GRANT CONTRACT 2025-R15-WHC
BETWEEN
THE METROPOLITAN GOVERNMENTOF 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 preserving affordable housing as further defined in the "SCOPE OF PROGRAM." Recipient will be rehabilitating **a minimum of 100** Barnes Fund affordable homes located at **various address located throughout Davidson County**, hereinafter referred to as the "Project'. The Recipient's grant budget is 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 forgivable lien in accordance with A.6.b. below.

A.2. The Recipient shall use the funds under this grant in accordance with the affordable housing project described in the Scope of Work, which is incorporated herein and attached hereto as Attachment A, and any of its amendments 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 the work scope outlined in Attachment A. These funds shall be expended consistent with the Grant Budget, included in Attachment B. Although some variation in line-item amounts for the Grant is consistent with the Grant Budget, any change greater than 20% of a draw category shall require the prior written approval of the Metro Housing Director. However, in no event will the total amount of the Grant funds provided to Recipient go above the Grant Award amount of **$483,000**.

A.4. This Grant Contract by and through the Housing Trust Fund Commission and the Recipient is expressly limited to the Grant award and for the purposes described herein. Prior to the use of any funds, the property must be properly zoned, and it is the sole responsibility of the Recipient to pursue any necessary rezoning or other land use change. This Grant Contract in no way serves to supersede the authority of the Metro Nashville Planning Commission or the Metropolitan Council's authority to approve or deny zoning or land use changes on the proposed property and shall not be used for such purposes.

A.5. Recipient will allow Metro or a Metro-approved contractor to conduct on-site inspections of the Recipient and Project for compliance Barnes program.

Exhibit D

A.6. Requirements for Owner-Occupied Rehabilitation Projects:

a. Recipient shall ensure that initial homeowners are income-eligible at the time of application. Income-eligible is defined as households with incomes in the targeted income range provided in Attachment but in no circumstance exceeding below 80% of the Area Median Income (AMI), adjusted by household size. The AMI is established annually by the U.S. Department of Housing and Urban Development, and Recipient shall follow the AMI in effect at the time of each homeowner's application.

b. Recipient shall record a lien and enter into a cost recapture agreement with the homeowner according to the following schedule. The lien term shall commence on the date all work on the home is completed.

Barnes Investment	$10,000 - $19,999	$20,000 - $29,999	$30,000 - $39,999	$40,000 - $49,999	$50,000 - $59,999	$60,000 - $69,999	≥$70,000
Lien	2 years	3 years	4 years	5 years	6 years	7 years	8 years

c. At a minimum, Recipient shall undertake marketing and outreach and housing stability efforts and implement application criteria as specified in Recipient's grant application.

A.7. Property Standards

a. Work undertaken with the Grant Award must have a 1-year warranty. This warranty guarantees that the rehabilitation work will be free form defects in materials and workmanship for at least one year from the completion date.

b. Recipient shall correct all Code issues identified within the scope of work.

c. All projects must meet all applicable state and local codes, rehabilitation standards (if applicable), ordinances and zoning requirements and mitigate disaster impact, as applicable, per state and local codes, ordinances, etc.

d. Recipient must incorporate all Universal Design elements specified in Recipient's grant application, which are incorporated herein.

e. Recipient must incorporate, at a minimum, all energy efficiency, and sustainability practices and standards specified in Recipient's grant application, which are incorporated herein.

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.

B.2. Contract Extensions. Recipient must notify Barnes Fund staff at least ninety (90) days prior to contract expiration of its request to extend the contract term. Each additional contract term cannot exceed twelve (12) months. Contract extensions must be approved by the Metropolitan Trust Fund Commission and the Metro Council.

B.3. Contract Completion. The Contract Completion date is the date in which Metro has paid the final invoice.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of Metro under this Grant Contract exceed **Four Hundred Eighty-Three Thousand Dollars ($483,000)** "Grant Award". The Grant Budget, attached and incorporated herein as part of Attachment B, details the project budget, and the Grant Award 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.

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**

1) **Construction Grant Draw Schedule**

- Recipient shall submit draw requests in accordance with the Draw Schedule provided in Attachment C. Changes to the Draw Schedule shall require an amendment to the Grant Contract.

- Before a draw can be made, there must be a physical inspection of the Project by Metro or an approved designee unless otherwise specified in the Draw Schedule. The inspection must confirm appropriate completion of the Project.

2) **Construction Grant Draw Process**

- Recipient must submit draw requests in the form and according to the directions provided by Metro. All draw requests must be supported by appropriate documentation as specified in the Draw Schedules.

- All invoices shall be sent BFPayments@nashville.gov.
- 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 unless a contract extension has been approved by the Metro Council. 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 project completion in conjunction with the submission of the final draw on the award. 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. It should detail the outcomes of the activities funded under this Grant Contract.

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.8. 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.9. Procurement. 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 or other acceptable purchasing and procurement standard operating procedures. Recipient has provided Metro with all plans and specifications needed for these procurement purposes which are deemed acceptable. 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.10. Public Meetings. At the reasonable request of Metro, Recipient agrees to attend public

meetings, neighborhood meetings, and other events regarding this Project.

C.11. Recognition. 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 is funded in part by the Barnes Affordable Housing Trust Fund of the Metropolitan Government of Nashville & Davidson County.
Metropolitan Housing Trust Fund Commission
Freddie O'Connell, 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 Recipient 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 Recipient. 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 during the term of the contract and throughout the affordability period. 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. Recipient will be required to provide annual progress reports no later than July 15 of each year. The progress report should summarize activity that occurred during the previous fiscal year (July 1 – June 30). Said report shall be in a form provided by Metro. In addition, Recipient shall submit a Close-out Expenditure and Narrative Report as provided in section C.4 above detailing 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. Recipient'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 Recipient 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:

Metropolitan Housing Trust Fund Commission / Barnes Housing Trust Fund Planning Department – Housing Division
PO Box 196300
Nashville, TN 37219
BarnesFund@nashville.gov

Recipient:

Westminster Home Connection
Keith Branson, Executive Director
3900 West End Ave.
Nashville, TN 37205
615-693-2153
BF@westminsterhomeconnection.org

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

a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension,

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

b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. The Recipient shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all subcontractors of federally appropriated funds shall certify and disclose accordingly.

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

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THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

APPROVED AS TO PROGRAM SCOPE:

Peter Westerholm, Chair
Metropolitan Trust Fund Commission

APPROVED AS TO AVAILABILITY OF FUNDS:

Jenneen Reed, Director
Department of Finance

APPROVED AS TO FORM AND LEGALITY:

Assistant Metropolitan Attorney

APPROVED AS TO RISK AND INSURANCE:

Director of Risk Management Services

APPROVED BY METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Metropolitan Clerk

RECIPIENT:

Westminster Home Connection

By: Keith Branson

Title: Executive Director

Sworn to and subscribed to before me a Notary Public, this 25 day of August, 2025.

[Notary Public seal]

RYAN BROOKS
TENNESSEE NOTARY PUBLIC
My Comm Exp March 9, 2027
COUNTY OF DAVIDSON

Notary Public

Ryan Brooks

My Commission expires 3/9/27

ATTACHMENT A

Barnes Housing Trust Fund Scope of Work

Contract Number: 2025-R15-WHC

Funding Round Number: 15

Organization Name: Westminster Home Connection

Project Location: Various addresses TBD within Davidson County

Project Type: Homeowner Rehab

Grant Award: $483,000

Metro Property Award: N/A

Total Number of Units: A minimum of 100

Total Number of Barnes Fund Units by Income Target:

≤ 30% AMI	≤ 50% AMI	51-80% AMI	Total
	Minimum of 50	Minimum of 100	Minimum of 100

Deeply Affordable Housing: Recipient commits to assisting at least half (50%/minimum of 50) of all homeowners with incomes at or below 50% AMI.

Project Summary: Project will provide critical home repairs and mobility modifications in at least 100 homes. The project will preserve affordable housing and promote aging in place for low-income older adults and people with disabilities. The scope of work will be tailored to each home, focusing on safety, structural, and accessibility needs. Repairs will include roofing, flooring, plumbing, electrical work, HVAC, bathroom modifications, wheelchair ramps, and other mobility enhancements.

ATTACHMENT B

Barnes Housing Trust Fund Grant Budget

Sources and Uses Statement Sources of Funds	Amount	Percentage of Total	Status (Secured/Pending)
Barnes Housing Trust Fund	$ 483,000	70%	Pending
Developer Equity	$	%	
Private Lender	$	%	
Low-Income Housing Tax Credits (LIHTC)/etc.	$	%	
Federal Home Loan Bank/etc.	$	%	
Other Local/State Grants	$	%	
Matching Funds are	$ 217,000	30%	Secured
available from National			
Christian Foundation			
Memorial Foundation			
West End Home			
Foundation and			
Internal Funds			
Total Sources	**$** 700,000	100%	
Uses of Funds	**Amount**	**Percentage of Total**	
Acquisition Costs	$	%	
Construction Costs	$ 640,000	91.5%	
- Site Work	$	%	
- Vertical Construction	$	%	
- Contingency	$	%	
Soft Costs	$	%	
- Architecture & Engineering	$	%	
- Legal and Permitting	$	%	
- Developer Fee	$	% (Max 20% of Barnes)	
Barnes Fund	$ 42,000	6%	
Matching Funds	$ 18,000	2.5%	
Reserves (Operating/Replacement)	$	%	
Total Uses	**$ 700,000**	100%	

Exhibit D

ATTACHMENT C

Barnes Housing Trust Fund Draw Schedule

The following percentages are based on the Barnes Fund grant award.

Draw #	% of Grant	Milestone
1*	25%	Construction expenses at completion of Phase 1 homes.
2*	25%	Construction expenses at completion of Phase 2 homes.
3*	25%	Construction expenses at completion of Phase 3 homes.
4*	25%	Construction expenses at completion of Phase 4 homes.

*If a project requires a permit, the work must pass inspection by Metro Codes.

Note: Recipient must provide the number of homes to be included in each draw phase prior to the first draw. All draw requests must be inspected by Metro or a third-party inspector contracted with Metro prior to the release of funds. All draw requests require documentation and are paid on a reimbursable basis.

Required Documents

The following are required items pursuant to Metropolitan Code 5.04.070:

1. A copy of the nonprofit's corporate charter or other articles, constitution, bylaws, or instruments of organization;

2. A copy of a letter from the Internal Revenue Service evidencing the fact that the organization is a nonprofit, tax-exempt organization under the Internal Revenue Code of 1986, as amended;

3. A statement of the nature and extent of the organization's program that serves the residents of the metropolitan government;

4. The proposed use of the funds to be provided by the metropolitan government (Provided in Attachment A);

5. The proposed budget of the organization, indicating all sources of funds and a line-item identification of the proposed expenditure of metropolitan government funds (Provided in Attachment B);

6. A copy of the nonprofit's annual audit or other required financial documentation described in Metro Code subsection 5.04.070(E).

CHARTER
NONPROFIT CORPORATION (ss-4418)

Division of Business Services
Tre Hargett, Secretary of State
State of Tennessee
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102
(615) 741-2286

Filing Fee: $100

For Office Use Only

Control # 000706192
SUBMISSION PENDING
FILED
Amount Due: $100.00
Please file before 02/14/2013

The undersigned, acting as incorporator(s) of a nonprofit corporation under the provisions of the Tennessee Nonprofit Corporation Act, adopt the following Articles of Incorporation.

1. The name of the corporation is: Westminster Home Connection

2. Name Consent: (Written Consent for Use of Indistinguishable Name)
☐ This entity name already exists in Tennessee and has received name consent from the existing entity.

3. This company has the additional designation of:

4. The name and complete address of its initial registered agent and office located in the State of Tennessee is:
TERRY RAPPUHN
3900 W END AVE
NASHVILLE, TN 37205-1801
DAVIDSON COUNTY

5. Fiscal Year Close Month: December **Period of Duration:** Perpetual

6. If the document is not to be effective upon filing by the Secretary of State, the delayed effective date and time is:
(none) (Not to exceed 90 days)

7. The corporation is not for profit.

8. Please complete all of the following sentences by checking one of the two boxes in each sentence:
This corporation is a ☑ public benefit corporation / ☐ mutual benefit corporation.
This corporation is a ☑ religious corporation / ☐ not a religious corporation.
This corporation will ☐ have members / ☑ not have members.

9. The complete address of its principal executive office is:
3900 W END AVE
NASHVILLE, TN 37205-1801
DAVIDSON COUNTY

(Note: Pursuant to T.C.A. §10-7-503 all information on this form is public record.)

Exhibit D

STATE OF TENNESSEE
Tre Hargett, Secretary of State
Division of Business Services
William R. Snodgrass Tower
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102

Westminster Home Connection
3900 W END AVE
NASHVILLE, TN 37205-1801

February 1, 2013

Filing Acknowledgment

Please review the filing information below and notify our office immediately of any discrepancies.

SOS Control # :	**706192**	Formation Locale:	TENNESSEE
Filing Type:	Corporation Non-Profit - Domestic	Date Formed:	02/01/2013
Filing Date:	02/01/2013 10:18 AM	Fiscal Year Close:	12
Status:	Active	Annual Report Due:	04/01/2014
Duration Term:	Perpetual	Religious Corp:	Yes
Public/Mutual Benefit:	Public	Image # :	7139-2767
Business County:	DAVIDSON COUNTY		

Document Receipt

Receipt # : 896607	Filing Fee:	$100.00
Payment-Check/MO - WESTMINSTER PRESYTERIAN CHURCH, NASHVILLE, TN		$100.00

Registered Agent Address:
TERRY RAPPUHN
3900 W END AVE
NASHVILLE, TN 37205-1801

Principal Address:
3900 W END AVE
NASHVILLE, TN 37205-1801

Congratulations on the successful filing of your **Charter** for **Westminster Home Connection** in the State of Tennessee which is effective on the date shown above. You must also file this document in the office of the Register of Deeds in the county where the entity has its principal office if such principal office is in Tennessee. Visit the TN Department of Revenue website (apps.tn.gov/bizreg) to determine your online tax registration requirements.

You must file an Annual Report with this office on or before the Annual Report Due Date noted above and maintain a Registered Office and Registered Agent. Failure to do so will subject the business to Administrative Dissolution/Revocation.

Tre Hargett
Secretary of State

Processed By: Cheryl Donnell

Exhibit D

CHARTER
NONPROFIT CORPORATION (ss-4418)

Division of Business Services
Tre Hargett, Secretary of State
State of Tennessee
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102
(615) 741-2286

Filing Fee: $100

For Office Use Only

Control # 000706192
SUBMISSION PENDING

Amount Due: $100.00
Please file before 02/14/2013

The name of the corporation is: Westminster Home Connection

10. The complete mailing address of the entity (if different from the principal office) is:
3900 W END AVE
NASHVILLE, TN 37205-1801

11. List the name and complete address of each incorporator:

Title	Name	Business Address	City, State, Zip
Incorporator	Jonathan E Motley	1204 17TH AVENUE SOUTH	NASHVILLE, TN 37212

12. School Organization: (required if the additional designation of "School Organization - Exempt" is entered in section 3.)

- ☐ I certify that pursuant to T.C.A. §49-2-611, this nonprofit corporation is exempt from the $100 filing fee required by T.C.A. §48-51-303(a)(1).
- ☐ This nonprofit corporation is a "school support organization" as defined in T.C.A. §49-2-603(4)(A).
- ☐ This nonprofit corporation is an educational institution as defined in T.C.A. §48-101-502(b).

13. Insert here the provisions regarding the distribution of assets upon dissolution:
In the event of dissolution of the Corporation, all assets will be distributed to another nonprofit organization with a similar purpose.

14. Other Provisions: Statement of additional provisions are attached hereto and specifically incorporated herein.

(Note: Pursuant to T.C.A. §10-7-503 all information on this form is public record.)

Jan 15, 2013 4:22PM
Signature Date

Incorporator's Signature

Jonathan E Motley
Incorporator's Name (printed or typed)

Exhibit D

Supplemental Provisions To Westminster Home Connection Charter
Control No. 000706192

14(a). Westminster Home Connection is organized exclusively for charitable, religious, educational, and/or scientific purposes under section 501(c)(3) of the Internal Revenue Code.

14(b) No part of the net earnings of Westminster Home Connection shall ensure to the benefit of or be distributable to its members, trustees, directors, or other private persons, except that the organization shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the exempt purposes (charitable, educational, religious and/or scientific). No substantial part of the activities of the organization shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the organization shall not participate in or intervene in (including the publication or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provisions of these articles, Westminster Home Connection shall not carry on any other activities not permitted to be carried on (a) by an organization exempt under section 501(c)3 of the Internal Revenue Code, or the corresponding section of any future tax code, or (b) by an organization, contributions to which are deductible under section 170(c)2 of the Internal Revenue Code or the corresponding section of any future tax code.

14(c) Upon the dissolution of Westminster Home Connection, the organization's assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)3 of the Internal Revenue Code or corresponding section of any future federal tax code or shall be distributed to the federal government or to a state or local government for a public purpose.

Jonathan Motley
Incorporator

Exhibit D

ACTION TAKEN ON WRITTEN CONSENT
OF THE INCORPORATOR OF
WESTMINSTER HOME CONNECTION

In lieu of the organizational meeting of the Incorporator of Westminster Home Connection (the "Company"), a Tennessee not for profit corporation, the Incorporator, in accordance with the provisions of Section 48-52-105 of the Tennessee Business Corporation Act, hereby unanimously consents to taking action without a meeting, by written consent, and hereby takes the following actions:

1. Approval of Charter of the Company.

RESOLVED: That the Charter of the Company filed with the Secretary of State of Tennessee on February 1, 2013, be, and it is hereby, accepted by the Incorporator as the Charter of the Company.

2. Election of Trustee Directors.

RESOLVED: That the following individuals be, and are hereby, elected to serve as the initial Trustee Directors of the Company until the first annual meeting or until their successor(s) are duly elected and qualified:

Reed Campbell
3900 West End Avenue
Nashville, TN 37205

John Van Mol
3900 West End Avenue
Nashville, TN 37205

Steve Sullivan
3900 West End Avenue
Nashville, TN 37205

Donovan Drake
3900 West End Avenue
Nashville, TN 37205

Derek Bryant
3900 West End Avenue
Nashville, TN 37205

Stephanie Hardcastle
3900 West End Avenue
Nashville, TN 37205

Claire Harris
3900 West End Avenue
Nashville, TN 37205

Joe Gaines
3900 West End Avenue
Nashville, TN 37205

Jim Hartman
3900 West End Avenue
Nashville, TN 37205

Terry Rappuhn
3900 West End Avenue
Nashville, TN 37205

Scott Portis
3900 West End Avenue
Nashville, TN 37205

[Remainder of Page Intentionally Left Blank. Execution Page Follows.]

Exhibit D

The undersigned, being the sole Incorporator of the Company, by signing this consent, waives all notice of the date, time, and place of the organizational meeting of the Incorporator and consents to the transaction of the business of said meeting by written consent of the said sole Incorporator in lieu of such meeting. This written consent of the Incorporator of the Company shall be included in the minute book of the Company.

Date: February 1, 2013

APPROVED AND CONSENTED TO:

Jonathan E. Motley
Sole Incorporator of the Company

Exhibit D

BYLAWS OF WESTMINSTER HOME CONNECTION

Original: February 1, 2013
Revised: September 8, 2016
Revised: January 8, 2020
Revised: December 1, 2022

Article I. Name

The name of this organization shall be Westminster Home Connection.

Article II. Purposes

The mission of Westminster Home Connection, which is organized exclusively for charitable purposes within the meaning of Section 501 of the Internal Revenue Code, shall be to engage in the following ministry:

To be an instrument of God's grace to those residents of middle Tennessee who have home repair, home modification or home maintenance needs and who are substantially limited in their ability to address those needs due to their age, economic situation, health, mobility or other issues.

No part of the net earnings of Westminster Home Connection shall inure to the benefit of or be distributable to its members, trustees, directors, or other private persons, except that the organization shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the exempt purposes (charitable, educational, religious and/or scientific). No substantial part of the activities of the organization shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the organization shall not participate in or intervene in (including the publication or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provisions of these articles, Westminster Home Connection shall not carry on any other activities not permitted to be carried on (a) by an organization exempt under section 501(c)3 of the Internal Revenue Code, or the corresponding section of any future tax code, or (b) by an organization, contributions to which are deductible under section 170(c)2 of the Internal Revenue Code or the corresponding section of any future tax code.

Article III. Relationship to Westminster Presbyterian Church in Nashville, Tennessee of the Presbyterian Church (USA), referred to herein as "WPC"

The Session acknowledges that Westminster Home Connection is a validated mission of Westminster Presbyterian Church, Nashville, Tennessee. Westminster Home Connection relates and reports to Westminster Presbyterian Church, Nashville Tennessee, through its Session, which will provide oversight for Westminster Home Connection, its programs and its financial integrity. The day-to-day management of Westminster Home Connection shall be the responsibility of the Board.

Article IV. Trustees

Section 1. *Administration.* The ministry and business of this organization shall be governed by a voluntary Board of Trustees, referred to herein as the "Board." As Trustees, their role is to further the organization's purposes described in Article II.

Section 2. *Membership.* There shall be at least seven (7) Trustees. All of the Trustees shall be approved by WPC through WPC's Session. At least two thirds (2/3) of the members of the Board shall be made up of persons who are WPC members, or ordained or non-ordained staff of WPC. Any paid employee (as opposed to unpaid volunteer) of Westminster Home Connection shall be ineligible to serve on the Board. However, nothing shall prohibit the Board from inviting employees of Westminster Home Connection from participating in Board or committee meetings in a non-voting advisory function. Employees of WPC, including ordained and non-ordained staff, are eligible to serve on the Board.

Section 3. *Nominations.* Each new Trustee or class of Trustees will be nominated by the Westminster Home Connection Board, in consultation and coordination with the WPC Nominating Committee. The Trustees shall be approved by the WPC Session.

Section 4. *Terms of Service.* The term of service for Trustees will be three years. Terms of service shall begin and end on the dates determined by the Board, in consultation with the WPC Session, coincident with the WPC Session's annual approval cycle for ministries of WPC. Trustees may serve more than one term. Trustees may serve no more than six consecutive years. After serving six consecutive years, trustees may not serve again for at least one year. Trustees shall serve without compensation, but shall be entitled to reimbursement of expenses incurred by them in performance of their duties.

Section 5. *Responsibilities.*

<u>Board of Trustees (Collectively)</u>:

1. Planning and Policy Decisions:
    - Mission: Strategic plan, personnel, program goals, volunteer training, and management
2. Supervise and manage the position of Director
3. Financial Development
    - Manage the organization, setting the annual and capital budget
    - Fundraising: Churches, foundations, individuals and other
4. Accountability
    - Annual review of program

Exhibit D

- Training and orientation of new Board members

Board Member (Individually):

1. Understand mission, goals and program of the ministry

   - Regular attendance of Board meetings

   - Communicate ministry to congregations, governing bodies and local interested entities

2. Be a contributing member of the ministry

Article V. Officers

Section 1. *Designated Positions.* The officers of the organization shall be a Chairperson, a Secretary, a Treasurer, a Director, and a Vice-Chairperson.

The Chairperson office also carries the title, duties and responsibilities of President for purposes of Tennessee nonprofit corporation laws and regulations. The Chairperson and Treasurer offices may be held by a single Trustee, and the Secretary and Treasurer offices may be held by a single Trustee. The offices of Chairperson and Secretary may not be held by the same person.

Section 2. *Eligibility.* An individual must be a Trustee and have been active in the ministry to be eligible to be elected as Chairperson.

Section 3. *Election of Officers.* The Board elects the officers of Westminster Home Connection and reports the election to the Session of WPC.

Section 4. *Director.* The Director reports to the Board. The Board is responsible for hiring or retaining, supervising, and terminating the employment of or relationship with the Director. The Director may be a paid or a volunteer position, and even if a volunteer, shall be considered as an employee of Westminster Home Connection for purposes of these bylaws.

Duties of Director:

a. To guide and direct the activities of Westminster Home Connection on a day-to-day basis subject to the oversight of the Board.

b. To carry out the policies of the Board.

c. To perform such other duties that normally pertain to the office.

Section 5. *The Chairperson.*

Duties of the Chairperson:

a. To meet regularly with the Director to provide direction, insight and feedback on Westminster Home Connection activities.

Exhibit D

b. To ensure that the Session is regularly informed of the activities of Westminster Home Connection.

c. To perform other duties as may be delegated by the Board.

Section 6. *The Secretary.*

Duties of the Secretary:

a. To keep the minutes of proceedings of the Board,

b. To give notice of meetings as required by the bylaws or as required by law,

c. To maintain a record of the name and address of each member of the Board, and

d. To keep any other official records of the Westminster Home Connection as may be required from time to time.

Section 7. *The Treasurer.*

Duties of the Treasurer:

a. To keep or oversee the financial records of Westminster Home Connection. This includes the following:

- Preparation of the annual budget under the direction of the Board,
- Providing regular financial reports to the Board,
- To ensure that Westminster Home Connection has designed a system of internal controls over financial matters.

Section 8. *The Vice-Chairperson.*

Duties of the Vice-Chairperson:

a. To meet regularly with the Director and Chairperson to provide direction, insight and feedback on Westminster Home Connection activities.

b. To assist the Chairperson in his or her duties.

c. To perform other duties as may be delegated by the Board.

Section 9. *Removal.*

Upon the affirmative vote of the majority of the members of the Board, at a regular or special meeting of the Board, any officer or agent elected, appointed, or employed may be removed at any time and within the period, if any, for which such person was elected, appointed, or employed whenever in the Board's judgment it is in the best interests of Westminster Home Connection. If the office of any officers becomes vacant for any reason, the vacancy shall be filled by the Board.

Article VI. Committees

Section 1. *Establishment.* The Board will establish Committees of the Board as deemed necessary.

Section 2. *Membership.* The Board will appoint members to any Board Committees. Committee members may be Trustees but are not required to be Trustees.

Section 3. *Duties.* The Board will specify the duties of any Board Committee at the time the Committee is established. The Board will revise the duties of Committees as necessary.

Article VII. Meetings

Section 1. *Time of Regular Meetings.* There shall be at least four (4) regularly held meetings of the Board during each calendar year, on dates determined from time to time by the Board.

Section 2. *Special Meetings Convened.* Special meetings of the Board must be preceded by no less than two days notice to each Trustee, either by phone, e-mail or mail. Special meetings may be called only if requested by three or more Trustees.

Section 3. *Notice.* Notice of all meetings of the Board shall be in writing or other form of acceptable communication and shall state the place, date and hour of the meetings. The notice shall indicate that it is being issued by or at the direction of the persons calling the meeting, unless the meeting was set at a previous Board meeting. Notice of all special meetings of members shall state the purpose or purposes for which the meeting is called.

Section 4. *Majority Vote.* Except as specifically set forth herein, proposals shall be put forth at meetings and will be decided upon by a majority vote of those present. If the number of Trustees present or otherwise voting shall be even, half of such number shall be deemed to be a majority.

Section 5. *Quorum.* A majority of the Board shall constitute a quorum.

Section 6. *Minutes.* The minutes of meetings of the Board shall be presented in writing to the Board at the next regular meeting.

Section 7. *Informal Action in Lieu of Meeting.* Any action that may be taken at a meeting of the Board may be taken without a meeting, if a majority of the Trustees shall provide their written consent (which may be by email or other electronic means) referencing or setting forth the

action so taken. All sitting Trustees shall be provided a copy of the proposed action as well as notification as to whether or not the proposed action was approved.

Section 8. *Virtual Meeting Policy*. The Chairperson may convene a "virtual" meeting of the Board for any regular or special meeting. A "virtual" meeting may be undertaken by any method that allows all participants in the meeting to speak and to be heard, and may include telephone conference call, video or online calling, or other method acceptable to the Board and deemed by the Chairperson to be reasonably available to all participants.

Article VIII. Resignations

Section 1. *Written Resignation*. Resignations of Trustees, officers and committee members shall be in writing to the Session of WPC with a copy to the Board and shall take effect upon receipt by the Session. In addition, upon the affirmative vote of two-thirds (2/3) of the Board, at a regular or special meeting, any Trustee may be removed for just cause as determined by the Board in its exercise of discretion.

Article IX. Conflict of Interest Policy

These bylaws incorporate by reference the Westminster Home Connection Conflict of Interest Policy attached hereto as Exhibit A.

Article X. Dissolution

Upon the dissolution of Westminster Home Connection, the organization's assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)3 of the Internal Revenue Code or corresponding section of any future federal tax code or shall be distributed to the federal government or to a state or local government for a public purpose.

Article XI. Indemnification

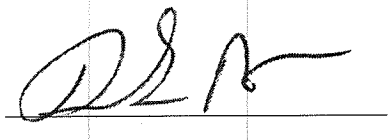
Each person who is or was a trustee/director, officer, or employee of Westminster Home Connection (including the heirs, executors, administrators, or estates of such person) shall be indemnified by Westminster Home Connection to the full extent permitted by the Tennessee Nonprofit Corporation Law (as set forth at Tenn. Code Ann. Secs. 48-58-501 *et seq.*) against any liability, cost, or related expense incurred in the capacity as trustee/director, officer, or employee, or arising out of the status as a trustee/director, officer, or employee. The determination of whether indemnification is permitted pursuant to the Law shall be made in accordance with Tenn. Code Ann. Sec. 48-58-506 by either: i) a majority vote of a quorum consisting of the disinterested trustees; ii) by a majority vote of a committee duly designated by the Board of Trustees; or iii) by independent special counsel.

Article XII. Amendments

These bylaws may be altered or amended as follows: The Westminster Home Connection Board proposes bylaw amendments. Westminster Home Connection bylaw amendment proposals require the affirmative vote of two-thirds of the Trustees present at any meeting of the Board where there is quorum, provided that notice of the proposed amendments be contained in the notice for the

meeting. Any proposed amendment(s) will be presented in writing to the Session of WPC for final approval. The proposed amendment(s) will take effect upon action by the Session of WPC.

THESE BYLAWS HAVE BEEN ADOPTED BY WRITTEN CONSENT OF THE BOARD OF TRUSTEES, effective as of the 1st day of February, 2013.



Derek Bryant, Chair
December 1, 2022 Revision

Exhibit D

IRS Department of the Treasury
Internal Revenue Service

CINCINNATI OH 45999-0038

In reply refer to: 0248222119
July 21, 2017 LTR 4168C 0
46-1795939 000000 00
00023921
BODC: TE

WESTMINSTER HOME CONNECTION
% TERRY RAPPUHN
3900 W END AVE
NASHVILLE TN 37205

013053

Employer ID Number: 46-1795939
Form 990 required: Yes

Dear Taxpayer:

This is in response to your request dated July 12, 2017, regarding your tax-exempt status.

We issued you a determination letter in June, 2017, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

Our records also indicate you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections 509(a)(1) and 170(b)(1)(A)(vi).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If a return is required, you must file Form 990, 990-EZ, 990-N, or 990-PF by the 15th day of the fifth month after the end of your annual accounting period. IRC Section 6033(j) provides that, if you don't file a required annual information return or notice for three consecutive years, your exempt status will be automatically revoked on the filing due date of the third required return or notice.

For tax forms, instructions, and publications, visit www.irs.gov or call 1-800-TAX-FORM (1-800-829-3676).

If you have questions, call 1-877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific Time).

Exhibit D

0248222119
July 21, 2017 LTR 4168C 0
46-1795939 000000 00
00023922

WESTMINSTER HOME CONNECTION
% TERRY RAPPUHN
3900 W END AVE
NASHVILLE TN 37205

Sincerely yours,

Doris P. Kenwright

Doris Kenwright, Operation Mgr.
Accounts Management Operations 1

Exhibit D

Westminster Home Connection
Mission Statement

Westminster Home Connection repairs, modifies, and preserves the homes of older adults and people with disabilities to age in place safely and with dignity, while encouraging and enabling others to do the same.

Statement of Services

Westminster Home Connection provides critical home repairs and mobility modifications for low-income older adults and people with disabilities in Davidson County, serving at least 100 homes through this project. As a licensed Home Improvement contractor, Westminster addresses repair and accessibility needs, such as roofing, plumbing, HVAC, accessibility ramps, and ADA toilets, to preserve affordable housing and support aging in place.

Exhibit D

WESTMINSTER HOME CONNECTION

FINANCIAL STATEMENTS
& INDEPENDENT AUDITOR'S REPORT

DECEMBER 31, 2024 and 2023

Exhibit D

WESTMINSTER HOME CONNECTION

TABLE OF CONTENTS

Exhibit D

MULLINS CLEMMONS & MAYES, PLLC

CERTIFIED PUBLIC ACCOUNTANTS

INDEPENDENT AUDITOR'S REPORT

To the Board of Trustees of
Westminster Home Connection:

Opinion

We have audited the accompanying financial statements of Westminster Home Connection (a nonprofit corporation) ("Home Connection"), which comprise the statements of financial position as of December 31, 2024 and 2023, and the related statements of activities and changes in net assets, cash flows and functional expenses for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Westminster Home Connection as of December 31, 2024 and 2023, and the changes in its net assets and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Westminster Home Connection and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Westminster Home Connection's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibility for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists.

340 Seven Springs Way, Suite 720 Brentwood, Tennessee 37027
(615) 370-8576 FAX (615) 370-8579
www.mcmpllc.com

Exhibit D

The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements, including omissions, are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Westminster Home Connection's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Westminster Home Connection's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Other Information Included in Home Connection's Annual Report

Management is responsible for the other information included in the Organization's annual report. The other information comprises the Financial Highlights included in the annual report but does not include the financial statements and our auditor's report thereon. Our opinion on the financial statements does not cover the other information, and we do not express an opinion or any form of assurance on it. In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Mullins Clemmons & Mayes, PLLC

Brentwood, Tennessee
March 6, 2025

WESTMINSTER HOME CONNECTION

STATEMENTS OF FINANCIAL POSITION
DECEMBER 31, 2024 AND 2023

	2024	2023
ASSETS		
Cash and cash equivalents	$ 1,145,294	$ 918,355
Certificates of deposit, including accrued interest	358,076	350,279
Promises to give, net	268,420	437,308
Grants receivable	142,394	92,778
Prepaid expenses and other assets	5,225	1,855
Property and equipment, net	60,916	80,503
TOTAL ASSETS	$ 1,980,325	$ 1,881,078
LIABILITIES AND NET ASSETS		
Accounts payable	28,010	22,479
Accrued payroll	53,160	32,970
Accrued compensated absences	5,141	3,856
Other accrued expenses	-	16,897
Total liabilities	86,311	76,202
NET ASSETS:		
Without donor restrictions		
Undesignated	118,533	142,453
Designated by the Board for operating reserve	750,000	650,000
Total net assets without donor restrictions	868,533	792,453
With donor restrictions	1,025,481	1,012,423
Total net assets	1,894,014	1,804,876
TOTAL LIABILITIES AND NET ASSETS	$ 1,980,325	$ 1,881,078

The accompanying notes are an integral part of the financial statements.

Exhibit D

WESTMINSTER HOME CONNECTION

STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS
FOR THE YEAR ENDED DECEMBER 31, 2024

	Without Donor Restrictions	With Donor Restrictions	Total
REVENUE, SUPPORT AND GAINS:			
Contributions	$ 612,496	$ 622,433	$ 1,234,929
State and local contracts and grants	121,692	-	121,692
Investment income	51,189	-	51,189
Total	785,377	622,433	1,407,810
Net assets released due to satisfaction of restrictions	609,375	(609,375)	-
Total revenue, support and gains	1,394,752	13,058	1,407,810
EXPENSES:			
Program services	1,060,640	-	1,060,640
Fundraising	16,225	-	16,225
Management and general	241,807	-	241,807
Total expenses	1,318,672	-	1,318,672
CHANGE IN NET ASSETS	76,080	13,058	89,138
NET ASSETS:			
Beginning	792,453	1,012,423	1,804,876
Ending	$ 868,533	$ 1,025,481	$ 1,894,014

The accompanying notes are an integral part of the financial statements.

Exhibit D

WESTMINSTER HOME CONNECTION

STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS
FOR THE YEAR ENDED DECEMBER 31, 2023

	Without Donor Restrictions	With Donor Restrictions	Total
REVENUE, SUPPORT AND GAINS:			
Contributions	$ 743,896	$ 738,849	$ 1,482,745
State and local contracts and grants	88,790	-	88,790
Investment income	21,505	-	21,505
Total	854,191	738,849	1,593,040
Net assets released due to satisfaction of restrictions	201,299	(201,299)	-
Total revenue, support and gains	1,055,490	537,550	1,593,040
EXPENSES:			
Program services	825,148	-	825,148
Fundraising	15,879	-	15,879
Management and general	169,943	-	169,943
Total expenses	1,010,970	-	1,010,970
CHANGE IN NET ASSETS	44,520	537,550	582,070
NET ASSETS:			
Beginning	747,933	474,873	1,222,806
Ending	$ 792,453	$ 1,012,423	$ 1,804,876

The accompanying notes are an integral part of the financial statements.

Exhibit D

WESTMINSTER HOME CONNECTION

STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2024 AND 2023

	2024	2023
CASH FLOWS FROM OPERATING ACTIVITIES:		
Change in net assets	$ 89,138	$ 582,070
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation expense	19,587	9,207
Noncash donation of fixed asset	-	(8,500)
Accrued interest on certificates of deposit	(13,287)	(16,458)
Net changes in other operating assets and liabilities:		
Promises to give	168,888	(57,979)
Grants receivable	(49,616)	70,070
Prepaid expenses and other assets	(3,370)	(701)
Accounts payable and other accrued expenses	(11,366)	13,393
Accrued payroll and compensated absences	21,475	(239)
Net cash (used in) provided by operating activities	221,449	590,863
CASH FLOWS FROM INVESTING ACTIVITIES:		
Redemption of certificates of deposit	353,490	387,799
Purchases of certificates of deposit	(348,000)	(540,000)
Purchases of property and equipment	-	(71,184)
Net cash (used in) provided by investing activities	5,490	(223,385)
NET CHANGE IN CASH AND CASH EQUIVALENTS	226,939	367,478
CASH AND CASH EQUIVALENTS, BEGINNING	918,355	550,877
CASH AND CASH EQUIVALENTS, ENDING	$ 1,145,294	$ 918,355

The accompanying notes are an integral part of the financial statements.

Exhibit D

WESTMINSTER HOME CONNECTION

STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED DECEMBER 31, 2024

	Program Services	Fundraising	Management and General	Total Expenses
Client home expenses	$ 764,931	$ -	$ -	$ 764,931
Salaries and employee benefits	151,692	5,942	78,011	235,645
Occupancy	6,622	45	1,332	7,999
Case manager	34,248	-	-	34,248
Office and legal expenses	4,851	-	32,955	37,806
Other professional services	8,000	-	56,875	64,875
Communications consultant	-	-	29,705	29,705
Development and fundraising	-	10,238	-	10,238
Information technology	-	-	19,118	19,118
Minor tools/construction supplies	10,286	-	-	10,286
Food	690	-	2,594	3,284
Transportation	39,009	-	1,640	40,649
Insurance	19,384	-	8,004	27,388
Miscellaneous	2,273	-	10,639	12,912
Total expenses before depreciation expense	1,041,986	16,225	240,873	1,299,084
Depreciation expense	18,654	-	934	19,588
Total expenses	$ 1,060,640	$ 16,225	$ 241,807	$ 1,318,672

The accompanying notes are an integral part of the financial statements.

Exhibit D

WESTMINSTER HOME CONNECTION

STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED DECEMBER 31, 2023

	Program Services	Fundraising	Management and General	Total Expenses
Client home expenses	$ 573,637	$ -	$ -	$ 573,637
Salaries and employee benefits	134,018	4,630	47,318	185,966
Occupancy	6,824	66	1,110	8,000
Case manager	28,628	-	-	28,628
Office and legal expenses	3,029	-	22,441	25,470
Other professional services	8,000	-	50,989	58,989
Communications consultant	-	-	13,000	13,000
Development and fundraising	-	11,183	-	11,183
Information technology	-	-	17,662	17,662
Minor tools/construction supplies	4,703	-	-	4,703
Food	51	-	1,629	1,680
Transportation	32,238	-	1,440	33,678
Insurance	20,820	-	4,703	25,523
Miscellaneous	4,667	-	8,977	13,644
Total expenses before depreciation expense	816,615	15,879	169,269	1,001,763
Depreciation expense	8,533	-	674	9,207
Total expenses	$ 825,148	$ 15,879	$ 169,943	$ 1,010,970

The accompanying notes are an integral part of the financial statements.

Exhibit D

NOTE 1 – THE ENTITY

Westminster Home Connection ("Home Connection") was established for the purpose of making critical home repairs and mobility modifications for older adults and people with disabilities. Home Connection is chartered as a Tennessee nonprofit corporation and is a validated mission of Westminster Presbyterian Church ("WPC"). Home Connection's Board of Trustees ("Board") is approved by WPC through WPC's Session. At least two thirds of the members of the Board are required to be members or staff of WPC. Home Connection has exemption under section 501(c)(3) of the Internal Revenue Code as a stand-alone tax-exempt entity for federal income tax purposes.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Accounting Periods

All references to 2024 and 2023 in these financial statements refer to the years ended December 31, 2024 and 2023, respectively, unless otherwise noted.

Basis of Accounting

In accordance with accounting principles generally accepted in the United States of America, Home Connection uses the accrual basis of accounting; therefore, revenue is recognized when earned and expenses are recognized when incurred.

Financial Statement Presentation

Home Connection is required to report information regarding its financial position and activities according to the following net asset classifications:

Net assets without donor restrictions – This class includes net assets that are not subject to any donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of Home Connection. These net assets may be used at the discretion of Home Connection's management and Board.

Net assets with donor restrictions – This class includes net assets whose use by Home Connection is subject to donor-imposed restrictions. Some donor restrictions are temporary in nature; those restrictions will be fulfilled by actions of Home Connection pursuant to those restrictions or by the passage of time. Home Connection has no donor restrictions that are perpetual in nature, whereby the donor has stipulated those resources be maintained in perpetuity.

Donor restricted contributions are reported as increases in net assets without donor restrictions if the restrictions expire in the reporting period in which the revenue is recognized.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Financial Statement Presentation (Continued)

All other donor-restricted contributions are reported as increases in net assets with donor restrictions, depending on the nature of the restrictions. When a restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions and reported in the statement of activities as net assets released from restrictions.

Cash and Cash Equivalents

For purposes of the statement of cash flows, cash and cash equivalents consist of cash held in bank accounts and money market funds that invest in U.S. government securities, which are neither held for nor restricted by donors for long-term purposes. Though the money market funds invest in U.S. government securities, the funds themselves are not federally insured. Home Connection may, at times, maintain bank account balances more than federally insured limits. However, Home Connection has not experienced any losses in such accounts, and believes it is not exposed to any significant credit risk related to cash and cash equivalents.

Contributions and Promises to Give

Contributions are recognized when cash, securities or other assets, an unconditional promise to give, or notification of a beneficial interest is received. Contributions that are restricted by the donor are reported as increases in net assets without donor restrictions if the restrictions expire in the calendar year in which the contributions are recognized. All other donor-restricted contributions are reported as increases in net assets with donor restrictions. When a restriction expires, net assets with donor restrictions are reclassified to net assets without donor restrictions.

Promises to give are recorded at fair value. The fair value of promises to give, which are payable within one year, is generally considered to be the same as the net realizable value of the promises. The fair value of promises to give, which are payable over a period greater than one year, is estimated by discounting the future cash flows using the federal prime rate. At December 31, 2024 and 2023, this discount rate used was 7.5% and 8.5%, respectively. The discount is amortized on the straight-line basis over the promise period, with the discount amortization being recorded as a component of contributions.

Home Connection uses the allowance method to determine uncollectible unconditional promises to give. The allowance is based on historical experience, an assessment of economic conditions, and management's analysis of specific promises made. Promises to give are written off when deemed uncollectible. At December 31, 2024 and 2023, management deemed all promises to give to be fully collectible, and, therefore, no allowance has been recorded.

See Note 4 for further details.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Grant Revenue and Receivables

Grant revenue is recognized when eligible expenses are incurred under the terms of the grant. Grant funds received prior to the incurrence of eligible expenses are recorded as deferred grant revenue in the statement of financial position until such expenses are incurred.

Home Connection uses the allowance method to determine uncollectible grants receivable. The allowance is based on historical experience, an assessment of economic conditions, and management's analysis of specific grants receivable. Grants receivable are written off when deemed uncollectible. At December 31, 2024 and 2023, management deemed all grants receivable to be fully collectible, and, therefore, no allowance has been recorded.

Property and Equipment

Expenditures for additions, major renewals and betterment of property and equipment with a cost more than $750 are capitalized. The fair value of donated property and equipment is similarly capitalized. Costs of maintenance and repairs that do not improve or extend the useful lives of the respective assets are charged to expense as incurred. Depreciation is computed by using the straight-line method over the estimated useful lives of the individual assets. When assets are sold or otherwise disposed of, the cost and related accumulated depreciation are removed from the accounts, and any resulting gain or loss is included in the statement of activities.

See Note 6 for further details.

Donated Facilities and Services

Donated facilities are recognized at fair value on the date contributed. Donated services are recognized, at fair value, if they create or enhance nonfinancial assets or require specialized skills and would be purchased by Home Connection if not contributed. Donated services are recognized as contributions and expensed at their estimated fair values at date of receipt.

Home Connection received a substantial amount of donated services from unpaid volunteers which did not meet the criteria for recognition under generally accepted accounting principles.

See Notes 5 and 8 for further details.

Income Taxes

As mentioned in Note 1, Home Connection is a Tennessee nonprofit corporation, and a tax-exempt organization under section 501(c)(3) of the Internal Revenue Code. Home Connection is not classified as a private foundation.

Home Connection is required to file an annual Return of Organization Exempt from Income Tax (Form 990) with the Internal Revenue Service.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Income Taxes (Continued)

In addition, certain nonprofit corporations are subject to income tax on net income that is derived from business activities that are unrelated to their exempt purposes. Management has determined that Home Connection is not subject to unrelated business income tax. Accordingly, no provision for income taxes is included in the accompanying financial statements.

Functional Allocation of Expenses

The costs of program and supporting services activities have been summarized on a functional basis in the statement of activities. The statements of functional expenses present the natural classification detail of expenses by function. Accordingly, certain costs have been allocated among the programs and supporting services benefited. See Note 10 for further details.

Estimates

The preparation of financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates, and those differences could be material.

Events Occurring after Reporting Date

Home Connection has evaluated events and transactions that occurred between December 31, 2024 and March 6, 2025, which is the date that the financial statements were available to be issued, for possible recognition or disclosure in the financial statements.

Reclassifications

Certain reclassifications have been made to prior year amounts for consistency with the current year presentation. These reclassifications had no effect on the reported change in net assets.

NOTE 3 – LIQUIDITY

Financial assets available for general expenditures within one year of December 31, 2024 and 2023, consist of the following:

	2024	2023
Cash and cash equivalents	$ 1,145,294	$ 918,355
Certificates of deposit, maturing within 12 months	358,076	350,279
Promises to give	268,420	437,308
Grants receivable	142,394	92,778
Financial assets available to meet general expenditures	$ 1,914,184	$ 1,798,720
Less amounts not available to be used within one year:		
Promises to give to be received in one to five years	(89,700)	(233,000)
Financial assets not available to be used within one year	(89,700)	(233,000)
Financial assets available to meet general expenditures within one year	$ 1,824,484	$ 1,565,720

As part of Home Connection's liquidity plan, excess cash is held in bank accounts and money market funds.

NOTE 4 – PROMISES TO GIVE

Unconditional promises to give consist of the following at December 31, 2024 and 2023:

	2024	2023
Within one year	$ 178,720	$ 204,308
In one to five years	100,000	265,000
Gross promises to give	278,720	469,308
Less unamortized discount on promises to give	(10,300)	(32,000)
Promises to give, net	$ 268,420	$ 437,308

NOTE 5 – RELATED PARTY TRANSACTIONS

Home Connection has an arrangement with WPC for dedicated office, storage and parking spaces located on the grounds of WPC. Home Connection uses copiers and similar office tools. The estimated fair value of facilities in the amount of $8,000 has been reported in the accompanying Statements of Activities for both 2024 and 2023.

NOTE 6 – PROPERTY AND EQUIPMENT

Property and equipment consisted of the following at December 31, 2024 and 2023:

	2024	2023
Vehicles, tools and equipment	$ 145,911	$ 145,911
Less accumulated depreciation	(84,995)	(65,408)
Property and equipment, net	$ 60,916	$ 80,503

NOTE 7 – LINE OF CREDIT

Home Connection had a revolving line of credit agreement with a financial institution with a maximum availability of $50,000. Interest was payable monthly at the bank's index rate. The line of credit agreement expired on September 21, 2023.

NOTE 8 – DONATED SERVICES

The estimated fair value of donated services, consisting of management, accounting and grant services, totaling $47,000 and $53,000 for 2024 and 2023, respectively, has been reported in the accompanying Statements of Activities.

NOTE 9 – NET ASSETS

Net assets with donor restrictions have been restricted for the following purposes at December 31, 2024 and 2023:

	2024	2023
Subject to expenditure for a specified purpose:		
Critical home repairs and mobility modifications	$ 627,281	$ 626,423
Expanded capacity to repair and modify additional homes	222,000	160,000
Purchase of truck	20,000	-
For the operations of subsequent years	156,200	226,000
Total net assets with donor restrictions	$1,025,481	$1,012,423

NOTE 9 – NET ASSETS (CONTINUED)

Net assets with donor restrictions were released from restrictions by incurring expenses satisfying the restrictions during 2024 and 2023 as follows:

	2024	2023
Critical home repairs and mobility modifications	$ 419,875	$ 141,003
Expanded capacity to repair and modify additional homes	98,000	-
Operations	91,500	57,000
Tornado disaster recovery	-	3,296
Total net assets released from restrictions	$ 609,375	$ 201,299

NOTE 10 – FUNCTIONAL EXPENSES

The financial statements report certain categories of expenses that are attributed to more than one program or supporting function. Therefore, expenses require allocation on a reasonable basis that is consistently applied. Such expenses are allocated using three overall methods. Salaries and employee benefits are allocated on the basis of estimates of time and effort; office and legal, development and fundraising, information technology, food, transportation and insurance are allocated based on review of individual cost items, with any costs that were not specifically identifiable allocated based on estimates of time and effort; occupancy is allocated on the basis of percentage of accumulated other costs.

NOTE 11 – EMPLOYEE BENEFIT PLAN

Home Connection has a Simple IRA plan (the "Plan") for its employees. Home Connection matches 3% of eligible employees' compensation. Home Connection matched $14,471 and $10,273 during 2024 and 2023, respectively.

NOTE 12 – CONCENTRATIONS OF CREDIT RISK

Financial instruments that potentially subject Home Connection to concentrations of credit risk principally consist of promises to give. Promises to give represent concentrations of credit risk to the extent they are receivable from concentrated sources. At December 31, 2024 and 2023, there were two promises to give representing 89% and 84%, respectively, of the net promises to give.

NOTE 13 – COMMITMENTS AND CONTINGENCIES

Grant expenditures are subject to review and audit by the grantors in the normal course of operations. Any reviews and audits could result in disallowance of expenditures, and therefore, a return of grant funds to the grantor. Management believes that unallowable expenditures have not been incurred under any of its grants. Accordingly, no provision has been made for any potential return of funds to any of its grantors.

NOTE 14 – REVENUE DETAILS

Revenue, support and gains without donor restrictions is further detailed as follows:

	2024	2023
Revenues, support and gains without donor restrictions:		
Contributions:		
Foundations and corporations	$ 355,987	$ 325,775
Individuals	810,884	558,420
Government-Local	121,692	88,790
Investment Income	51,189	21,505
Revenue In-Kind	55,000	61,000
Total revenues, support and gains without donor restrictions	$1,394,752	$1,055,490