of the Council Rules of Procedure)

A handwritten signature in black ink that reads "Bob Mendes". The signature is written in a cursive style with a long horizontal stroke at the end.

Bob Mendes  
Councilman At Large

**Electronic Signature Page**

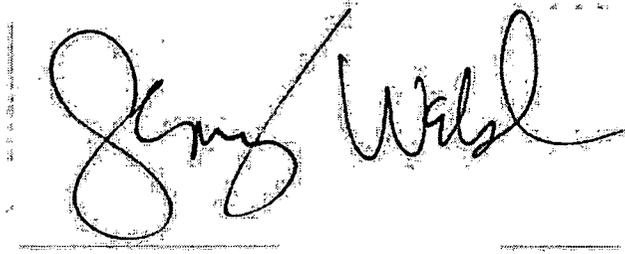
(Attach to Legislation Pursuant to Rule 8 of the Council Rules of Procedure)

A handwritten signature in black ink, appearing to read "Colby Sledge". The signature is written in a cursive style with a long horizontal stroke at the end.

Colby Sledge  
Councilman, District 17

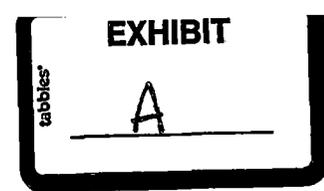
**Electronic Signature Page**

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

A handwritten signature in black ink, appearing to read "Ginny Welsch". The signature is written in a cursive style with a large initial "G". The signature is positioned above a horizontal line.

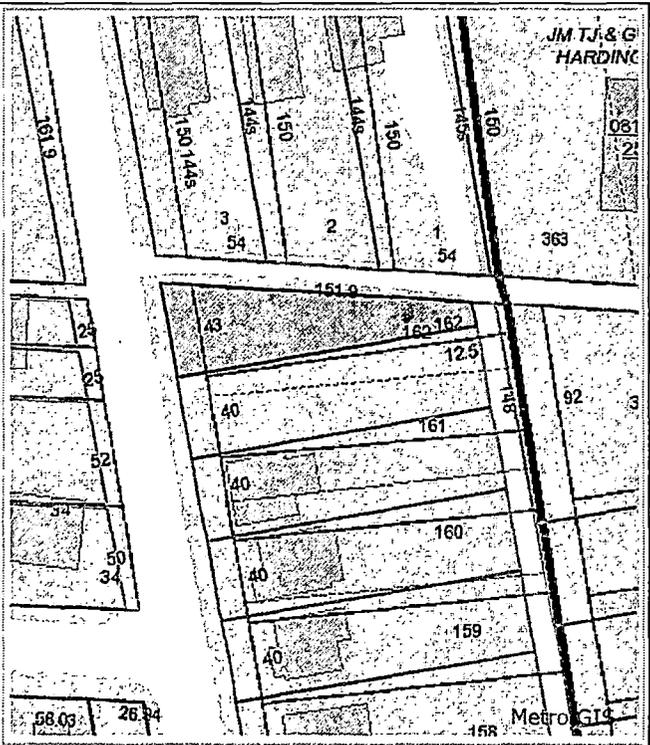
Ginny Welsch

Council Member, District 16

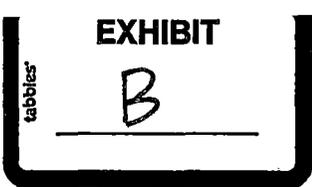


Nashville Planning Department  
 800 2nd Ave S  
 P.O. Box 196300  
 Nashville, TN 37219-6300  
[maps.nashville.gov](http://maps.nashville.gov)

Parcel Details	
Parcel ID:	08110021100
Parcel Address:	1750 24TH AVE N NASHVILLE, TN 37208
Owner:	METRO GOV'T BT BACK TAX SALE
Acquired Date:	5/14/2015
Sale Price:	\$ 3,279.00
Sale Instrument:	CR-20150702 0064017
Mailing Address:	P O BOX 196300 NASHVILLE, TN 37219
Legal Description:	PT LOT 162 COBBS SUB OF THE BOSLEY TRACT
Acreage:	0.09
Frontage Dimension:	43
Side Dimension:	152
Parcel Instrument:	DB-00004645 0000513
Parcel Instrument Date:	10/9/1972
Census Tract:	37013800
Tax District:	USD
Council District:	21
Land Use Description:	VACANT RESIDENTIAL LAND



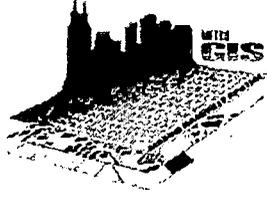
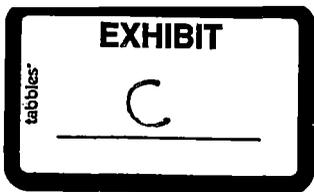
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Zone Code	OV-UZO	
Zone Description		
Effective Date	7/25/2007	
Ordinance	BL2007-142	
Case Number	2007Z-060U-05	
Zone Code	RS5	
Zone Description	Medium density residential, requiring a minimum 5,000 square foot lot and intended for single-family dwellings at a density of 7.41 dwelling units per acre.	
Effective Date	1/1/1998	
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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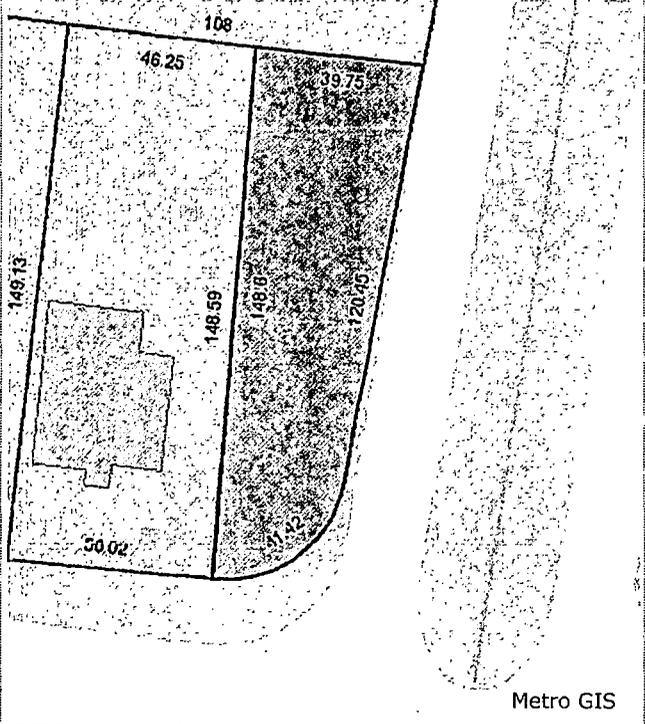
<b>Parcel Details</b>		
Parcel ID:	08115029600	
Parcel Address:	1617 B UNDERWOOD ST NASHVILLE, TN 37208	
Owner:	METRO GOV'T BT BACK TAX SALE	
Acquired Date:	11/14/1995	
Sale Price:	\$ 0.00	
Sale Instrument:	DB-00010146 0000685	
Mailing Address:	P O BOX 196300 NASHVILLE, TN 37219	
Legal Description:	PT LOT 26 UNDERWOOD PLAN	
Acreage:	0.09	
Frontage Dimension:	25	
Side Dimension:	157	
Parcel Instrument:	DB-00001257 0000215	
Parcel Instrument Date:	11/12/1942	
Census Tract:	37013900	
Tax District:	USD	
Council District:	21	
Land Use Description:	VACANT RESIDENTIAL LAND	

<b>Zoning</b>		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:	096-555	
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	
Ordinance:	073-650	



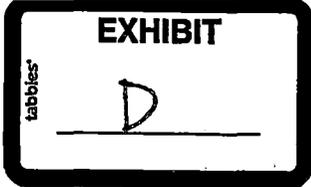
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<b>Parcel Details</b>	
<b>Parcel ID:</b>	07116005400
<b>Parcel Address:</b>	709 DOUGLAS AVE NASHVILLE, TN 37207
<b>Owner:</b>	METRO GOV'T BT BACK TAX SALE
<b>Acquired Date:</b>	1/19/1977
<b>Sale Price:</b>	\$ 327.00
<b>Sale Instrument:</b>	DB-00005414 0000093
<b>Mailing Address:</b>	P O BOX 196300 NASHVILLE, TN 37219
<b>Legal Description:</b>	PT LOT 1 SPAINS LISCHHEY GARDENS
<b>Acreage:</b>	0.1
<b>Frontage Dimension:</b>	41
<b>Side Dimension:</b>	149
<b>Parcel Instrument:</b>	DB-00008493 0000707
<b>Parcel Instrument Date:</b>	10/16/1991
<b>Census Tract:</b>	37011300
<b>Tax District:</b>	USD
<b>Council District:</b>	05
<b>Land Use Description:</b>	VACANT RESIDENTIAL LAND



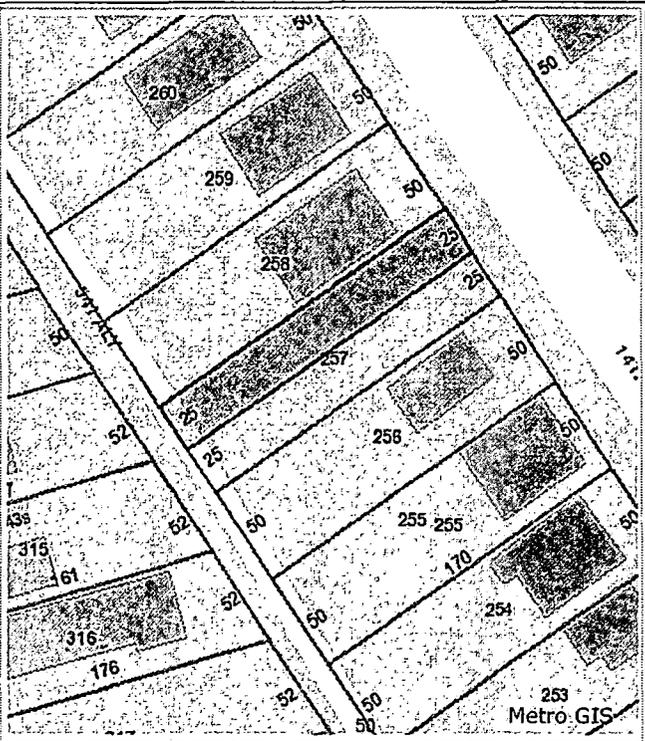
<b>Zoning</b>		Hide
<b>Zone Code</b>	RS5	
<b>Zone Description</b>	Medium density residential, requiring a minimum 5,000 square foot lot and intended for single-family dwellings at a density of 7.41 dwelling units per acre.	
<b>Effective Date</b>	1/1/1998	
<b>Ordinance</b>	O96-555	
<b>Case Number</b>		
<b>Zone Code</b>	R6	
<b>Zone Description</b>	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.	
<b>Effective Date</b>	12/23/1974	
<b>Ordinance</b>	O73-650	
<b>Case Number</b>		

<b>Owner History</b>		Hide
<b>Owner Name</b>	METRO GOV'T BT BACK TAX SALE	
<b>Acquired Date</b>	1/20/1977	
<b>Sale Instrument</b>	DB-00005414 000009	
<b>Mailing Address</b>	P O BOX 196300, NASHVILLE TN 37219	
<b>Mailing Country</b>	US	
<b>Sale Amount</b>	\$ 327.00	
<b>Owner Name</b>	MATTHEWS, ROBERT W. ETUX	

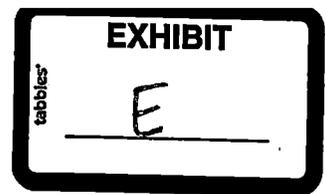


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Parcel Details	
<b>Parcel ID:</b>	08115027200
<b>Parcel Address:</b>	1507 B 14TH AVE N NASHVILLE, TN 37208
<b>Owner:</b>	METRO GOV'T BT BACK TAX SALE
<b>Acquired Date:</b>	10/23/2012
<b>Sale Price:</b>	\$ 6,346.00
<b>Sale Instrument:</b>	CR-20150604 0052338
<b>Mailing Address:</b>	P O BOX 196300 NASHVILLE, TN 37219
<b>Legal Description:</b>	PT LOT 257 D T MCGAVOCK AND OTHERS ADDITION
<b>Acreage:</b>	0.1
<b>Frontage Dimension:</b>	25
<b>Side Dimension:</b>	170
<b>Parcel Instrument:</b>	DB-00001533 0000509
<b>Parcel Instrument Date:</b>	9/25/1947
<b>Census Tract:</b>	37013900
<b>Tax District:</b>	USD
<b>Council District:</b>	21
<b>Land Use Description:</b>	VACANT RESIDENTIAL LAND



Zoning		Hide
<b>Zone Code</b>	OV-UZO	
<b>Zone Description</b>		
<b>Effective Date</b>	7/25/2007	
<b>Ordinance</b>	BL2007-142	
<b>Case Number</b>	2007Z-060U-05	
<b>Zone Code</b>	RS5	
<b>Zone Description</b>	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.	
<b>Effective Date</b>	1/1/1998	
<b>Ordinance</b>	O96-555	
<b>Case Number</b>		
<b>Zone Code</b>	OV-UZO	
<b>Zone Description</b>		
<b>Effective Date</b>	12/2/2000	
<b>Ordinance</b>	BL2000-47	
<b>Case Number</b>	2000Z-094U-00	
<b>Zone Code</b>	R6	
<b>Zone Description</b>	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.	
<b>Effective Date</b>	12/23/1974	



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Parcel Details	
<b>Parcel ID:</b>	10504001900
<b>Parcel Address:</b>	17 PERKINS ST NASHVILLE, TN 37210
<b>Owner:</b>	METRO GOV'T BT BACK TAX SALE
<b>Acquired Date:</b>	7/15/2004
<b>Sale Price:</b>	\$ 0.00
<b>Sale Instrument:</b>	CR-20041217 0150456
<b>Mailing Address:</b>	P O BOX 196300 NASHVILLE, TN 37219
<b>Legal Description:</b>	PT LOT 431 MAURY & CLAIBORNE PLAN
<b>Acreage:</b>	0.1
<b>Frontage Dimension:</b>	40
<b>Side Dimension:</b>	117
<b>Parcel Instrument:</b>	DB-00001677 0000357
<b>Parcel Instrument Date:</b>	8/31/1948
<b>Census Tract:</b>	37016000
<b>Tax District:</b>	USD
<b>Council District:</b>	17
<b>Land Use Description:</b>	VACANT RESIDENTIAL LAND



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

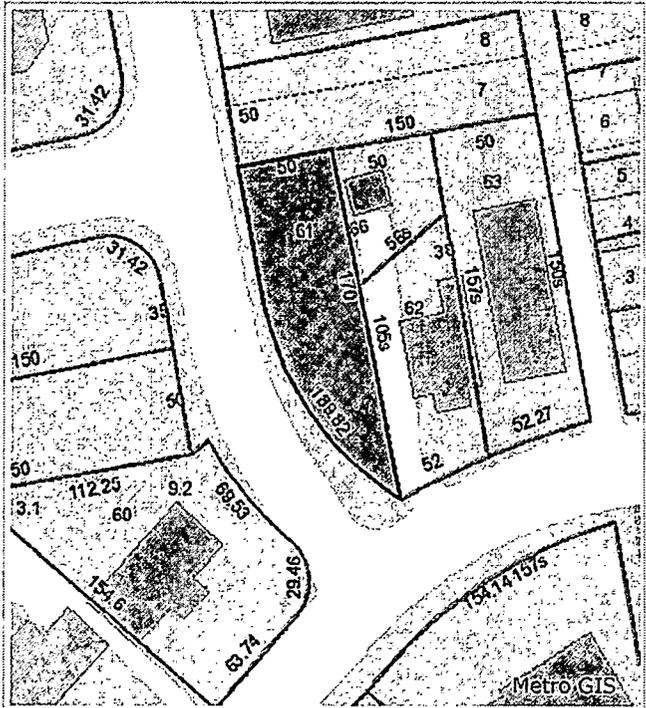
Owner History		Hide
<b>Owner Name</b>	METRO GOV'T BT BACK TAX SALE	
<b>Acquired Date</b>	7/16/2004	
<b>Sale Instrument</b>	CR-20041217 015045	



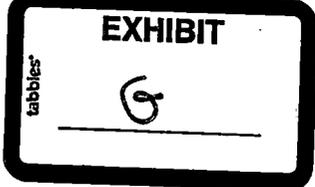
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Parcel Details	
Parcel ID:	09205018100
Parcel Address:	3307 BATAVIA ST NASHVILLE, TN 37209
Owner:	METRO GOV'T BT BACK TAX SALE
Acquired Date:	1/14/2002
Sale Price:	\$ 2,160.00
Sale Instrument:	DB-20020313 0031556
Mailing Address:	P O BOX 196300 NASHVILLE, TN 37219
Legal Description:	LOT 61 SEC 7 COLLEGE HILL
Acreage:	0.14
Frontage Dimension:	190
Side Dimension:	170
Parcel Instrument:	DB-00004538 0000429
Parcel Instrument Date:	9/16/1971
Census Tract:	37013601
Tax District:	USD
Council District:	21
Land Use Description:	VACANT RESIDENTIAL LAND

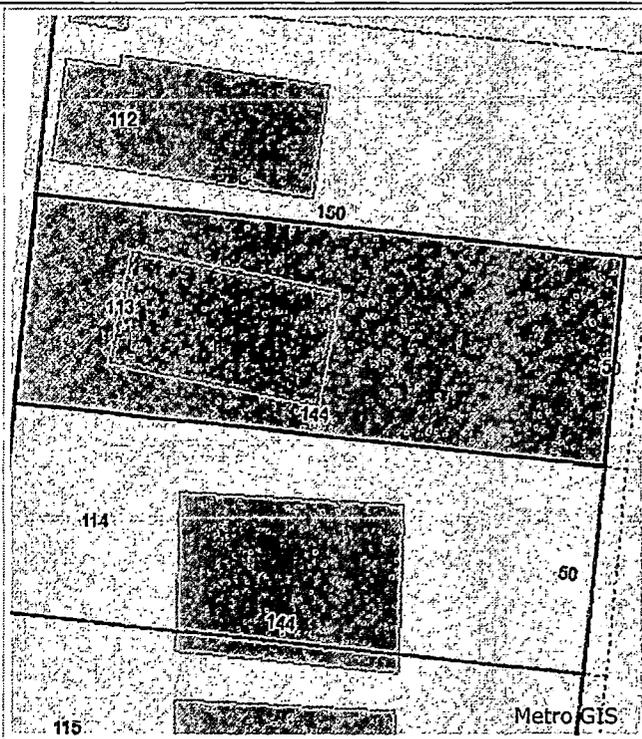


Zoning		Hide
Zone Code	OV-UZO	
Zone Description		
Effective Date	7/25/2007	
Ordinance	BL2007-142	
Case Number	2007Z-060U-05	
Zone Code	RS5	
Zone Description	Medium density residential, requiring a minimum 5,000 square foot lot and intended for single-family dwellings at a density of 7.41 dwelling units per acre.	
Effective Date	11/25/2006	
Ordinance	BL2006-122	
Case Number	2006Z-169U-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	



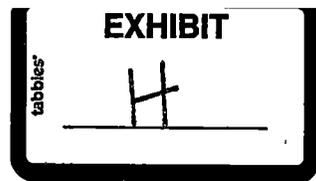
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[maps.nashville.gov](http://maps.nashville.gov)

Parcel Details	
<b>Parcel ID:</b>	08102003700
<b>Parcel Address:</b>	2337 23RD AVE N NASHVILLE, TN 37208
<b>Owner:</b>	METRO GOV'T BT BACK TAX SALE
<b>Acquired Date:</b>	9/18/2012
<b>Sale Price:</b>	\$ 9,876.00
<b>Sale Instrument:</b>	CR-20131022 0110198
<b>Mailing Address:</b>	P O BOX 196300 NASHVILLE, TN 37219
<b>Legal Description:</b>	PT OF LOT 113 BUENA VISTA HEIGHTS
<b>Acreage:</b>	0.16
<b>Frontage Dimension:</b>	50
<b>Side Dimension:</b>	144
<b>Parcel Instrument:</b>	DB-20070411 0043243
<b>Parcel Instrument Date:</b>	3/10/2007
<b>Census Tract:</b>	37013700
<b>Tax District:</b>	USD
<b>Council District:</b>	02
<b>Land Use Description:</b>	SINGLE FAMILY



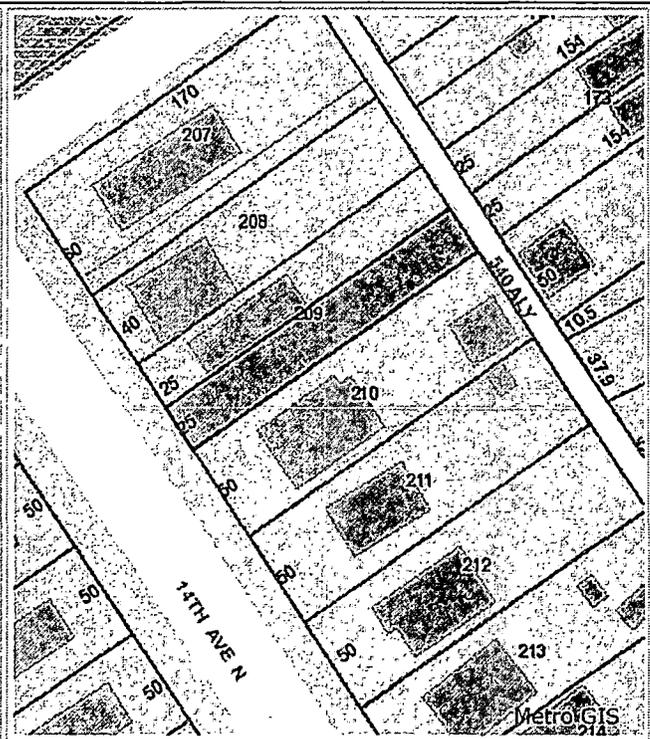
Zoning		Hide
<b>Zone Code:</b>	OV-UZO	
<b>Zone Description:</b>		
<b>Effective Date:</b>	7/25/2007	
<b>Ordinance:</b>	BL2007-142	
<b>Case Number:</b>	2007Z-060U-05	
<b>Zone Code:</b>	R6	
<b>Zone Description:</b>	MEDIUM DENSITY RESIDENTIAL, REQUIRING A MINIMUM 6,000 SQUARE FOOT LOT AND INTENDED FOR SINGLE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

Owner History		Hide
<b>Owner Name:</b>	METRO GOV'T BT BACK TAX SALE	
<b>Acquired Date:</b>	9/19/2012	
<b>Sale Instrument:</b>	CR-20131022 011019	

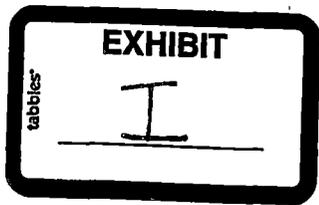


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Parcel Details	
<b>Parcel ID:</b>	08111057700
<b>Parcel Address:</b>	1534 B 14TH AVE N NASHVILLE, TN 37208
<b>Owner:</b>	METRO GOV'T BT BACK TAX SALE
<b>Acquired Date:</b>	9/18/2012
<b>Sale Price:</b>	\$ 17,121.00
<b>Sale Instrument:</b>	CR-20131022 0110206
<b>Mailing Address:</b>	P O BOX 196300 NASHVILLE, TN 37219
<b>Legal Description:</b>	PT LOT 209 D T MCGAVOCK & OTHERS ADDN
<b>Acreage:</b>	0.1
<b>Frontage Dimension:</b>	25
<b>Side Dimension:</b>	170
<b>Parcel Instrument:</b>	DB-00000769 0000586
<b>Parcel Instrument Date:</b>	10/16/1927
<b>Census Tract:</b>	37013900
<b>Tax District:</b>	USD
<b>Council District:</b>	21
<b>Land Use Description:</b>	VACANT RESIDENTIAL LAND

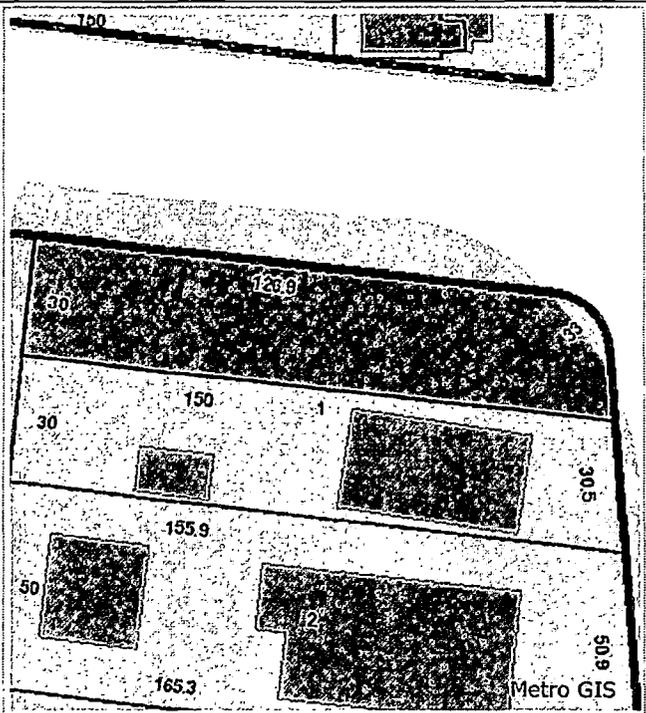


Zoning		Hide
<b>Zone Code</b>	OV-UZO	
<b>Zone Description</b>		
<b>Effective Date</b>	7/25/2007	
<b>Ordinance</b>	BL2007-142	
<b>Case Number</b>	2007Z-060U-05	
<b>Zone Code</b>	RS5	
<b>Zone Description</b>	Medium density residential, requiring a minimum 5,000 square foot lot and intended for single-family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

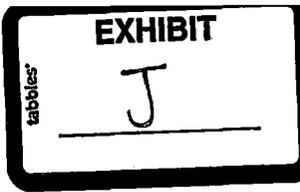


Nashville Planning Department  
 800 2nd Ave S  
 P.O. Box 196300  
 Nashville, TN 37219-6300  
[maps.nashville.gov](http://maps.nashville.gov)

Parcel Details	
Parcel ID:	09401015800
Parcel Address:	900 S 12TH ST NASHVILLE, TN 37206
Owner:	METRO GOV'T BT BACK TAX SALE
Acquired Date:	12/14/2010
Sale Price:	\$ 6,526.00
Sale Instrument:	CR-20131219 0128430
Mailing Address:	P O BOX 196300 NASHVILLE, TN 37219
Legal Description:	PT LOT 1 HAYNIES CENTRAL PARK
Acreage:	0.09
Frontage Dimension:	4
Side Dimension:	150
Parcel Instrument:	DB-00000531 0000323
Parcel Instrument Date:	2/1/1920
Census Tract:	37019200
Tax District:	USD
Council District:	06
Land Use Description:	VACANT RESIDENTIAL LAND



Zoning		Hide
Zone Code:	OV-UZO	
Zone Description:		
Effective Date:	12/2/2000	
Ordinance:	BL2000-47	
Case Number:	2000Z-094U-00	
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:	096-555	
Case Number:		
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:	7/18/1984	
Ordinance:	084-369	
Case Number:	163-84-U	
Zone Code:	RM8	
Zone Description:		
Effective Date:	12/23/1974	
Ordinance:	073-650	



**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 9 affordable housing units located at 08110021100 1750 24th Ave N., 08115029600 1617B Underwood Street, 07116005400 709 Douglas Ave, 09401015800 900 South 12<sup>th</sup> Street, 08115027200 1507B 14th Ave N, 10504001900 17 Perkins Street, 09205018100 3307 Batavia Street, 08102003700 2337 23rd Ave N, 08111057700 1534B 14th Ave N

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 \$108,000.00.

**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 hundred eight thousand dollars (\$108,000.00). 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

John Cooper, 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 February 1, 2021 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:

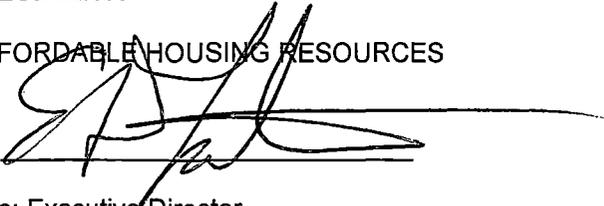
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal 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:

**RECIPIENT:**

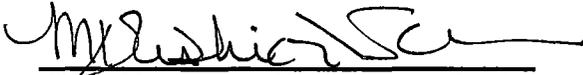
AFFORDABLE HOUSING RESOURCES

By: 

Title: Executive Director

APPROVED AS TO PROGRAM SCOPE:

Sworn to and subscribed to before me a  
Notary Public, this 3 day  
of February, 2020.

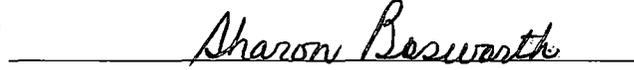
  
Chair, Metropolitan Housing Trust Fund  
Commission



Notary Public

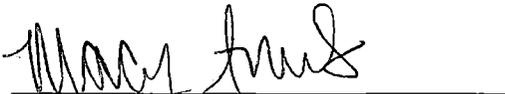
APPROVED AS TO AVAILABILITY OF  
FUNDS:

  
Director of Finance



My Commission expires April 4, 2023

APPROVED AS TO FORM AND  
LEGALITY

  
Metropolitan Attorney

APPROVED AS TO RISK AND  
INSURANCE:

  
Director of Insurance

\_\_\_\_\_  
Metropolitan Clerk

**BARNES HOUSING TRUST FUND HOMEBUYER PROFORMA – 3-bedroom Units**

<b>Unit Address</b>	6 Barnes Fund Lots				
<b>Development Type</b>	Single Family Detached				
<b>Accessible Bus Line Routes</b>	Yes				
<b>Number of Bedrooms</b>	3				
<b>Number of Bathrooms</b>	3				
<b>Square Feet</b>	1368				
<b>Number of Stories</b>	2				
<b>Acquisition Costs</b>					
Vacant Land					
Land with Structure					
Title & Recording					
Legal					
<b>Total</b>					
<b>Predevelopment Costs</b>					
Appraisal					
Survey	3000				
Relocation (if applicable)					
Insurance	6000				
Architect					
Engineering					
Planning/Zoning	12000				
Other					
<b>Total</b>	21000				
<b>Construction Costs</b>					
<b>Structure</b>					
Footer/Foundation	42000				
Framing	159000				
Electrical	66000				
Plumbing	84900				
Roofing	48000				
HVAC	60000				
Drywall/Insulation	44400				

**BARNES HOUSING TRUST FUND HOMEBUYER PROFORMA – 3-bedroom Units**

Paint/Stain	27000				
Windows/Doors	48000				
Floor Coverings	30000				
Cabinets	66000				
Brick/Siding	78000				
<b>Sub-Total</b>	<b>753300</b>				
<b>Other</b>					
Site Work	20400				
Appliances	18000				
Decks/Porches	17400				
Side Walks/Driveways	8400				
Landscaping	15000				
Utility Hookups	6600				
Building Permits/Fees	6900				
Demolition					
Fees	12000				
<b>Sub-Total</b>	<b>104700</b>				
Construction Contingency	78000				
Profit (if organization has own construction crew)					
<b>Sub-Total</b>	<b>78000</b>				
<b>Total Construction Cost</b>	<b>957000</b>				
<b>Cost per Unit</b>	<b>159500</b>				
<b>Developer's Fee (capped at 20%)</b>	<b>20000</b>				
<b>Total Cost/Unit</b>	<b>179500</b>				
<b>Total Debt Service</b>					
Debt Coverage Ratio	NA				
Operating Reserve	NA				

**BARNES HOUSING TRUST FUND HOMEBUYER PROFORMA – Micro Homes**

<b>Unit Address</b>	3 Barnes Fund Lots				
<b>Development Type</b>	Micro Home				
<b>Accessible Bus Line Routes</b>	Yes				
<b>Number of Bedrooms</b>	2				
<b>Number of Bathrooms</b>	1				
<b>Square Feet</b>	900				
<b>Number of Stories</b>	2				
<b>Acquisition Costs</b>					
Vacant Land					
Land with Structure					
Title & Recording					
Legal					
<b>Total</b>					
<b>Predevelopment Costs</b>					
Appraisal	1600				
Survey	2000				
Relocation (if applicable)					
Insurance	4000				
Architect					
Engineering					
Planning/Zoning	8000				
Other					
<b>Total</b>	15600				
<b>Construction Costs</b>					
<b>Structure</b>					
Footer/Foundation	20200				
Framing	13000				
Electrical	26000				
Plumbing	33600				
Roofing	20000				
HVAC	22000				
Drywall/Insulation	25200				

**BARNES HOUSING TRUST FUND HOMEBUYER PROFORMA – Micro Homes**

Paint/Stain	10500				
Windows/Doors	15000				
Floor Coverings	10400				
Cabinets	29600				
Brick/Siding	38900				
<b>Sub-Total</b>	<b>264400</b>				
<b>Other</b>					
Site Work	13600				
Appliances	12000				
Decks/Porches	11600				
Side Walks/Driveways	8000				
Landscaping	10000				
Utility Hookups	44000				
Building Permits/Fees	4800				
Demolition					
Fees	6000				
<b>Sub-Total</b>	<b>110000</b>				
Construction Contingency	20000				
Profit (if organization has own construction crew)					
<b>Sub-Total</b>	<b>20000</b>				
<b>Total Construction Cost</b>	<b>410000</b>				
<b>Cost per Unit</b>	<b>136666</b>				
<b>Developer's Fee (capped at 20%)</b>	<b>12000</b>				
<b>Total Cost/Unit</b>	<b>148666</b>				
<b>Total Debt Service</b>					
Debt Coverage Ratio	NA				
Operating Reserve	NA				

**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 323 affordable housing units located at 16400017400 & 16400030400 (to be subdivided) Address: 0 MURFREESBORO PIKE, Antioch, TN 37013. 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. The affordability requirements will cap incomes for eligible households at a level no greater than 60% of the area median income at the time of initial occupancy and will be structured for consistency with federal Low Income Housing Tax Credit (LIHTC) and Project Based Voucher program requirements, state Community Investment Tax Credit program requirements, and/or local Payment In Lieu Of Taxes (PILOT) program requirements and such other federal, state, and local affordable housing programs as may provide funding for development of the Property.
- 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 \$1,195,000.00.

**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 One Million One hundred ninety-five thousand Dollars (\$1,195,000.00). 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

John Cooper, 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. Furthermore, Metro acknowledges that Recipient anticipates using LIHTCs and a PILOT agreement, among other funding sources, in its development of the Property. Accordingly, Metro agrees as follows: (i) to facilitate the LIHTC transaction, (a) Recipient may form a wholly-owned subsidiary to own or serve as the General Partner of a newly formed limited partnership created to own, develop, construct, and operate the Property, and may admit a third party tax credit investor and one or more affiliates of such investor as the limited partner(s) of the partnership; and (b) Recipient may loan the Grant funds to the limited partnership for use in the partnership's development of the Property; and (ii) to facilitate the PILOT transaction, Recipient or the partnership may convey its fee interest in the Property to Metro, so that Metro may grant a leasehold estate in the Property to the partnership for a term at least as long as the term of the PILOT.
- 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 February 1, 2021 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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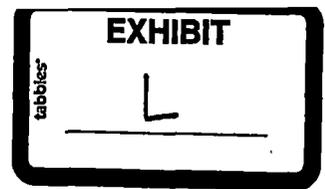


**BARNES HOUSING TRUST FUND RENTAL BUDGET**

<b>Unit Address</b>	0 Murfreesboro Pike, Antioch TN 37013						
<b>Development Type</b>	New construction						
<b>Accessible Bus Line Routes</b>	96						
<b>Number of Studios</b>	0						
<b>Number of 1 Bedrooms</b>	88						
<b>Number of 2+ Bedrooms</b>	236						
<b>Square Feet</b>	342048						
<b>Number of Stories</b>	three						
		Permanent	LP Equity	Barnes Fund	Elmington	Federal	Deferred
<b>Acquisition Costs</b>							
Vacant Land	1,779,110						
Land with Structure	-						
Title & Recording	52,000						
Legal	240,000						
		Permanent	LP Equity	Barnes Fund	Elmington	Federal	Deferred
<b>Total</b>	<b>2,071,110</b>		<b>71,110</b>	<b>2,000,000</b>			
		Permanent	LP Equity	Barnes Fund	Elmington	Federal	Deferred
<b>Predevelopment Costs</b>							
Appraisal	6,000						
Survey	20,000						
Relocation (if applicable)	-						
Insurance	276,904						
Architect	750,000						
Engineering	125,000						
Planning/Zoning	30,000						
Other	5,075,253						
		Permanent	LP Equity	Barnes Fund	Elmington	Federal	Deferred
<b>Total</b>	<b>6,283,157</b>		<b>6,283,157</b>				
		Permanent	LP Equity	Barnes Fund	Elmington	Federal	Deferred
<b>Construction Costs</b>							
<b>Structure</b>							
Footer/Foundation	3,147,072						
Framing	9,054,518						
Electrical	4,490,896						
Plumbing	3,190,588						
Roofing	886,088						

**BARNES HOUSING TRUST FUND RENTAL BUDGET**

HVAC	1,892,947						
Drywall/Insulation	4,260,208						
Paint/Stain	1,005,645						
Windows/Doors	1,618,850						
Floor Coverings	734,469						
Cabinets	1,769,346						
Brick/Siding	3,360,364						
		Permanent	LP Equity	Barnes Fund	Elmington	Federal	Deferred
<b>Sub-Total</b>	<b>35,410,991</b>						
		Permanent	LP Equity	Barnes Fund	Elmington	Federal	Deferred
<b>Other</b>							
Site Work	7,169,358						
Appliances	611,326						
Decks/Porches							
Side Walks/Driveways	incl						
Landscaping	133,560						
Utility Hookups	incl						
Building Permits/Fees	106,000						
Demolition							
Fees	1,928,767						
		Permanent	LP Equity	Barnes Fund	Elmington	Federal	Deferred
<b>Sub-Total</b>	<b>9,949,011</b>						
		Permanent	LP Equity	Barnes Fund	Elmington	Federal	Deferred
Construction Contingency	2,268,000						
Profit (if organization has own construction crew)							
		Permanent	LP Equity	Barnes Fund	Elmington	Federal	Deferred
<b>Sub-Total</b>	<b>2,268,000</b>						
		Permanent	LP Equity	Barnes Fund	Elmington	Federal	Deferred
<b>Total Construction Cost</b>	<b>47,628,002</b>	<b>34,230,000</b>	<b>751,544</b>		<b>1,000,000</b>		<b>11,646,458</b>
		Permanent	LP Equity	Barnes Fund	Elmington	Federal	Deferred
<b>Lease-up Expense</b>	<b>8,000</b>					<b>8,000</b>	
<b>Developer's Fee (capped at 20%)</b>	<b>12,250,000</b>		<b>12,250,000</b>				
<b>TOTAL DEVELOPMENT COST</b>	<b>68,240,269</b>	<b>34,230,000</b>	<b>19,355,811</b>	<b>2,000,000</b>	<b>1,000,000</b>	<b>8,000</b>	<b>11,646,458</b>
<b>Total Cost/Unit</b>	<b>210,618.11</b>						



**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 27 affordable housing units for homeownership in Nashville, 37207, as follows: 15 houses on Polk Forest Circle (addresses pending Metro) and 12 others at 3369, 3373, 3376, 3377, 3380, 3381, 3384, 3385, 3388, 3392, 3396 Woodland Star Way, and 2528 Vista Lane. 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 \$1,270,500.00.

**Additional Conditions for Rental Properties *[Not Applicable to this Project]*:**

- 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 two hundred seventy thousand five hundred dollars (\$1,270,500.00). 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**

- *Site Work Costs (Category Total: \$750,000)*
  - To be drawn upon documentation of costs incurred.
- *Construction Costs (Category Total: \$135,000)*
  - To be drawn upon documentation of costs incurred.
- *Homebuyer Down-payment Assistance (Category Total: \$270,000)*
  - To be drawn upon sale of properties, documented by homebuyer closing disclosures and Certificates of Eligibility.
- *Developer Fee (Category Total: \$115,500)*
  - To be drawn upon receipt of a Final Use & Occupancy letter from Metro for each property (100% complete).

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

John Cooper, 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 February 1, 2021 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:

APPROVED AS TO PROGRAM SCOPE:

M. B. ...

Chair, Metropolitan Housing Trust Fund  
Commission

APPROVED AS TO AVAILABILITY OF  
FUNDS:

Kevin ...

Director of Finance

APPROVED AS TO FORM AND  
LEGALITY

Mary ...  
Metropolitan Attorney

APPROVED AS TO RISK AND  
INSURANCE:

B. C. ...  
Director of Insurance

\_\_\_\_\_  
Metropolitan Clerk

**RECIPIENT:**

HABITAT FOR HUMANITY

By: [Signature]

Title: President and CEO

Sworn to and subscribed to before me a  
Notary Public, this 29 day  
of January, 2020.

Notary Public



Karel Straughn

My Commission expires 09-06-2022

**BARNES HOUSING TRUST FUND HOMEBUYER PROFORMA**

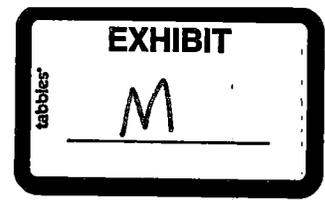
<b>Unit Address</b>	<b>North Nashville: Park Preserve [37207] Phase 4 &amp; Phase 5</b>	<b>North Nashville: Park Preserve [37207] Phase 4 &amp; Phase 5</b>	<b>North Nashville: Park Preserve [37207] Phase 4 &amp; Phase 5</b>	<b>Totals</b>
<b>Development Type</b>	New Construction	New Construction	New Construction	
<b>Accessible Bus Line Routes</b>	Yes - Route 41 travels Ewing Drive	Yes - Route 41 travels Ewing Drive	Yes - Route 41 travels Ewing Drive	
<b>Number of Bedrooms</b>	3	4	5	
<b>Number of Bathrooms</b>	2	2	2	
<b>Square Feet</b>	1083	1259	1567	
<b>Number of Stories</b>	1	1	1	
	Cost of 15 3-bedroom homes	Cost of 9 4-bedroom homes	Cost of 3 5-bedroom homes	
<b>Acquisition Costs</b>				
Vacant Land	99,399	59,640	19,880	178,919
Land with Structure				
Title & Recording				
Legal				
<b>Total Acquisition</b>	99,399	59,640	19,880	178,919
<b>Predevelopment Costs</b>				
Appraisal	2,400	1,440	480	4,320
Survey				
Relocation (if applicable)				
Insurance				
Architect				
Engineering	60,000	36,000	12,000	108,000
Planning/Zoning	7,500	4,500	1,500	13,500
Other: Homebuyer Education	150,000	90,000	30,000	270,000
<b>Total Predevelopment</b>	219,900	131,940	43,980	395,820
<b>Construction Costs</b>				
<b>Structure</b>				
Footer/Foundation	165,000	103,500	38,880	307,380
Framing	172,500	112,500	43,500	328,500
Electrical	109,755	68,553	23,751	202,059

**BARNES HOUSING TRUST FUND HOMEBUYER PROFORMA**

Plumbing	127,740	80,244	27,648	235,632
Roofing	81,000	54,000	18,600	153,600
HVAC	97,500	58,500	19,500	175,500
Drywall/Insulation	79,500	49,500	17,400	146,400
Paint/Stain	45,000	31,500	11,100	87,600
Windows/Doors	35,250	21,150	7,950	64,350
Floor Coverings	25,500	16,200	5,700	47,400
Cabinets	24,000	14,400	4,800	43,200
Brick/Siding	100,500	61,200	21,000	182,700
<b>Sub-Total Structure</b>	<b>1,063,245</b>	<b>671,247</b>	<b>239,829</b>	<b>1,974,321</b>
<b>Other</b>				
Site Work	1,008,917	605,350	201,783	1,816,050
Appliances	27,000	16,200	5,400	48,600
Decks/Porches	14,925	8,955	2,985	26,865
Side Walks/Driveways	80,580	48,348	16,116	145,044
Landscaping	33,000	19,800	6,600	59,400
Utility Hookups	5,100	3,060	1,020	9,180
Building Permits/Fees	11,250	6,750	2,250	20,250
Demolition	-	-	-	-
Fees	22,500	13,500	4,500	40,500
<b>Sub-Total Other</b>	<b>1,203,272</b>	<b>721,963</b>	<b>240,654</b>	<b>2,165,889</b>
Construction Contingency	-	-	-	-
Profit (if organization has own construction crew)	390,000	234,000	78,000	702,000
<b>Sub-Total Contingency/Profit</b>	<b>390,000</b>	<b>234,000</b>	<b>78,000</b>	<b>702,000</b>
<b>Total Construction Cost</b>	<b>2,656,517</b>	<b>1,627,210</b>	<b>558,483</b>	<b>4,842,210</b>
<del>Construction Cost Only (per-unit)</del>	<del>177,101</del>	<del>180,801</del>	<del>186,161</del>	
<b>Cost per Unit (Note: ALL cost categories EXCEPT Dev Fee)</b>	<b>198,388</b>	<b>202,088</b>	<b>207,448</b>	

**BARNES HOUSING TRUST FUND HOMEBUYER PROFORMA**

<b>Developer's Fee (capped at 20% of Barnes Request - Habitat requesting \$115,500 which is &lt;10%)</b>	64,167	38,500	12,833	115,500
<b>Total Cost/Unit (Including Dev Fee)</b>	202,666	206,366	211,726	
<b>Total Debt Service</b>	<b>Note: Debt Service Figures for Total Agency</b>			270,000
Debt Coverage Ratio	8.76			
Operating Reserve	9.86			5,802,449



**GRANT CONTRACT  
BETWEEN THE METROPOLITAN GOVERNMENT  
OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE  
BY AND THROUGH  
THE METROPOLITAN HOUSING TRUST FUND COMMISSION  
AND  
BE A HELPING HAND FOUNDATION**

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 Be a Helping Hand Foundation, 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 3 affordable housing units located at 14 Decatur St Nashville, TN 37210; 1208 & 1210 Lowes Lane Goodlettsville, TN 37072. 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 \$143,345.00.

**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 (\$1,433,450.00). 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

John Cooper, 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 February 1, 2021 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:

Mark Wright  
Executive Director  
Be a Helping Hand Foundation  
827 W McKennie Ave  
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

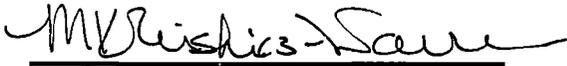
into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- 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.

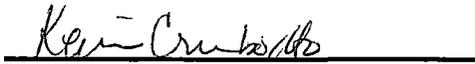
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THE METROPOLITAN GOVERNMENT  
OF NASHVILLE AND DAVIDSON  
COUNTY:

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:**

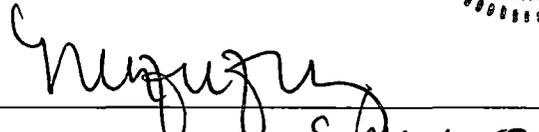
BE A HELPING HAND FOUNDATION

By:   
Title: Executive Director

Sworn to and subscribed to before me a  
Notary Public, this 5 day  
of February, 2020.

Notary Public



  
My Commission expires September 25, 2021

**BARNES HOUSING TRUST FUND RENTAL BUDGET**

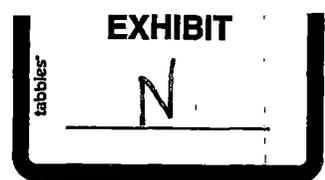
<b>Unit Address</b>	2108 Lowes Lane Plan AHP 2011	2110 Lowes Lane Plan 1764-11	14 Decatur St Plan UD1302		
<b>Development Type</b>	Single Family	Single Family	Single Family		
<b>Accessible Bus Line Routes</b>	YES	YES	YES		
<b>Number of Studios</b>	n/a	n/a	n/a		
<b>Number of 1 Bedrooms</b>	n/a	n/a	n/a		
<b>Number of 2+ Bedrooms</b>	(1) 4 Bedroom	(1) 4 Bedroom	(1) 4 Bedroom		
<b>Square Feet</b>	Living 1,882; Garage 500; Porches 252	Living 1,776; Garage 500; Porches 215	Living 1,430; Porches 68		
<b>Number of Stories</b>	1	1	2		
<b>Acquisition Costs</b>					
Vacant Land	\$ -				
Land with Structure	\$ -				
Title & Recording	\$ -				
Legal	\$ -				
<b>Total</b>	\$ -	\$ -			
<b>Predevelopment Costs</b>					
Appraisal	\$ 650.00	\$ 650.00	\$ 650.00		
Survey (boundary & footing)	\$ 2,950.00	\$ 2,950.00	\$ 2,950.00		
Construction Loan Closing Cost	\$ 3,485.34	\$ 3,136.80	\$ 2,509.44		
Construction Loan Interest	\$ 10,790.44	\$ 10,200.52	\$ 7,456.12		
Title Insurance (Construction Loan)	\$ 1,856.50	\$ 1,785.00	\$ 1,428.00		
Insurance (Builder's Risk)	\$ 1,560.00	\$ 1,404.00	\$ 1,123.20		
Construction Documents/Plans	\$ 2,278.30	\$ 2,278.30	\$ 1,996.00		
Engineering (Civil/Plumbing)	\$ 2,500.00	\$ 2,500.00	\$ -		
Planning/Zoning	\$ -	\$ -			
Attorney Fees (HPR)	\$ -	\$ -			
Attorney Fees (Quiet Title)	\$ -	\$ -			
Permanent Loan Closing Cost	\$ 897.80	\$ 897.00	\$ 1,121.00		
Lead Base Paint Report		\$ -			
<b>Total</b>	\$ 26,968.38	\$ 25,801.62	\$ 19,233.76		
<b>Construction Costs</b>					

**BARNES HOUSING TRUST FUND RENTAL BUDGET**

<b>Structure</b>					
Footer/Foundation	\$ 12,375.00	\$ 11,200.00	\$ 8,960.00		
Framing	\$ 50,068.00	\$ 45,709.00	\$ 36,567.20		
Electrical	\$ 10,200.00	\$ 9,600.00	\$ 7,680.00		
Plumbing/Cutting-Paving Street	\$ 38,825.00	\$ 32,725.00	\$ 26,180.00		
Roofing	\$ 3,320.00	\$ 3,050.00	\$ 2,440.00		
HVAC	\$ 9,800.00	\$ 9,800.00	\$ 7,840.00		
Drywall/Insulation	\$ 10,058.00	\$ 9,229.00	\$ 7,383.20		
Paint/Stain	\$ 8,728.00	\$ 8,234.00	\$ 6,587.20		
Windows/Doors	\$ 8,312.00	\$ 8,200.00	\$ 6,560.00		
Floor Coverings	\$ 17,147.00	\$ 15,727.00	\$ 12,581.60		
Wall Tile	\$ 2,600.00	\$ 2,600.00	\$ 2,080.00		
Cabinets/Countertops	\$ 15,900.00	\$ 15,900.00	\$ 12,720.00		
Interior Trim	\$ 5,178.00	\$ 5,000.00	\$ 4,000.00		
Hardware	\$ 3,300.00	\$ 3,300.00	\$ 2,640.00		
Brick/Siding	\$ 13,440.00	\$ 12,490.00	\$ 9,992.00		
Gutters	\$ 850.00	\$ 800.00	\$ 640.00		
Fencing	\$ 3,800.00	\$ 3,800.00	\$ 3,040.00		
Grading	\$ 2,000.00	\$ 2,000.00	\$ 1,600.00		
Trash Removal	\$ 2,400.00	\$ 2,400.00	\$ 1,920.00		
<b>Sub-Total</b>	\$ 218,301.00	\$ 201,764.00	\$ 161,411.20		
<b>Other</b>					
Site Work	\$ 2,500.00	\$ 2,500.00	\$ 2,981.00		
Appliances	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00		
Decks/Porches	\$ 1,764.00	\$ 1,396.00	\$ 418.80		
Side Walks/Driveways/Metro Sidewalk	\$ 15,215.18	\$ 15,215.18	\$ 7,293.00		
Landscaping	\$ 2,500.00	\$ 2,500.00	\$ 2,424.00		
Utility Hookups	\$ 1,275.00	\$ 1,275.00	\$ 1,275.00		
Building Permits/Fees	\$ 1,197.00	\$ 1,197.00	\$ 957.60		
Replacement of 2" Water Line	\$ 17,500.00	\$ 17,500.00	\$ -		
Tap Fees	\$ 4,260.00	\$ 4,260.00	\$ 3,408.00		
Water/Sewer Grinder Pump	\$ 4,500.00	\$ 4,500.00	\$ -		
Contractor Profit	\$ 30,988.00	\$ 30,988.00	\$ 24,211.65		
<b>Sub-Total</b>	\$ 85,699.18	\$ 85,331.18	\$ 46,969.05		

**BARNES HOUSING TRUST FUND RENTAL BUDGET**

6% Increase over previous 60 day start date	\$ -	\$ -	\$ -		
Construction Contingency	\$ 30,400.02	\$ 28,709.52	\$ 20,838.03		
3% Increase over previous 60 day start date	\$ 9,120.01	\$ 8,612.86	\$ 6,251.41		
<b>Sub-Total</b>	\$ 39,520.02	\$ 37,322.37	\$ 27,089.43		
<b>Total Construction Cost</b>	\$ 370,488.58	\$ 350,219.17	\$ 254,703.44		
<b>Cost per Unit</b>	\$ 370,488.58	\$ 350,219.17	\$ 254,703.44		
<b>Developer's Fee (capped at 20%)</b>	\$ 4,500.00	\$ 4,300.00	\$ 4,000.00		
<b>Total Cost/Unit</b>	\$ 374,988.58	\$ 354,519.17	\$ 258,703.44		



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

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 Westminster Home Connection, hereinafter referred to as the "Recipient," is for the provision of the preservation of affordable housing units as further defined in the "SCOPE OF PROGRAM." Recipient will be preserving 12 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 Deed of Trust and a Cost Recapture Agreement imposing certain affordability requirements to encumber the Property and run with the land over a 5-year term in the form of a 5-year, forgivable lien. Terms defined in the Deed of Trust and Cost Recapture Agreement 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 \$50,000.00.

**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 Fifty thousand dollars (\$50,000.00). 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.

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

John Cooper, 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.

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 February 1, 2021 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.

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:

Keith Branson  
Executive Director  
Westminster Home Connection  
3900 West End Avenue  
Nashville, TN 37205

- 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

THE METROPOLITAN GOVERNMENT  
OF NASHVILLE AND DAVIDSON  
COUNTY:

APPROVED AS TO PROGRAM SCOPE:

M. Bishop-Sam  
Chair, Metropolitan Housing Trust Fund  
Commission

APPROVED AS TO AVAILABILITY OF  
FUNDS:

Kevin Ormsby  
Director of Finance

APPROVED AS TO FORM AND  
LEGALITY

Macy King  
Metropolitan Attorney

APPROVED AS TO RISK AND  
INSURANCE:

RC  
Director of Insurance

\_\_\_\_\_  
Metropolitan Clerk

**RECIPIENT:**

WESTMINSTER HOME CONNECTION

By: [Signature]  
Title: Executive Director

Sworn to and subscribed to before me a  
Notary Public, this 5 day  
of February, 2020.

Notary Public



Emily A. Coleman  
My Commission expires 7/23/2023

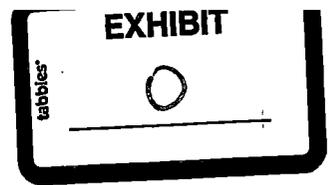
**BARNES HOUSING TRUST FUND REHAB BUDGET**

<b>Unit Address</b>	Varies-12 houses				
<b>Development Type</b>	Roofs, soffits, fascia, gutters and/or HVACs				
<b>Number of Bedrooms</b>	Varies				
<b>Number of Bathrooms</b>	Varies				
<b>Square Feet</b>	Varies				
<b>Number of Stories</b>	Varies				
<b>Predevelopment Costs</b>					
Appraisal					
LBP Assessment					
Relocation (if applicable)					
Insurance					
Architect					
Engineering					
Planning/Zoning					
Legal					
Management with family	1200				
<b>Total</b>	1200				
<b>Construction Costs</b>					
<b>Structure</b>					
Footer/Foundation					
Framing					
Electrical					
Plumbing					
Roofing	54000				
HVAC	39000				
Drywall/Insulation					
Paint/Stain					
Windows/Doors					
Floor Coverings					
Energy Updates					
Brick/Siding					
<b>Sub-Total</b>	93000				

**BARNES HOUSING TRUST FUND REHAB BUDGET**

<b>Other</b>					
Site Work					
Appliances					
Decks/Porches					
Side Walks/Driveways					
Landscaping					
Utility Hookups					
Building Permits/Fees					
Demolition					
Fees					
<b>Sub-Total</b>	0				
Construction Contingency	7800				
Profit (if organization has own construction crew)					
<b>Sub-Total</b>	0				
<b>Total Construction Cost</b>	102000				
<b>Cost per Unit</b>	8500				
<b>Developer's Fee (capped at 20%)</b>	0				
<b>Total Cost/Unit</b>	8500				

**Note: Our commitment is to replace HVACs or roofs or make major roof-related repairs (roofs, gutters, soffit and/or fascia) in 12 homes in order to preserve those homes in the affordable housing stock. The line item budget assumes 6 roofs and 6 HVACs. We may make line item transfers between these two categories if we do more of one and less of another, or if one or more homes require both a replacement roof and a replacement HVAC, in which case the total number of major repairs will exceed 12.**



**GRANT CONTRACT  
BETWEEN THE METROPOLITAN GOVERNMENT  
OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE  
BY AND THROUGH  
THE METROPOLITAN HOUSING TRUST FUND COMMISSION  
AND  
OUR PLACE 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 Our Place 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." Our Place Nashville will be adding 176 affordable housing units located at 454 Elysian Fields Rd, Nashville, 37211; 3551 Dickerson Pike, Nashville, 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 \$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

John Cooper, 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 February 1, 2021 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:

Carolyn Neifeh  
 Executive Director  
 Our Place Nashville  
 749 Georgetown Drive  
 Nashville, TN 37205

- 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:**

OUR PLACE NASHVILLE

APPROVED AS TO PROGRAM SCOPE:

By: Carolyn Kaufch

Title: Executive Director

M. Frickis Lane  
Chair, Metropolitan Housing Trust Fund  
Commission

Sworn to and subscribed to before me a  
Notary Public, this 29 day  
of January, 2020.

APPROVED AS TO AVAILABILITY OF  
FUNDS:

Notary Public

Ken Grubbs  
Director of Finance

Kim Freeman  
My Commission expires 11/8/2021



APPROVED AS TO FORM AND  
LEGALITY

Mary Ann  
Metropolitan Attorney

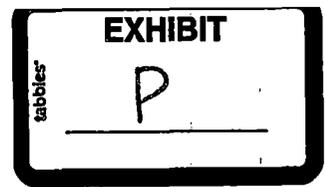
APPROVED AS TO RISK AND  
INSURANCE:

TRC  
Director of Insurance

\_\_\_\_\_  
Metropolitan Clerk

BARNES HOUSING TRUST FUND RENTAL BUDGET

Unit Address	454 Elysian Fields Rd & 3551 Dickerson Pike					
Development Type	MultiFamily					
Accessible Bus Line Routes	Nolensville and Dickerson Pike					
Number of Studios	44					
Number of 1 Bedrooms	84					
Number of 2+ Bedrooms	48					
Square Feet	124388					
Number of Stories	3					
	TOTAL	BARNES FUND	PINNACLE CTC	STUDIO BANK	WCO/OPN	HUD FEDERAL SUPPORT
<b>Acquisition Costs</b>						
Vacant Land	1,800,000.00	1,800,000.00				
<b>Sub-Total</b>	1,800,000.00	1,800,000.00				
	TOTAL	BARNES FUND	PINNACLE CTC	STUDIO BANK	WCO/OPN	HUD FEDERAL SUPPORT
<b>Predevelopment Costs</b>						
Closing Costs	50,000.00	50,000.00				
Appraisal	10,000.00	10,000.00				
Survey	10,000.00	10,000.00				
Architect	95,000.00	65,000.00			30,000.00	
Engineering	65,000.00	65,000.00				
<b>Sub-Total</b>	230,000.00	200,000.00			30,000.00	
	TOTAL	BARNES FUND	PINNACLE CTC	STUDIO BANK	WCO/OPN	HUD FEDERAL SUPPORT
<b>Hard Construction Costs (Multi-Family)</b>	11,077,593.00		11,000,000.00		73,093.00	4,500.00
<b>Hard Construction Costs (Shared Living)</b>	1,452,876.00			1,452,876.00		
<b>Sub-Total</b>	12,530,469.00		11,000,000.00	1,452,876.00	73,093.00	4,500.00
	TOTAL	BARNES FUND	PINNACLE CTC	STUDIO BANK	WCO/OPN	HUD FEDERAL SUPPORT
Lease-up Expense	4,345.00					4,345.00
Construction Contingency	WCO Reserve					
<b>Sub-Total</b>	4,345.00					4,345.00
	TOTAL	BARNES FUND	PINNACLE CTC	STUDIO BANK	WCO/OPN	HUD FEDERAL SUPPORT
Deferred Dev Fee Paid From 50% Excess Cash flow	220,000.00				220,000.00	
<b>TOTAL PROJECT COST</b>	<b>14,784,814.00</b>	<b>2,000,000.00</b>	<b>11,000,000.00</b>	<b>1,452,876.00</b>	<b>323,093.00</b>	<b>8,845.00</b>
<b>Total Cost/Unit</b>	<b>\$84,004.63</b>					



**GRANT CONTRACT  
BETWEEN THE METROPOLITAN GOVERNMENT  
OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE  
BY AND THROUGH  
THE METROPOLITAN HOUSING TRUST FUND COMMISSION  
AND  
LIVING DEVELOPMENT CONCEPTS, 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 Living Development Concepts, 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 2 affordable housing units located at 2700 Booker St. Nashville, TN 37208 & 3914 Southview Dr. Nashville, TN 37218. 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 \$229,000.00.

**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 Two hundred twenty-nine thousand dollars (\$229,000.00). 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

John Cooper, 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 February 1, 2021 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:

Henry Miller  
 Executive Director  
 Living Development Concepts, Inc.  
 3250 Dickerson Pike, Ste. 212  
 Nashville, TN 37207

- 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:

LIVING DEVELOPMENT CONCEPTS INC

By: 

Title: Executive Director

Sworn to and subscribed to before me a  
Notary Public, this 27 day  
of January 2022

Notary Public





My Commission expires September 06, 2022

**BARNES HOUSING TRUST FUND HOMEBUYER PROFORMA**

<b>Unit Address</b>	2700 Booker Street	BARNES	PRIVATE LENDER	DEVELOPER (LDC)	
<b>Development Type</b>	Single Family Detached				
<b>Accessible Bus Line Routes</b>	Yes				
<b>Number of Bedrooms</b>	3				
<b>Number of Bathrooms</b>	2				
<b>Square Feet</b>	1300				
<b>Number of Stories</b>	1				
<b>Acquisition Costs</b>					
Vacant Land	0	0	0	0	
Land with Structure					
Title & Recording					
Legal					
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
<b>Predevelopment Costs</b>					
Appraisal	510			510	
Survey	1800	900	900		
Relocation (if applicable)					
Insurance	3500	1750	1750		
Architect	1294	647	647		
Engineering					
Planning/Zoning					
Other (Clean Title/Legal Fee)	10000	7889	111	2000	
<b>Total</b>	<b>17104</b>	<b>11186</b>	<b>3408</b>	<b>2510</b>	
<b>Construction Costs</b>					
<b>Structure</b>					
Footer/Foundation	12287	6144	6143		
Framing	22968	11484	11484		
Electrical	6234	3117	3117		
Plumbing	11648	5824	5824		
Roofing	4567	2284	2283		
HVAC	4882	2441	2441		

**BARNES HOUSING TRUST FUND HOMEBUYER PROFORMA**

Drywall/Insulation	5805	2903	2902		
Paint/Stain	4799	2400	2399		
Windows/Doors	7291	3646	3645		
Floor Coverings	11524	5762	5762		
Cabinets	25917	12959	12958		
Brick/Siding	22733	11367	11366		
<b>Sub-Total</b>	<b>140655</b>	<b>70331</b>	<b>70324</b>	<b>0</b>	
<b>Other</b>					
Site Work	2805	1403	1402		
Appliances	12230	6115	6115		
Decks/Porches	1200	600	600		
Side Walks/Driveways	8761	4381	4380		
Landscaping	750	375	375		
Utility Hookups	7302	3651	3651		
Building Permits/Fees	4552	2276	2276		
Demolition					
Fees					
<b>Sub-Total</b>	<b>37600</b>	<b>18801</b>	<b>18799</b>	<b>0</b>	
Construction Contingency	17629	8338	4591	4700	
Profit (if organization has own construction crew)					
<b>Sub-Total</b>	<b>17629</b>	<b>8338</b>	<b>4591</b>	<b>4700</b>	
<b>Total Construction Cost</b>	<b>212988</b>	<b>108656</b>	<b>97122</b>	<b>7210</b>	
<b>Cost per Unit</b>	<b>212988</b>	<b>108656</b>	<b>97122</b>	<b>7210</b>	
Developer's Fee (capped at 20%)	17012	5844	2878	8290	
<b>Total Cost/Unit</b>	<b>230000</b>	<b>114500</b>	<b>100000</b>	<b>15500</b>	
<b>Total Debt Service</b>					
Debt Coverage Ratio					

**BARNES HOUSING TRUST FUND HOMEBUYER PROFORMA**

<b>Unit Address</b>	3914 Southview Drive	BARNES	PRIVATE LENDER	DEVELOPER (LDC)	
<b>Development Type</b>	Single Family Detached				
<b>Accessible Bus Line Routes</b>	Yes				
<b>Number of Bedrooms</b>	3				
<b>Number of Bathrooms</b>	2				
<b>Square Feet</b>	1300				
<b>Number of Stories</b>	1				
<b>Acquisition Costs</b>					
Vacant Land	0	0	0	0	
Land with Structure					
Title & Recording					
Legal					
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
<b>Predevelopment Costs</b>					
Appraisal	510			510	
Survey	1800	900	900		
Relocation (if applicable)					
Insurance	3500	1750	1750		
Architect	1294	647	647		
Engineering					
Planning/Zoning					
Other (Clean Title/Legal Fee)	10000	7889	111	2000	
<b>Total</b>	<b>17104</b>	<b>11186</b>	<b>3408</b>	<b>2510</b>	
<b>Construction Costs</b>					
<b>Structure</b>					
Footer/Foundation	12287	6144	6143		
Framing	22968	11484	11484		
Electrical	6234	3117	3117		
Plumbing	11648	5824	5824		
Roofing	4567	2284	2283		
HVAC	4882	2441	2441		

**BARNES HOUSING TRUST FUND HOMEBUYER PROFORMA**

Drywall/Insulation	5805	2903	2902		
Paint/Stain	4799	2400	2399		
Windows/Doors	7291	3646	3645		
Floor Coverings	11524	5762	5762		
Cabinets	25917	12959	12958		
Brick/Siding	22733	11367	11366		
<b>Sub-Total</b>	<b>140655</b>	<b>70331</b>	<b>70324</b>	<b>0</b>	
<b>Other</b>					
Site Work	2805	1403	1402		
Appliances	12230	6115	6115		
Decks/Porches	1200	600	600		
Side Walks/Driveways	8761	4381	4380		
Landscaping	750	375	375		
Utility Hookups	7302	3651	3651		
Building Permits/Fees	4552	2276	2276		
Demolition					
Fees					
<b>Sub-Total</b>	<b>37600</b>	<b>18801</b>	<b>18799</b>	<b>0</b>	
Construction Contingency	17629	8338	4591	4700	
Profit (if organization has own construction crew)					
<b>Sub-Total</b>	<b>17629</b>	<b>8338</b>	<b>4591</b>	<b>4700</b>	
<b>Total Construction Cost</b>	<b>212988</b>	<b>108656</b>	<b>97122</b>	<b>7210</b>	
<b>Cost per Unit</b>	<b>212988</b>	<b>108656</b>	<b>97122</b>	<b>7210</b>	
Developer's Fee (capped at 20%)	17012	5844	2878	8290	
<b>Total Cost/Unit</b>	<b>230000</b>	<b>114500</b>	<b>100000</b>	<b>15500</b>	
<b>Total Debt Service</b>					
Debt Coverage Ratio					