

LEGISLATIVE TRACKING FORM

Filing for Council Meeting Date: 01.20.26 Resolution Ordinance

Contact/Prepared By: _____ Date Prepared: _____

Title (Caption) A resolution approving a grant contract between the Metropolitan Government of Nashville and Davidson County and Walk Bike Nashville, Inc., a 501(c)(3) organization, for the provision of education, engagement, and event coordination services in connection with Metro's Vision Zero Implementation Plan, NDOT's Safe Routes to School program, and Metro's multimodal plans and projects.

Submitted to Planning Commission? N/A Yes-Date: _____ Proposal No: _____

Proposing Department: _____ Requested By: _____

Affected Department(s): _____ Affected Council District(s): _____

Legislative Category (check one):

- | | | |
|---|--|--|
| <input type="checkbox"/> Bonds | <input type="checkbox"/> Contract Approval | <input type="checkbox"/> Intergovernmental Agreement |
| <input type="checkbox"/> Budget - Pay Plan | <input type="checkbox"/> Donation | <input type="checkbox"/> Lease |
| <input type="checkbox"/> Budget - 4% | <input type="checkbox"/> Easement Abandonment | <input type="checkbox"/> Maps |
| <input type="checkbox"/> Capital Improvements | <input type="checkbox"/> Easement Accept/Acquisition | <input type="checkbox"/> Master List A&E |
| <input type="checkbox"/> Capital Outlay Notes | <input type="checkbox"/> Grant | <input type="checkbox"/> Settlement of Claims/Lawsuits |
| <input type="checkbox"/> Code Amendment | <input type="checkbox"/> Grant Application | <input type="checkbox"/> Street/Highway Improvements |
| <input type="checkbox"/> Condemnation | <input type="checkbox"/> Improvement Acc. | <input type="checkbox"/> Other: _____ |

FINANCE Amount +/-: \$ _____ Funding Source: Capital Improvement Budget Capital Outlay Notes Departmental/Agency Budget Funds to Metro General Obligation Bonds Grant <input checked="" type="checkbox"/> Increased Revenue Sources Approved by OMB: <u>AC</u> Approved by Finance/Accounts: _____ Approved by Div Grants Coordination: _____	Match: \$ _____ Judgment and Losses Local Government Investment Project Revenue Bonds Self-Insured Liability Solid Waste Reserve Unappropriated Fund Balance 4% Fund Other: _____ Date to Finance Director's Office: _____ APPROVED BY FINANCE DIRECTOR'S OFFICE: <u>Asaron Pratt</u> <small>DB59844A2DE04C4...</small>
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ADMINISTRATION	
Council District Member Sponsors: _____	
Council Committee Chair Sponsors: _____	
Approved by Administration: _____	Date: _____

DEPARTMENT OF LAW	
Date to Dept. of Law: _____	Approved by Department of Law: _____
Settlement Resolution/Memorandum Approved by: _____	
Date to Council: _____	For Council Meeting: _____ <input type="checkbox"/> E-mailed Clerk
<input type="checkbox"/> All Dept. Signatures <input type="checkbox"/> Copies <input type="checkbox"/> Backing <input type="checkbox"/> Legislative Summary <input type="checkbox"/> Settlement Memo <input type="checkbox"/> Clerk Letter <input type="checkbox"/> Ready to File	

RESOLUTION NO. _____

A resolution approving a grant contract between the Metropolitan Government of Nashville and Davidson County and Walk Bike Nashville, Inc., a 501(c)(3) organization, for the provision of education, engagement, and event coordination services in connection with Metro's Vision Zero Implementation Plan, NDOT's Safe Routes to School program, and Metro's multimodal plans and projects.

WHEREAS, the Metropolitan Government of Nashville and Davidson County ("Metro") wishes to enter into a grant contract, in an amount not to exceed \$353,530, with payments to be made on a reimbursement basis, with Walk Bike Nashville, Inc., a 501(c)(3) organization, for the provision of education, engagement, and event coordination services in connection with Metro's Vision Zero Implementation Plan, NDOT's Safe Routes to School program, and Metro's multimodal plans and projects; and,

WHEREAS, it is to the benefit of the citizens of the Metropolitan Government of Nashville and Davidson County that this grant contract be approved.

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

Section 1: That the grant contract, in an amount not to exceed \$353,530, with payments to be made on a reimbursement basis, by and between the Metropolitan Government of Nashville and Davidson County and Walk Bike Nashville, Inc., a 501(c)(3) organization, attached hereto and incorporated herein, is hereby approved.

Section 2: That 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:

Signed by:

Diana W. Alarcon/RL
Diana W. Alarcon, Director
Nashville Department of Transportation
and Multimodal Infrastructure

INTRODUCED BY:

APPROVED AS TO AVAILABILTY OF FUNDS:

Signed by:

Jenneen Reed/mjw
62377A2A8742469...
Jenneen Reed, Director
Department of Finance

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:

Erica Haber
D4E54A5815B0454...
Assistant Metropolitan Attorney

**GRANT CONTRACT
BETWEEN THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY
AND
WALK BIKE NASHVILLE, Inc.**

This Grant Contract issued and entered into by and between the **Metropolitan Government of Nashville and Davidson County** ("Metro"), and **Walk Bike Nashville, Inc.** ("Recipient"), is for the provision of education, engagement, and event coordination services, as further defined in Attachment 1, at "SCOPE OF PROGRAM". The Recipient's annual report and audit are incorporated herein by reference.

A. SCOPE OF PROGRAM:

A.1. The Recipient will use the funds to:

- (a) Support Metro's Vision Zero Implementation Plan by engaging and educating the Metro Nashville community about car-free events and programming for the purpose of building awareness, support and participation;
- (b) Support the implementation NDOT's Safe Routes to School Program; and,
- (c) Educate and engage the Metro Nashville community about Metro's multimodal projects, plans, programs, and other initiatives.

A.2. The Recipient must spend these funds consistent with the Grant Spending Plan, attached and incorporated herein as Attachment 1, for the benefit of Davidson County residents. The Recipient must collect data to evaluate the effectiveness of their services and must provide those results to Metro upon request.

B. GRANT CONTRACT TERM:

B.1. **Grant Contract Term.** The term of this Contract will be 11 months, 11 days, commencing on January 20, 2026, and ending on December 31, 2026. The term of this grant contract may be extended for a total of up to 12 months, upon mutual agreement of the parties. The Director of Finance shall approve all extensions of this Grant Contract. Metro will have no obligation for services rendered by the Recipient that are not performed within this term.

C. PAYMENT TERMS AND CONDITIONS:

C.1. **Maximum Liability.** In no event will Metro's maximum liability under this Grant Contract exceed \$353,530. The Grant Spending Plan will constitute the maximum amount to be provided to the Recipient by Metro for all of the Recipient's obligations hereunder. The Grant Spending Plan 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.

Subject to modification and amendments as provided in section D.2 of this agreement, this amount will constitute the Grant Amount and the entire compensation to be provided to the Recipient by Metro. Payments will be made on a reimbursement basis, as set forth in Section C.2.

C.2. **Payment Methodology.** The Recipient will only be compensated for actual costs based upon the Grant Spending Plan, not to exceed the maximum liability established in Section C.1.

Subject to these payment terms and conditions, Recipient shall be paid for delivered/performed products and/or services properly authorized by Metro in accordance with this Contract. Compensation shall be contingent upon the satisfactory provision of the products and/or services

as determined by Metro. Recipient shall submit invoices for payment in a format acceptable to Metro and shall submit invoices no more frequently than monthly for satisfactorily and accurately performed services. Recipient shall be paid as work is completed and invoices are approved by Metro. Invoices shall be accompanied by any necessary supporting documentation as required by Metro.

Recipient must send all invoices to Nashville Department of Transportation and Multimodal Infrastructure (NDOT), Attention: Accounts Payable, 750 South Fifth Street, Nashville, TN 37206 if sent by mail OR to Diana.Alarcon@nashville.gov, Kristin.Kumrow@nashville.gov, and requisitions.ndot@nashville.gov if sent electronically.

- C.3. **Annual Expenditure Report.** The Recipient must submit a final grant Annual Expenditure Report, to be received by the NDOT Finance Director, within 45 days of the end of the Grant Contract. Said report must be in form and substance acceptable to Metro and must be prepared by a Certified Public Accounting Firm or the Operations Director of the Recipient Organization.
- C.4. **Payment of Invoice.** Metro shall approve or request modification to each invoice within 10 business days of receipt. Payment shall be made within 30 days of invoice approval. The payment of any invoice by Metro will not prejudice Metro's right to object to the invoice or any other related matter. Any payment by Metro will 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.5. **Unallowable Costs.** The Recipient's invoice may 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.6. **Deductions.** Metro reserves the right to adjust any amounts which are or become due and payable to the Recipient by Metro under this or any Contract by deducting any amounts which are or become due and payable to Metro by the Recipient under this or any Contract.
- C.7. **Travel Compensation.** Payment to the Recipient for travel, meals, or lodging is subject to amounts and limitations specified in Metro's Travel Regulations and subject to the Grant Spending Plan.
- C.8. **Electronic Payment.** Metro requires as a condition of this contract that the Recipient have on file with Metro a completed and signed "ACH Form for Electronic Payment". If Recipient has not previously submitted the form to Metro or if Recipient's information has changed, Recipient 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.
- 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. **Termination for Cause.** Metro shall have the right to terminate this Grant Contract immediately if Metro determines that Recipient, its employees or principals have engaged in conduct or violated any federal, state or local laws which affect the ability of Recipient to effectively provide services under this Grant Contract. Should the Recipient fail to properly perform its obligations under this Grant Contract or if the Recipient violates any terms of this Grant Contract, Metro will have the right

to immediately terminate the Grant Contract and the Recipient must return to Metro any and all grant monies for services or programs under the grant not performed as of the termination date. The Recipient must also return to Metro any and all funds expended for purposes contrary to the terms of the Grant Contract. Such termination will 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 may 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 will be considered the prime Recipient and will be responsible for all work performed.
- D.5. **Conflicts of Interest.** The Recipient warrants that no part of the total Grant Amount will 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.
- D.6. **Nondiscrimination.** The Recipient hereby agrees, warrants, and assures that no person will 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 must, upon request, show proof of such nondiscrimination and must post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.7. **Records.** The Recipient must maintain documentation for all charges to Metro under this Grant Contract. The books, records, and documents of the Recipient, insofar as they relate to work performed or money received under this Grant Contract, must be maintained for a period of three (3) full years from the date of the final payment or until the Recipient engages a licensed independent public accountant to perform an audit of its activities. The books, records, and documents of the Recipient insofar as they relate to work performed or money received under this Grant Contract are subject to audit at any reasonable time and upon reasonable notice by Metro or its duly appointed representatives. Records must be maintained in accordance with the standards outlined in the Metro Grants Manual. The financial statements must 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 are subject to monitoring and evaluation by The Metropolitan Office of Financial Accountability or Metro's duly appointed representatives. The Recipient must 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 NDOT Finance Director by no later than June 30, 2026, and a Final Program Report, to be received by Office of Grants and Accountability (OGA) and the NDOT Finance Director, 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 is not a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract is considered 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 agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all applicable taxes incident to this Grant Contract.

- D.12. **Metro Liability.** Metro will have no liability except as specifically provided in this Grant Contract.
- D. 13. **Independent Contractor.** Nothing herein will 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 must not hold itself out in a manner contrary to the terms of this paragraph. Metro will 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 agrees to 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 will 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 will survive the termination or expiration of the grant.
- D.15 **Force Majeure.** "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party. Except as provided in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a breach under this Grant Contract. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. Recipient will promptly notify Metro within forty-eight (48) hours of any delay caused by a Force Majeure Event and will describe in reasonable detail the nature of the Force Majeure Event.
- 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. Metro shall have the right to terminate this Grant Contract at any time for failure of Recipient to comply with applicable federal, state or local laws in connection with the performance of services under 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 will be governed by and construed in accordance with the laws of the State of Tennessee. The venue for legal action concerning this Grant Contract will be in the courts of Davidson County, Tennessee.
- D.18. **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.19. **Headings.** Section headings are for reference purposes only and will not be construed as part of this Grant Contract.

D.20. **Metro Interest in Equipment.** The Recipient will take legal title to all equipment and to all motor vehicles, hereinafter referred to as "equipment," purchased totally or in part with funds provided under this Grant Contract, subject to Metro's equitable interest therein, to the extent of its *pro rata* share, based upon Metro's contribution to the purchase price. "Equipment" is defined as an article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds \$5,000.00.

The Recipient agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at any time during the term of the Grant Contract, the Recipient must request written approval from Metro for any proposed disposition of equipment purchased with Grant funds. All equipment must be disposed of in such a manner as parties may agree as appropriate and in accordance with any applicable federal, state or local laws or regulations.

D. 21. **Assignment—Consent Required.** The provisions of this contract will inure to the benefit of and will 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 may be assigned or transferred in whole or in part without the prior written consent of Metro. Any such assignment or transfer will 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.22. **Gratuities and Kickbacks.** It will 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 will 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.23. **Communications and Contacts.** All instructions, notices, consents, demands, or other communications from the Recipient required or contemplated by this Grant Contract must be in writing and must be made by facsimile transmission, 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:
NDOT Finance
750 South Fifth Street
Nashville, TN 37206
615-862-8707

For inquiries regarding invoices:
NDOT Finance
750 South Fifth Street
Nashville, TN 37206
615-862-8707

RECIPIENT:

Meredith Montgomery
Executive Director
Walk Bike Nashville, Inc.
1 South Seventh St.
Nashville, TN 37206
615-928-8801

D.24. **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 must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Recipient will 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.25. **Certification Regarding Debarment and Convictions.**

- a. Recipient certifies that Recipient, and its current and future principals:
 - i. are not presently debarred, suspended, or proposed for debarment from participation in any federal or state grant program;
 - ii. have not within a three (3) year period preceding this Grant Contract been convicted of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) grant;
 - iii. have not within a three (3) year period preceding this Grant Contract been convicted of embezzlement, obstruction of justice, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
 - iv. are not presently indicted or otherwise criminally charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in sections D.25(a)(ii) and D.25(a)(iii) of this certification.
- b. Recipient shall provide immediate written notice to Metro if at any time Recipient learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals fall under any of the prohibitions of Section D.25(a).

- D.26. **Effective Date.** This contract will 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 approved by the Metropolitan Council and filed in the office of the Metropolitan Clerk.

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**METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY**

RECIPIENT

APPROVED AS TO AVAILABILITY OF FUNDS:

Signed by:
Jenneen Reed/mjr

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

Signed by:
Meredith Montgomery

9219C7D8BABB429...
Meredith Montgomery, Executive Director
Walk Bike Nashville, Inc.

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:
Erica Haber

D4F54A5815BD454...
Assistant Metropolitan Attorney

FILED IN THE OFFICE OF THE CLERK:

Metropolitan Clerk

Date: _____

ATTACHMENT 1

Recipient Information Form with Scope of Work and Program Objectives for Education, Engagement, and Event Coordination for Open Streets, Safe Routes to School, and Multimodal Projects

Agency Name: Walk Bike Nashville

Federal ID#: [REDACTED]

Address: 1 S. 7th St., Nashville, TN 37206

Contact Person: Executive Director - Meredith Montgomery

Phone: 615-928-8801 Email: meredith@walkbikenashville.org

Agency Board Chair: Chris Weinman

Phone: 615-336-4222

Bd. Chair Email: chris.weinman@greshamsmith.com

Amount of Metro Appropriation: \$353,530

Grant Term: January 20, 2026 - December 31, 2026

Brief Statement Describing Agency Mission and Programs:

Since 1998, Walk Bike Nashville has advocated for a more walkable, bikeable, and livable city. As a 501(c)(3) nonprofit organization, we dream of a city where great streets and a strong culture of walking and biking cultivate a sense of joy, belonging, and freedom where all Nashvillians can thrive. We want our streets to provide all people the freedom, dignity, and choice to move through a comprehensive and safe network of sidewalks, bikeways, and multimodal infrastructure. We acknowledge the harm done by car-centric planning and believe transportation investments should remove barriers to mobility and prioritize the needs of the people who stand to gain the most from a human-centric city. Over the last 3 decades, we have successfully advocated for safer and better streets, sidewalks, and bikeways to support multimodal commuting options, active living, and recreational opportunities.

Our work on Dickerson Pike marks a paradigm shift in how to address this crisis. By integrating qualitative and quantitative data, our [Dickerson Pike Pedestrian Safety Plan](#) catalyzed significant commitments to community-informed infrastructure improvements both short- and long-term. Simultaneously we employ a neighborhood-centric approach as demonstrated in the [Napier Sudekum community](#). Prioritizing a few neighborhoods at a time, we work closely with them to enhance infrastructure and support active transportation needs.

In addition to our corridor and neighborhood-focused initiatives, we work to build a county-wide culture of walking and biking with fun and educational opportunities such as [Tour de Nash](#), [Open Streets](#), and educational programs, plus a bike valet service for some of the city's largest

and most popular events. We also host a Families for Safe Streets chapter to support pedestrian and bicycle crash victims and their loved ones, and we advocate for policies that foster a more multimodal Nashville for generations to come.

Scope of Work and Program Objectives

Objective 1: Educate and engage the Metro Nashville community about car-free events and programming (such as Open Streets, Slow Streets, and Block Parties) to build awareness, support, and participation as a part of the Vision Zero Implementation Plan.

Key Results:

- Planning, promotion, execution, and evaluation of 3 Open Streets Festivals (Open Streets Summer Series) with at least 1000 attendees at each event
- 10 speaking engagements paired with informal outreach and relationship building will promote the use of the Open Streets toolkit and buy-in for car-free programming among neighborhood groups, community leaders, and elected officials throughout Metro Nashville
- 15 permitted, neighbor-led block parties will be held in Metro Nashville to foster safer streets, vibrant public spaces, and a sense of social connectivity

Objective 2: Support the implementation of NDOT's Safe Routes to School program at Metro Nashville Public Schools.

Key Results:

- Plan and promote Walk to School Day in October with at least 50 Metro Nashville Public Schools participating
- Consultation and support provided to schools, students, and community members will result in improved safety and multimodal access at their school
- General community outreach and engagement will foster awareness, support, and participation in safe routes to school programming, events, and infrastructure improvements

Potential Projects:

- Safe Routes to School infrastructure projects
- Streets for Kids research and implementation

Objective 3: Educate and engage the Metro Nashville community about multimodal projects, plans, programs, and other initiatives to garner community buy-in and agency for accelerated safety and connectivity improvements.

Key Results:

- Project-specific outreach and engagement efforts for Metro-led projects will
 - Notify impacted stakeholders ahead of project construction and create a productive feedback loop with NDOT

- Engage impacted stakeholders to solicit feedback and stories reflecting lived experiences to inform the design of projects
- Identify community supporters who can help champion the project
- Educate the public about the safety and connectivity features of the project
- Neighborhood outreach and engagement efforts for community-led projects will
 - Educate community members about Metro programs that can help them improve their streets (ie Traffic Calming, Slow Streets, Tactical Urbanism)
 - Provide consultation and support to community members resulting in more community-led safety and connectivity improvements
- General outreach and engagement efforts will help build public awareness and understanding of transportation-related plans

Potential Projects:

- Connect Downtown Phase 1 implementation
Demonbreun Hill evaluation
- Paragon Mill corridor safety project
- Bikeway projects: Athena, Church, Chestnut/Edgehill
- Paving projects with bikeways
- Streets for Kids research and implementation

Job Classification:	Unit	Cost/Rate	Notes
Coordinator	Hour	\$54.00	
Assistant Manager	Hour	\$56.00	
Manager	Hour	\$61.00	
Assistant Director	Hour	\$66.00	
Director	Hour	\$77.00	
Senior Director	Hour	\$87.00	
Executive	Hour	\$97.00	
Professional Services - Graphic Design		at cost	
Professional Services - Photography & Videography		at cost	
Professional Services - Translation and Interpretation		at cost	
Printing Expenses		at cost	i.e. Flyers, Signage, Mailers, Posters, Banners
Equipment Rental		at cost	i.e. Portable restrooms
Open Streets Programming Expenses		at cost	i.e. Live Music, Activities, Misting fans for events
Permitting Fees		at cost	Must include copy of the permit and receipt of payment including any convenience fees to receive reimbursement.
Other Non-Personnel Supplies		at cost	i.e. Promotional giveaways, Branded items for event setup, Stickers, T-shirts
Travel to other Open Streets events		at cost	Must follow Metro guidelines as outlined in the contract.

**SECOND AMENDED AND RESTATED
BYLAWS OF
WALK/BIKE NASHVILLE, INC.**

The Board of Directors of Walk/Bike Nashville, Inc. d/b/a Walk Bike Nashville (the “Corporation”) hereby adopts the following Second Amended and Restated Bylaws (the “Bylaws”).

**Article 1
OFFICES**

1.1 The Corporation's principal office shall be located in Davidson County, Tennessee. The Corporation may have such additional offices as the Corporation’s Board of Directors (the “Board”) may specify.

**Article 2
MEMBERSHIP**

2.1 The Corporation shall have no “*member*” or “*membership*” as such terms are defined and used in the Tennessee Nonprofit Corporation Act, Tennessee Code Annotated Sections 48-51-101, *et seq.*, as may be amended (the “Act”), and the use of such terms hereinafter in these Bylaws or at any time by the Corporation shall not be construed as conferring upon such individual or entity any right or privilege granted to a “*member*” as provided for in the Act. Rather, unless the context requires otherwise, member or membership shall be in reference to such person(s) or entit(ies) who have joined the Corporation to support its work and mission.

2.2 Membership in the Corporation shall be open to all persons and entities interested in supporting or promoting the Corporation’s activities, provided that the Board reserves the right to deny or revoke membership to any person or entity determined by the Board, in its sole determination, to engage or have engaged in conduct inconsistent with the Corporation’s purpose and mission.

2.3 The Board is authorized to determine membership levels and establish the criteria therefor or may delegate such authority to the Executive Director.

**Article 3
BOARD OF DIRECTORS**

3.1 *General Powers and Number.* (a) All powers of the Corporation shall be vested in and exercised by or under the authority of the Board, which shall consist of a minimum of seven directors and a maximum of twenty-five directors, each of whom must be a natural person; provided that the Board may increase or decrease the number of directors at any time; provided further that at no time shall the number of directors be fewer than the minimum number permitted by the Act.

(b) For the purpose of determining a quorum or when otherwise required, the Board shall establish a maximum number of directors at each Annual Meeting. This number shall prevail until the Board decides to modify it at any subsequent Annual Meeting. However, the preceding sentence shall not prevent the Board from increasing or decreasing the number of directors at any time. In such cases, the resulting total number of directors shall become the maximum until further modification by the Board at an Annual Meeting. Whenever this number is modified, it shall be recorded in the Board's meeting minutes or through the adoption of a Board resolution.

3.2 *Appointment and Term.* (a) The Board may appoint directors at any Board meeting. Unless an earlier commencement date is permitted by these Bylaws, following their appointment, a director's term shall begin on January 1st and last for three years. Notwithstanding the commencement date, a director's term shall always expire on December 31st. Before a director's initial term expires, the Board may appoint that director to another three-year term, which shall run consecutively to the initial term. After serving two consecutive terms, no director may serve another term until taking a one-year break; however, the Board may waive this break period. A director may serve an unlimited number of terms, consistent with the two consecutive term limitations specified in this section 3.2.

(b) In determining the maximum number of directors and any appointments, the Board shall make reasonable efforts to stagger directors' terms, ensuring that no more than one-third of the directors' terms end in any given year. However, a failure to achieve this outcome shall not be considered a violation of these Bylaws.

(c) The Board shall establish a process to identify, recruit, and nominate individuals to serve as directors.

(d) *Transitional Provision.* To comply with section 3.2, which requires directors' terms to begin on January 1st and that these terms be staggered, the Board is authorized, within six (6) months of the adoption of these Bylaws and only to the extent reasonably necessary, to enlarge the terms of any then-serving director. Upon the enlargement of any director's term under this Transitional Provision, or if the Board decides not to enlarge any director's term, the Secretary is authorized to remove the language of this Transitional Provision and execute updated bylaws without requiring further action from the Board.

3.3 *Resignation.* A director may resign at any time by providing written notice to the President or Secretary. Such resignation will take effect upon receipt or at the time specified in the notice, whichever occurs later.

3.4 *Removal.* (a)(i) A director may be removed for cause by a vote of a simple majority of the Board's entire membership at any meeting, provided that written notice of the proposed removal has been given to all directors at least fourteen days before such meeting. The affected director shall be allowed to address the Board before a vote is taken regarding their removal.

(ii) For purposes of section 3.4(a), "for cause" shall mean a director's: persistent absenteeism from Board meetings without valid reason(s); violation of the Corporation's or

Board's policies or bylaws; acts of fraud, theft, or financial dishonesty related to the Corporation; other personal dishonesty that materially and adversely affects the Corporation; misuse of the Corporation's resources for improper financial gain; violations of fiduciary duties to the Corporation; or engaging in any other conduct that, in the Board's reasonable determination, is harmful to the Corporation.

(b) A director may be removed without cause by a two-thirds majority vote of the Board's entire membership at any meeting, provided that written notice of the proposed removal has been given to all directors at least fourteen days prior to that meeting. The affected director shall be allowed to address the Board before a vote is taken regarding their removal.

3.5 *Vacancies.* A vacancy in a director position, caused by any reason other than the expiration of a term, may be filled by the Board at any meeting. A director appointed to fill a vacancy under this section 3.5 shall hold office until the original term of the vacating director expires. This partial term shall not count against the appointed director concerning the two consecutive term limits set forth in section 3.2(a).

3.6 *Responsibilities of Directors.* The Board may adopt a director agreement that outlines requirements for attending Board meetings, a director's obligations to support and participate in the Corporation's affairs, or any other provision as established by the Board. Such adopted director agreement, which may be amended by the Board at any time, shall be appended to these Bylaws, incorporated by reference, and made a part hereof as if fully set forth.

3.7 *Regular and Special Meetings.* (a) An annual meeting of the Board shall occur in the fourth quarter of each fiscal year (the "Annual Meeting"), during which the Board is responsible for electing officers and adopting a budget for the Corporation for the upcoming fiscal year. Failure to hold the Annual Meeting at the specified time shall not result in the forfeiture or dissolution of the Corporation; in such an event, the Annual Meeting shall be held within a reasonable time thereafter.

(b) Regular Board meetings shall occur at times determined by the Board. Except for special meeting notices, notice of any meeting shall be given at least seven days in advance.

(c) A special meeting of the Board may be called with three days' advance notice either (i) by any officer of the Corporation or (ii) at the request of at least one-third of the Board's members, such requests being delivered to the Secretary or the Executive Director.

(d) Notice of any meeting or other communication by the Corporation to a director may be delivered in oral, written, or electronic form. A director may specify to the Secretary the preferred form for receiving notice or any other communications from the Corporation.

(e) Any meeting of the Board may be held at locations chosen by the Board, which may include telephonic or electronic conferencing. A director may participate in a Board meeting via telephonic or electronic conferencing, which will be considered as presence for determining quorum and conducting business. Any meeting held through telephonic or electronic conferencing,

regardless of whether directors participate fully or partially, must utilize means that enable all directors present at the meeting to communicate with each other in real-time.

3.8 *Quorum.* One-third of the entire membership of the Board shall constitute a quorum for conducting business, and the affirmative vote of a majority of directors present at a meeting with a quorum shall be considered the act of the Board, unless a different threshold is specified by applicable law, the Corporation's Articles of Incorporation, or these Bylaws.

3.9 *Action Taken on Written Consent.* Other than for the removal of a director pursuant to section 3.4, at the discretion of the President, any action that may be taken at a Board meeting may also be taken without a meeting through the written consent of the directors. In this case, if at least one-fourth of the entire Board's membership has not objected to acting without a meeting, the affirmative votes of the number of directors necessary to authorize or take such action, based on the Board's entire membership, shall constitute the act of the Board. Any action taken pursuant to this section 3.9 shall be recorded in minutes that reflect (1) the proposed motion for action and who made it, (2) who seconded the motion, (3) who objected to acting without a meeting (if any), and (4) who abstained or who voted for or against the action. These minutes shall be reviewed and approved at the next Board meeting.

3.10 *Books and Records.* The Board shall maintain records of all meetings, Board documents and records, and the principal books of the Corporation generally, to be kept at the Corporation's principal office. All Board and Corporation books and records, which may be maintained in either paper or electronic format, shall be available for inspection by any director at any reasonable time during business days.

3.11 *Parliamentary Procedure.* Robert's Rules of Order (latest edition) shall govern Board meetings regarding any matters not specifically addressed by applicable law, these Bylaws, or any other rules adopted by the Board.

3.12 *No Compensation.* Directors shall serve without compensation; however, the Corporation may reimburse a director for reasonable and actual expenses incurred while performing their duties as directors.

3.13 *Standards of Conduct.* A director or officer of the Corporation shall discharge their duties in good faith, with the care that an ordinarily prudent person in a like position would exercise in a similar position and circumstance, and in a manner that they reasonably believe to be in the best interests of the Corporation.

3.14 *Reliance on Information, Reports, and Statements.* To the fullest extent permitted by applicable law, a director shall, in performing such director's duties, be protected in relying in good faith on information, opinions, reports, or statements, including financial statements and other financial reports, prepared or presented by one or more officers, employees, or agents of the Corporation whom the director reasonably believes to be reliable and competent in the matters presented; legal counsel, accountants, or other persons in matters the director reasonably believes are within the person's professional or expert competence; or a committee of which the director is not a member, regarding matters within such committee's jurisdiction, if the director reasonably

believes the committee merits confidence. A director is not acting in good faith if the director has knowledge concerning the matter in question that makes reliance on it unreasonable.

Article 4
OFFICERS, EMPLOYEES, AND AGENTS

4.1 *Required Officers.* The officers of the Corporation shall consist of the President, President-Elect, Secretary, and Treasurer, each of whom must be a director of the Board. The duties of the Secretary and the Treasurer may be carried out by the same director; however, at no time shall the duties of the President and Secretary be performed by the same director. The Board may establish and appoint additional officers to carry out other duties as needed.

4.2 *Elections and Terms.* The officers shall be elected during an Annual Meeting, by a concurring vote of a majority of directors, and shall assume their respective offices immediately after such meeting. The President and President-Elect shall serve for one year. The Treasurer and the Secretary shall serve for two years and continue until their respective successors are elected. Any director may nominate themselves or another director for an officer position, provided that the Board is authorized to adopt procedures for the nomination and selection of officers.

4.3 *Temporary Absence.* If an officer is temporarily absent, the Board may, for the time being, delegate any of that officer's powers and duties to another officer or director, provided that the responsibilities of the President and Secretary are not to be held by the same director.

4.4 *Removal.* The Board may remove any officer by a majority vote of its entire membership whenever, in its judgment, this action serves the best interests of the Corporation.

4.5 *Vacancies.* (a) At any meeting, the Board may fill an officer vacancy, with the elected person serving the remainder of their predecessor's term and continuing until a successor is elected. However, this does not apply to a vacancy in the office of President when there is a currently serving President-Elect; in that case, the President-Elect shall automatically assume the office of President, serving the remainder of their predecessor's term and then serving a subsequent term as President to which the President-Elect would have been entitled had the vacancy not occurred.

(b) When the Corporation's best interests require it, upon notifying the Board, the President shall have the authority to appoint an acting officer to fill any vacant officer position other than President-Elect. The appointed individual will serve until the next Board meeting with a quorum present to appoint a new officer.

4.6 *President.* The President shall preside over all meetings of the Board and shall have general supervision and oversight of the management of the Corporation's affairs, ensuring that the directives and resolutions of the Board are executed accordingly. With the exception of the Executive Committee, Finance Committee, and Governance Committee, where the President shall serve as an *ex officio* voting member, the President shall serve as an *ex officio* non-voting member of all other Board and Corporation committees. When necessary, the President shall sign all agreements, contracts, transfers, and conveyances that are authorized by the Board, provided

that the Board may delegate such authority to another officer or to the Executive Director. Under the supervision of the Board, the President shall oversee the operations of the Board and shall prepare reports as may be required by the Board regarding the execution of the President's duties and the management of the Corporation's business.

4.7 *President-Elect.* The President-Elect may assist the President in managing the Corporation's affairs and shall perform such other duties as may be assigned by the Board. The President-Elect shall have and exercise all the authority of the President when the latter is unavailable, unable, fails, or refuses to act and fulfill the responsibilities of that office. The President-Elect shall automatically succeed to the office of President upon the expiration of the latter's term or for any other reason that a permanent vacancy exists in the office of President.

4.8 *Secretary.* The Secretary shall ensure the recording and maintenance of the minutes from Board and its committees meetings; ensure all notices are provided to directors as required by applicable law or these Bylaws; maintain a record of contact information for all directors, which shall be supplied to the Secretary by each director; authenticate the Corporation's records when necessary; and perform such other duties as may be assigned by the Board.

4.9 *Treasurer.* The Treasurer shall have general oversight and supervision of the Corporation's financial affairs. Unless otherwise required by the Board, the Treasurer may serve without bond. The Treasurer shall review and approve the Corporation's budget before its submission to the Board and arrange for an independent audit of the Corporation's finances when necessary. Unless otherwise specified in these Bylaws, the Treasurer shall perform other duties typically associated with this office or any other duties as may be assigned by the Board.

4.10 *Executive Director.* (a) The Board may appoint an Executive Director who, under the supervision of the President, shall manage the Corporation's day-to-day affairs. The Executive Director shall possess all authority associated with the office of the chief executive officer of a corporation, along with any additional duties prescribed by the Board or outlined in these Bylaws. The Executive Director may be employed by the Corporation or retained as an independent contractor. Subject to the authority of the Treasurer, the Executive Director shall maintain custody of all Corporation funds, keep or ensure that complete and accurate accounts of receipts and disbursements are maintained, and deposit or arrange for the deposit of all money, evidence of indebtedness, and other valuable documents of the Corporation in its name and for its benefit in designated banks or depositories as specified by the Board. The Executive Director shall exhibit the books and accounts to any officer or director of the Corporation at all reasonable times. The Executive Director shall serve at the pleasure of the Board and shall be an *ex officio* member of the Board with a voice but no vote.

(b) The Executive Director may engage in negotiations regarding the commitment of resources or the acceptance of money or resources to further the Corporation's purposes. Board approval shall not be required for the Executive Director to sign and execute contracts on behalf of the Corporation when such anticipated expenditures or revenues are provided for in the Board's adopted budget. For the commitment or acceptance of funds not contemplated by the Board's adopted budget, the Executive Director shall receive Board approval to sign and execute contracts on behalf of the Corporation that concern the acceptance of funds valued in excess of \$50,000, or

approval of expenditures valued more than \$5,000. Unless the Board specifies otherwise, the written approval of both the President and the Treasurer shall be sufficient for any commitments exceeding these limits, with such approvals to be reported to the Board.

4.11 *Other Employees and Agents.* Consistent with Board policies and directives, the Executive Director may hire other employees or agents who serve at the pleasure of the Corporation and shall have such authority and perform such duties as the Executive Director may determine. No such employee or agent shall be a director, unless the Board provides otherwise.

4.12 *Compensation.* The Executive Director and other Corporation employees or agents may receive reasonable compensation for services rendered to the Corporation when the necessary funding is included in the approved budgets.

Article 5 **COMMITTEES**

5.1 *Board Committees.* The Board shall have the following standing committees, which will consist solely of directors.

(a) *Executive Committee.* The Executive Committee shall comprise the President, who shall serve as the committee chair, the President-Elect, the Secretary, the Treasurer, and the Executive Director who shall be a non-voting member. The immediate past president of the Board may also serve as a voting member of the committee, provided that such director retains membership on the Board. The Executive Committee shall meet at the request of the President, Executive Director, or any two committee members. The Executive Committee may consult with and advise the Executive Director on Corporation matters. Unless otherwise specified by the Board, the Executive Committee shall have the authority to exercise any powers otherwise granted to the Board to conduct necessary business between Board meetings.

(b) *Governance Committee.* The Governance Committee shall consist of at least three directors appointed by the President. The committee shall make recommendations to the Board regarding policies, organization, and management of the Board and Corporation, including revisions to the bylaws and any other matters the Board may determine.

(c) *Finance Committee.* The Finance Committee shall consist of the Treasurer, who shall serve as the committee chair, and at least two other directors appointed by the President. The Finance Committee shall be responsible for monitoring, recommending policies, and reporting to the Board on all matters regarding the financial affairs of the Corporation, as well as any other matters the Board may determine.

(d) The Executive Committee may establish and appoint other standing or *ad hoc* committees of the Board as it deems desirable, which shall be comprised of directors; provided, however, that such committees may not exercise the power or authority of the Board.

(e) Unless otherwise provided for in these Bylaws, the President shall appoint the chair and members of each standing or *ad hoc* Board committees.

5.2 *Corporation Committees.* The Board, the President, or the Executive Director with the President's approval, may establish and appoint members to corporation committees or advisory boards that do not have or exercise the authority of the Board. Corporation committees or advisory boards may include both directors and individuals who are not directors. The Board, President, or Executive Director, as applicable, shall specify the term and define the powers and duties of each corporation committee or advisory board. The President shall have the authority to appoint the chair of each corporation committee or advisory board, as well as the power to remove or replace the chair or members at any time.

5.3 Other than for the Executive Committee and the Treasurer for the Finance Committee, committee chairs and members of either the Board or Corporation committees shall serve at the pleasure of the President. Vacancies in any committee's membership shall be filled in the same manner as the original appointments to that committee.

5.4 A majority of committee members shall constitute a quorum for the conducting of business by a committee.

5.5 Committees shall make recommendations to the Board when requested by the Board or when a committee determines them to be appropriate. The Secretary shall record or shall cause the recording of minutes of any committee meeting at which such committee will act. Provisions of these Bylaws governing notices and communications, meeting locations, and actions on written consent shall also apply to the Board and Corporation committees.

Article 6

INDEMNIFICATION

6.1. The Corporation shall, to the fullest extent permissible by law, indemnify, hold harmless, and advance expenses to any person who serves or has served at any time as a director, officer, or employee of the Corporation against all expenses, liabilities, and losses, including, without limitation, attorneys' fees, judgments, fines, excise taxes, penalties, or settlement amounts, reasonably incurred or suffered by such person in connection with any threatened, pending, or completed action, suit, or proceeding in which they may become involved by reason of their service in such capacity; provided, however, that no indemnification or advancement of expenses shall be provided for such person with respect to any matter in which they has been finally adjudicated in any proceeding to have not acted in good faith in the reasonable belief that such action was in the best interests of the Corporation; and further, provided that any compromise or settlement payment shall be approved by a concurring vote of a quorum of directors who are not parties to the proceeding at that time.

6.2 The indemnification provided herein shall inure to the benefit of the heirs, executors, administrators, or persons entitled to indemnification hereunder. The right to indemnification under this Article 6 shall not be exclusive of other similar rights to indemnification or advancement of expenses that such persons may be entitled to, whether by contract, law, the

Articles of Incorporation, a resolution of the Board, these Bylaws, the Corporation's purchase and maintenance of insurance on behalf of a director, officer, employee, or agent of the Corporation, or by an agreement with the Corporation for such indemnification. All of these means of indemnification and advancement of expenses are hereby specifically authorized.

6.3 No amendment or repeal of these Bylaws that adversely affects the rights of the indemnified person provided hereunder shall apply to such person concerning any acts or omissions that occurred prior to such amendment or repeal; provided that if any amendment allows the Corporation to provide broader indemnification rights, then such provision shall apply.

6.4 This indemnification provision shall form a contract between the Corporation and the indemnified officers, directors, and employees; provided, however, that the payment of expenses shall occur only upon delivery to the Corporation of a written agreement to repay all amounts advanced if it is ultimately determined that such person is not entitled to indemnification under this Article 6 or otherwise.

6.5 The Corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee, or agent of the Corporation, or in the Board's determination, any other corporation, partnership, joint venture, trust, or other enterprise, against any expense, liability, or loss, regardless of whether the Corporation has the power to indemnify such person or entity against such expense, liability, or loss.

Article 7 **DEPOSITORIES AND EXPENDITURES**

7.1 The Board shall have the authority to select depositories for the Corporation's funds and to direct the method and manner of signing checks, notes, and other instruments binding on the Corporation.

7.2 The Board shall adopt and maintain policies and procedures concerning the Corporation's financial affairs, which the Board shall review annually.

Article 8 **FISCAL YEAR**

8.1 The fiscal year of the Corporation shall end on December 31st of each year unless the Board determines otherwise.

Article 9 **AMENDMENTS**

9.1 These Bylaws may be altered, amended, or repealed by a majority vote of the directors present at any meeting with a quorum, provided that notice of the proposed alteration or amendment is included in the written notice of the meeting given at least seven days prior to the meeting, unless notice is waived in accordance with Section 48-58-204 of the Act.

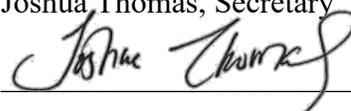
CERTIFICATE

I certify that these Second Amended and Restated Bylaws of the Corporation were approved by the Board of Directors of Walk/Bike Nashville, Inc., by at least two-thirds (2/3) vote at its duly constituted meeting on April 28, 2025.

Date

4/28/2025

Joshua Thomas, Secretary



INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **APR 04 2003**

WALK BIKE NASHVILLE INC
C/O GLEN WANNER
PO BOX 50624
NASHVILLE, TN 37205

Employer Identification Number:

DLN:
17053065021003
Contact Person:
GREGORY K OLWINE ID# 31382
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Foundation Status Classification:
509(a)(1)
Advance Ruling Period Begins:
January 13, 2003
Advance Ruling Period Ends:
December 31, 2007
Addendum Applies:
No

Dear Applicant:

Based on information you supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

Because you are a newly created organization, we are not now making a final determination of your foundation status under section 509(a) of the Code. However, we have determined that you can reasonably expect to be a publicly supported organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

Accordingly, during an advance ruling period you will be treated as a publicly supported organization, and not as a private foundation. This advance ruling period begins and ends on the dates shown above.

Within 90 days after the end of your advance ruling period, you must send us the information needed to determine whether you have met the requirements of the applicable support test during the advance ruling period. If you establish that you have been a publicly supported organization, we will classify you as a section 509(a)(1) or 509(a)(2) organization as long as you continue to meet the requirements of the applicable support test. If you do not meet the public support requirements during the advance ruling period, we will classify you as a private foundation for future periods. Also, if we classify you as a private foundation, we will treat you as a private foundation from your beginning date for purposes of section 507(d) and 4940.

Grantors and contributors may rely on our determination that you are not a private foundation until 90 days after the end of your advance ruling period. If you send us the required information within the 90 days, grantors and contributors may continue to rely on the advance determination until we make

Letter 1045 (DO/CG)

WALK BIKE NASHVILLE INC

a final determination of your foundation status.

If we publish a notice in the Internal Revenue Bulletin stating that we will no longer treat you as a publicly supported organization, grantors and contributors may not rely on this determination after the date we publish the notice. In addition, if you lose your status as a publicly supported organization, and a grantor or contributor was responsible for, or was aware of, the act or failure to act, that resulted in your loss of such status, that person may not rely on this determination from the date of the act or failure to act. Also, if a grantor or contributor learned that we had given notice that you would be removed from classification as a publicly supported organization, then that person may not rely on this determination as of the date he or she acquired such knowledge.

If you change your sources of support, your purposes, character, or method of operation, please let us know so we can consider the effect of the change on your exempt status and foundation status. If you amend your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, let us know all changes in your name or address.

As of January 1, 1984, you are liable for social security taxes under the Federal Insurance Contributions Act on amounts of \$100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the private foundation excise taxes under Chapter 42 of the Internal Revenue Code. However, you are not automatically exempt from other federal excise taxes. If you have any questions about excise, employment, or other federal taxes, please let us know.

Donors may deduct contributions to you as provided in section 170 of the Internal Revenue Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Donors may deduct contributions to you only to the extent that their contributions are gifts, with no consideration received. Ticket purchases and similar payments in conjunction with fundraising events may not necessarily qualify as deductible contributions, depending on the circumstances. Revenue Ruling 67-246, published in Cumulative Bulletin 1967-2, on page 104, gives guidelines regarding when taxpayers may deduct payments for admission to, or other participation in, fundraising activities for charity.

You are not required to file Form 990, Return of Organization Exempt From Income Tax, if your gross receipts each year are normally \$25,000 or less. If you receive a Form 990 package in the mail, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally \$25,000 or less, and sign the return. Because you will be treated as a public charity for return filing purposes during your entire advance ruling period, you should file Form 990 for each year in your advance ruling period

Letter 1045 (DO/CG)

- 3 -

WALK BIKE NASHVILLE INC

that you exceed the \$25,000 filing threshold even if your sources of support do not satisfy the public support test specified in the heading of this letter.

If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. A penalty of \$20 a day is charged when a return is filed late, unless there is reasonable cause for the delay. However, the maximum penalty charged cannot exceed \$10,000 or 5 percent of your gross receipts for the year, whichever is less. For organizations with gross receipts exceeding \$1,000,000 in any year, the penalty is \$100 per day per return, unless there is reasonable cause for the delay. The maximum penalty for an organization with gross receipts exceeding \$1,000,000 shall not exceed \$50,000. This penalty may also be charged if a return is not complete. So, please be sure your return is complete before you file it.

You are not required to file federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You are required to make your annual information return, Form 990 or Form 990-EZ, available for public inspection for three years after the later of the due date of the return or the date the return is filed. You are also required to make available for public inspection your exemption application, any supporting documents, and your exemption letter. Copies of these documents are also required to be provided to any individual upon written or in person request without charge other than reasonable fees for copying and postage. You may fulfill this requirement by placing these documents on the Internet. Penalties may be imposed for failure to comply with these requirements. Additional information is available in Publication 557, Tax-Exempt Status for Your Organization, or you may call our toll free number shown above.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, we will assign a number to you and advise you of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

If we said in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Because this letter could help us resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

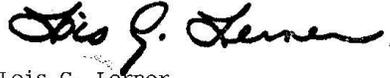
Letter 1045 (DO/CG)

-4-

WALK BIKE NASHVILLE INC

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,



Lois G. Lerner
Director, Exempt Organizations

Enclosure(s):
Form 872-C

Letter 1045 (DO/CG)



Division of Business and Charitable Organizations
Department of State
State of Tennessee
312 Rosa L. Parks Avenue, 6th Floor
Nashville, Tennessee 37243
Phone: 615-741-2286
sos.tn.gov/

Tre Hargett
Secretary of State

DAVID BAVAS
1 SOUTH 7TH ST.
NASHVILLE, TN 37206, USA

Request Type: Certified Copies

Order #: C2025007190

Issuance Date: 02/25/2025

Copies Requested: 1

Document Receipt

Receipt #: 2025-60395

Filing Fee: \$20.00

Payment: Check - 5236

\$20.00

I, Tre Hargett, Secretary of State of the State of Tennessee, do hereby certify that **WALK/BIKE NASHVILLE, INC.**, Control # 000439835 was formed or qualified to do business in the State of Tennessee on 01/13/2003. WALK/BIKE NASHVILLE, INC. has a home jurisdiction of Tennessee and is currently in Active status. The attached documents are true and correct copies and were filed in this office on the date(s) indicated below.

Tre Hargett
Secretary of State

Tracking #	Date Filed	Filing Description
4696-0281	01/13/2003	Initial Filing for Walk/Bike Nashville, Inc.
6494-3288	03/30/2009	Administrative Amendment for Walk/Bike Nashville, Inc.
A0023-2687	06/03/2010	Notice of Determination for Walk/Bike Nashville, Inc.
A0074-2344	06/02/2011	Notice of Determination for Walk/Bike Nashville, Inc.
7191-1667	04/11/2013	Amended and Restated Formation Documents for Walk/Bike Nashville, Inc.
B1041-6060	06/03/2021	Notice of Determination for Walk/Bike Nashville, Inc.
B1391-4778	06/02/2023	Notice of Determination for Walk/Bike Nashville, Inc.

CORPORATION ANNUAL REPORT

Annual Report Filing Fee Due:

\$20, if no changes are made in block #6 to the registered agent/office, or
 \$40, if any changes are made in block #6 to the registered agent/office.

Please return completed form to:
TENNESSEE SECRETARY OF STATE
 Attn: Annual Report
 312 Eighth Avenue N. 6th Floor
 William R. Snodgrass Tower
 Nashville, TN 37243

CURRENT FISCAL YEAR CLOSING MONTH: 12

THIS REPORT IS DUE ON OR BEFORE: 04/01/09

(1) SECRETARY OF STATE CONTROL Number: 0439835

(2A.) NAME AND MAILING ADDRESS OF CORPORATION

WALK/BIKE NASHVILLE

C/O JANE LACY
 1139 CLIFTON LN.
 NASHVILLE, TN 37204



(2B.) STATE OR COUNTRY OF INCORPORATION
 TENNESSEE

(2C.) ADD OR CHANGE MAILING ADDRESS:

C/O JEFF THEM M
 2518 FAIRFAX AVE
 NASHVILLE, TN 37212

SECRETARY OF STATE
 2009 MAR 30 PM 1:22
 STATE OF TENNESSEE

6494.3288

(3) A. PRINCIPAL ADDRESS INCLUDING CITY, STATE, ZIP CODE:
 1139 CLIFTON LANE, NASHVILLE, TN 37204

B. CHANGE OF PRINCIPAL ADDRESS:

STREET CITY STATE ZIP CODE + 4
 2518 FAIRFAX AVE NASHVILLE TN 37212

(4) NAME AND BUSINESS ADDRESS, INCLUDING ZIP CODE, OF THE PRESIDENT, SECRETARY AND OTHER PRINCIPAL OFFICERS.
 (ATTACH ADDITIONAL SHEET IF NECESSARY.)

Title	Name	Business Address	City, State, Zip Code + 4
President			
Secretary			

(5) BOARD OF DIRECTORS (NAMES, BUSINESS ADDRESS INCLUDING ZIP CODE.) (ATTACH ADDITIONAL SHEET IF NECESSARY.)

SAME AS ABOVE, NONE, OR LISTED BELOW:

Name	Business Address	City, State, Zip Code + 4
Thomas F. O'Connell		
Thomas F. O'Connell	1821 6th Ave North	Nashville, TN 37208
Sean Davies	7404 George Gaines Rd	Nashville, TN 37221

(6) A. NAME OF REGISTERED AGENT AS APPEARS ON SECRETARY OF STATE RECORDS:

JANE LACY

B. REGISTERED ADDRESS AS APPEARS ON SECRETARY OF STATE RECORDS:

1139 CLIFTON LANE, NASHVILLE, TN 37204

C. INDICATE BELOW ANY CHANGES TO THE REGISTERED AGENT NAME AND/OR REGISTERED OFFICE.

(i.) CHANGE OF REGISTERED AGENT: JEFF THEM M

(ii.) CHANGE OF REGISTERED OFFICE (Street Address): 2518 FAIRFAX AVE
 (City) NASHVILLE (State) TN (Zip Code + 4) TN 37212 (County) DAVIDSON

(7) A. THIS BOX APPLIES ONLY TO NONPROFIT CORPORATIONS. OUR RECORDS REFLECT THAT YOUR NONPROFIT CORPORATION IS A PUBLIC BENEFIT OR A MUTUAL-BENEFIT CORPORATION AS INDICATED:

IF BLANK OR INCORRECT, PLEASE CHECK APPROPRIATE BOX: PUBLIC MUTUAL

PUBLIC

B. IF A TENNESSEE RELIGIOUS CORPORATION, PLEASE CHECK BOX IF BLANK RELIGIOUS

(8) SIGNATURE

(9) DATE
 3-28-09

(10) TYPE/PRINT NAME OF SIGNER
 JEFFREY J THEM M

(11) TITLE OF SIGNER
 Treasurer

*** THIS REPORT MUST BE DATED AND SIGNED ***



1 5 3 0 5 0 1 2 3 4

**CHARTER
OF
WALK/BIKE NASHVILLE**

The undersigned natural person, having capacity to contract and acting as the incorporator of a corporation under the Tennessee General Corporation Act, adopts the following charter for such corporation:

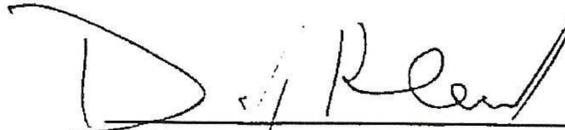
- RECEIVED
STATE OF TENNESSEE
2004 JAN 13 PM 4:10
RILEY DARNELL
SECRETARY OF STATE
1. The name of the corporation is Walk/Bike Nashville.
 2. The duration of the corporation is perpetual.
 3. The address of the principal office of the corporation in the State of Tennessee shall be 2904 23rd Ave., South, Nashville, Davidson County, Tennessee 37215.
 4. The corporation is not for profit.
 5. The purpose, or purposes, for which the corporation is organized are to make Nashville a more walkable, bikeable, livable city, all as more particularly set forth in the Mission Statement stated in the By-Laws of the Corporation.
 6. The corporation shall have members.
 7. The corporation is organized exclusively for charitable, educational and/or scientific purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code.
 8. No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its members, directors, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the goals and objectives set forth in the Mission Statement. No substantial part of the activities of the corporation shall be the carrying on of propaganda or supporting any political campaign. This statement does not imply that the membership of the organization shall not be able to attempt to encourage legislation aimed at promoting the goals of the organization. However, this is not the primary purpose of this corporation. Notwithstanding any other provision of these articles, the corporation shall not carry on any other activities not permitted to be carried on by an IRS 501(c)(3) organization or a corporation whereby contributions to it are deductible under IRS Code Section 170(c)(2).
 9. The corporation shall be a public benefit corporation. Upon the dissolution of the corporation, after paying or making provision for the payment of all of the liabilities of the corporation, all assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to a state or local government for a public purpose. Any such assets not so disposed shall be disposed of by a Court of Competent Jurisdiction of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations as said Court shall determine, which are organized and operated exclusively for such purposes.

4 75 12 15 11 12 13 22

10. The Board of Directors is expressly authorized to (a) take, on written consent without a meeting, any action which it could take by means of a regularly called and held meeting, provided that such written consent sets forth the action so taken and is signed by all the directors; (b) Adopt, amend, restate, or repeal any of the corporation's by-laws; (c) by a vote of a majority of the entire Board of Directors, remove a member of the Board for cause as defined by Section 48-2-807(a) of the Tennessee General Corporation Act.

11. The address of the registered office and the registered agent for the corporation shall be David L. Kleinfelter, 2904 23rd Ave., South, Nashville, Davidson County, Tennessee 37215.

Jan. 13, 2003
Signature Date


David L. Kleinfelter, Incorporator
2904 23rd Ave., South
Nashville, Tennessee 37215



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

JEFF THEMME
RE: WALK/BIKE NASHVILLE
2518 FARIFAX AVE
NASHVILLE, TN 37212

Issuance Date: June 3, 2010

RE: Notice of Determination for WALK/BIKE NASHVILLE

Control # 439835

Dear Business Entity:

Pursuant to the provisions of Sections 48-24-201 or 48-25-301 of the Tennessee Business Corporation Act or Sections 48-64-201 or 48-65-301 of the Tennessee Nonprofit Corporation Act, it has been determined that the following ground(s) exist(s) for the administrative dissolution of the above corporation, if a Tennessee corporation, or the revocation of its certificate of authority, if a foreign corporation:

The annual report which was due on or before 04/01/2010 has not been filed. You may generate the annual report form from our website [<http://TNBear.TN.gov/AR>] and either file it electronically or mail the paper document to the Tennessee Secretary of State at the address noted on the annual report form. If you do not have access to the Internet please call us at (615) 741-2286 and we will mail you an annual report form.

If each ground for dissolution or revocation is not corrected or proven not to exist within two (2) months after the issuance date of this notice, the business entity and any associated assumed name(s) shall be administratively dissolved or may have its certificate of authority revoked, as appropriate.

If you have questions, please contact us at the number noted below.

Sincerely,

Business Services Division

Phone (615) 741-2286 * Fax (615) 741-7310 * Website: <http://tnbear.tn.gov/>

Image # A0023-2687



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

David Kleinfelter
RE: WALK/BIKE NASHVILLE
2904 23rd Avenue South
Nashville, TN 37215

Issuance Date: June 2, 2011

RE: Notice of Determination for WALK/BIKE NASHVILLE

Control # 439835

Dear Business Entity:

Pursuant to the provisions of Sections 48-24-201 or 48-25-301 of the Tennessee Business Corporation Act or Sections 48-64-201 or 48-65-301 of the Tennessee Nonprofit Corporation Act, it has been determined that the following ground(s) exist(s) for the administrative dissolution of the above corporation, if a Tennessee corporation, or the revocation of its certificate of authority, if a foreign corporation:

The annual report which was due on or before 04/01/2011 has not been filed. You may generate the annual report form from our website [<http://TNBear.TN.gov/AR>] and either file it electronically or mail the paper document to the Tennessee Secretary of State at the address noted on the annual report form.

If each ground for dissolution or revocation is not corrected or proven not to exist within two (2) months after the issuance date of this notice, the business entity and any associated assumed name(s) shall be administratively dissolved or may have its certificate of authority revoked, as appropriate.

If you have questions, please contact us at the number noted below.

Sincerely,

Business Services Division

Phone (615) 741-2286 * Fax (615) 741-7310 * Website: <http://tnbear.tn.gov/>

Image # A0074-2344

AMENDED AND RESTATED

CHARTER OF

WALK/BIKE NASHVILLE

Pursuant to unanimous approval of the Board of Directors of Walk/Bike Nashville, Inc., (the "Corporation") and Sections 48-60-101, et seq., of the Tennessee Nonprofit Corporation Act, the following Amended and Restated Charter of the Corporation is adopted:

1. The name of the Corporation is Walk/Bike Nashville, Inc.
2. The duration of the Corporation is perpetual.
3. The address of the principal office of the Corporation in the State of Tennessee shall be 424 Church Street, Suite 1750, Nashville, Davidson County, Tennessee 37219.
4. The Corporation is not for profit.
5. The Corporation will not have members. The corporation will be governed by the Board of Directors, as more particularly specified in the Bylaws of the corporation.
6. The purposes for which the Corporation is organized are:
 - a. To operate exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, or corresponding section of any future federal tax code; and
 - b. To engage in activities to make Nashville a more walkable, bikeable, livable city.
7. No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, its directors, officers, or other private individuals or persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the goals and objectives set forth in this Charter, the By Laws, and/or Mission Statement of the Corporation. No substantial part of the activities of the Corporation shall be the carrying on of propaganda or supporting any political campaign. This statement does not imply that the Board or membership of the organization shall not attempt to encourage legislation aimed at promoting the goals of the organization, but that is not the primary purpose of this Corporation. Notwithstanding any other provision of this Charter, the Corporation shall not carry on any endeavors or activities not permitted to be carried on by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, or corresponding section of any future federal tax code, or by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1986, or corresponding section of any future federal tax code.

8. The Corporation shall be a public benefit corporation.

9. Upon the dissolution of the Corporation, the Board of Directors shall, after paying or making provision for the payment of all of the liabilities of the Corporation, donate all remaining assets to one or more organizations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code of 1986, 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 exclusively public purposes.

10. The Board of Directors is expressly authorized to:

- a. Take, on written consent without a meeting, any action which it could take by means of a regularly called and held meeting, provided that such written consent sets forth the action so taken and is signed by all the directors;
- b. Adopt, amend, restate, or repeal any of the corporation's by-laws;
- c. By a vote of a majority of the entire Board of Directors, remove a member of the Board for cause; and
- d. By a vote of a two thirds (2/3) majority of the entire Board of Directors, remove a member of the Board without cause.

11. Limitation on Directors' Liability.

- a. To the fullest extent that the Tennessee Nonprofit Business Corporation Act shall permit the limitation or elimination of the liability of directors, a director of the Corporation shall not be personally liable to the Corporation or its shareholders for monetary damages for breach of fiduciary duty as a director, except for liability (a) for any breach of the director's duty of loyalty to the Corporation or its members, if any, (b) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, and (c) under section 48-58-304 of the Tennessee Nonprofit Corporation Act.
- b. If the Tennessee Nonprofit Corporation Act is amended to authorize further elimination or limitation of the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Tennessee Nonprofit Corporation Act, as so amended.

12. Indemnification.

- a. The Corporation shall indemnify, and upon request shall advance expenses to, in the manner and to the fullest extent permitted by law, any officer or director (or the estate of any such person) who was or is a party to, or is threatened to be made a party to, any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, investigative, or otherwise, by reason of the fact that such person is or was a director or officer

of the Corporation, or is or was serving at the request of the Corporation as a director, officer, partner, trustee, or employee of another corporation, partnership, joint venture, trust, or other enterprise ("Indemnitee").

- b. To the fullest extent permitted by law, the indemnification and advances provided for herein shall include expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement. The indemnification provided herein shall not be deemed to limit the right of the Corporation to indemnify any other person for any such expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement to the fullest extent permitted by law. Notwithstanding the foregoing, the Corporation shall not indemnify any Indemnitee:
 - i. In any proceeding by the Corporation against the Indemnitee;
 - ii. In the event the board of directors determines that indemnification is not available under the circumstances because the Indemnitee has not met the standard of conduct set forth in section 48-58-502 of the Tennessee Nonprofit Corporation Act; or
 - iii. If a judgment or other final adjudication adverse to the Indemnitee establishes his liability: (A) for any breach of the duty of loyalty to the Corporation or its shareholders, (B) for acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law, or (C) under section 48-58-502 of the Tennessee Nonprofit Corporation Act.

13. Insurance. The Corporation, to the fullest extent permitted by law, may purchase and maintain insurance on behalf of any director, officer, or employee of the Corporation, or any other person, against any liability that may be asserted against any such director, officer, employee, or other person.

14. The address of the registered office and the registered agent for the corporation shall be:

David L. Kleinfelter
424 Church Street, Suite 1750
Nashville, Tennessee 37219.

15. This Amended and Restated Charter itself was duly adopted by the Board of Directors of the Corporation on February 13, 2013, and duly adopted at the membership meeting of the Corporation, held at the offices of the Nashville Downtown Partnership, 150 Fourth Av. North, Nashville, TN, on March 13, 2013.

This Amended and Restated Charter supersedes the Corporation's original Charter and all prior amendments thereto.

3-13-2013

Signature Date



David Kleinfelter, President
Walk/Bike Nashville, Inc.



Tre Hargett
Secretary of State

Division of Business Services
Department of State
State of Tennessee
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102

WALK/BIKE NASHVILLE, INC.
RE: Walk/Bike Nashville, Inc.
1 S 7TH ST
NASHVILLE, TN 37206-4213

Issuance Date: June 3, 2021

Control # 439835

RE: Notice of Determination for Walk/Bike Nashville, Inc.

Dear Business Entity:

Pursuant to the provisions of T.C.A. § 48-24-201 or § 48-25-301 of the Tennessee Business Corporation Act or T.C.A. § 48-64-201 or § 48-65-301 of the Tennessee Nonprofit Corporation Act, it has been determined that the following ground(s) exist(s) for the administrative dissolution of the above corporation, if a Tennessee corporation, or the revocation of its certificate of authority, if a foreign corporation:

The annual report which was due on or before 04/01/2021 has not been filed. You may generate the annual report form from our website [<https://TNBear.TN.gov/>] and either file it electronically or mail it along with the filing fee to the Tennessee Secretary of State at the address noted on the annual report form.

If each ground for dissolution or revocation is not corrected or proven not to exist within 60 calendar days from the issuance date of this notice, the business entity, all associated assumed names, and any workers' compensation exemption registrations associated with this entity shall be administratively dissolved/revoked or may have its certificate of authority revoked and the entity will have to complete additional requirements and pay additional filing fees to reinstate or terminate.

NOTE: Make sure to add your business email when filing your annual report to receive reminders of important deadlines.

If you have questions, please contact us at the number noted below.

Sincerely,

Business Services Division



Tre Hargett
Secretary of State

Division of Business Services
Department of State
State of Tennessee
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102

WALK/BIKE NASHVILLE, INC.
RE: Walk/Bike Nashville, Inc.
1 S 7TH ST
NASHVILLE, TN 37206-4213

Issuance Date: June 2, 2023

Control # 439835

RE: Notice of Determination for Walk/Bike Nashville, Inc.

Dear Business Entity:

Pursuant to the provisions of T.C.A. § 48-24-201 or § 48-25-301 of the Tennessee Business Corporation Act or T.C.A. § 48-64-201 or § 48-65-301 of the Tennessee Nonprofit Corporation Act, it has been determined that the following ground(s) exist(s) for the administrative dissolution of the above corporation, if a Tennessee corporation, or the revocation of its certificate of authority, if a foreign corporation:

The annual report which was due on or before 04/01/2023 has not been filed. You may generate the annual report form from our website [<https://TNBear.TN.gov/>] and either file it electronically or mail it along with the filing fee to the Tennessee Secretary of State at the address noted on the annual report form.

If each ground for dissolution or revocation is not corrected or proven not to exist within 60 calendar days from the issuance date of this notice, the business entity, all associated assumed names, and any workers' compensation exemption registrations associated with this entity shall be administratively dissolved/revoked or may have its certificate of authority revoked and the entity will have to complete additional requirements and pay additional filing fees to reinstate or terminate.

NOTE: Make sure to add your business email when filing your annual report to receive reminders of important deadlines.

If you have questions, please contact us at the number noted below.

Sincerely,

Business Services Division

Phone (615) 741-2286 * Fax (615) 741-7310 * Website: <http://tnbear.tn.gov/>

Image # B1391-4778



Tre Hargett
Secretary of State

Division of Business and Charitable Organizations
Department of State
State of Tennessee
312 Rosa L. Parks Avenue, 6th Floor
Nashville, Tennessee 37243
Phone: 615-741-2286
sos.tn.gov/

Date: 03/05/2025

Invoice: 2025-60395

Customer Information

DAVID BAVAS
WALK/BIKE NASHVILLE, INC.
1 SOUTH 7TH ST.
NASHVILLE, TN 37206, USA

Tracking #	Description	Amount Paid
C2025007190	Certificates & Certified Copies for WALK/BIKE NASHVILLE, INC. (BS Document Copies)	\$ 20.00
Payment Details		
	Fee Total:	\$ 20.00
	Payment Total:	\$ 0.00
	Amount Due:	\$ 0.00
Payment Method		
	Payment Type: Check	
	Check/Confirmation Number: 5236	



Division of Business and Charitable Organizations
Department of State
 State of Tennessee
 312 Rosa L. Parks Avenue, 6th Floor
 Nashville, Tennessee 37243
 Phone: 615-741-2286
 sos.tn.gov/

Tre Hargett
 Secretary of State

Meredith Montgomery
 1 SOUTH 7TH ST
 NASHVILLE, TN 37220, USA

12/22/2025

Filing Acknowledgment

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

Entity Name:	WALK/BIKE NASHVILLE, INC.		
SOS Control #:	000439835	Initial Filing Date:	01/13/2003
Entity Type:	Nonprofit Corporation	Formation Locale:	Tennessee
Status:	Active	Duration Term:	Perpetual
Fiscal Year Close:	December	Annual Report Due:	04/01/2026
Business County:	DAVIDSON		
Benefit Type:	Public Benefit Corporation	Religious Type:	Non-Religious

Document Receipt

Receipt #: 2025-103641	Filing Fee:	\$20.00
Payment: Credit Card - 3893791596		\$20.00

Annual Report Due Date: 04/01/2025	Next Annual Report Due: 04/01/2026
Annual Report Date Filed: 03/13/2025	Tracking Number: B2025079320

This will acknowledge the filing of the attached Annual Report with an effective date as indicated above. When corresponding with this office or submitting documents for filing, please refer to the control number above.

Tre Hargett
 Secretary of State

Event History

Annual Report Due Date changed from: 4/1/2025 to: 4/1/2026
 NAICS changed

Tracking Number
B2025079320



Tre Hargett
Secretary of State

Annual Report

Division of Business and Charitable Organizations
Department of State
State of Tennessee
312 Rosa L. Parks Avenue, 6th Floor
Nashville, Tennessee 37243
Phone: 615-741-2286
sos.tn.gov/businesses

Control #: 000439835
Filed: 03/13/2025 11:36 AM
Tre Hargett
Secretary of State

Entity Information

Business Name: WALK/BIKE NASHVILLE, INC.

Entity Type: Non-Profit Corporation

Place of Formation: Tennessee

Control Number: 000439835

Principal Office Address:

1 S 7TH ST
USA, NASHVILLE, TN 37206-4213

Mailing Address:

1 S 7TH ST
USA, NASHVILLE, TN 37206-4213

Nature of Business (NAICS):

813319 - Other Social Advocacy Organizations

Officer Information

KATIE HARMON
918 IRELAND ST
NASHVILLE, TN 37208, USA
Director

JOSHUA THOMAS
734 BURGESS DRIVE
NASHVILLE, TN 37209, USA
Director, Treasurer

EDWARD HENLEY
1208 3RD AVENUE S UNIT 7
NASHVILLE, TN 37210, USA
Director

SCOT HAWTHORNE
3801 NEBRASKA AVE
NASHVILLE, TN 37209, USA
Director

ANDREA BARBOUR
2004 VILLAGE PARK CIRCLE
OLD HICKORY, TN 37138, USA
Director

DANIEL MCDONELL
717 S 12TH ST
NASHVILLE, TN 37206, USA
Other

ANDREA BARBOUR
1610 KNOWLES STREET UNIT B
NASHVILLE, AL 37208, USA
Vice President

RYAN WALSH
908B GALE LANE
NASHVILLE, TN 37204, USA
Director

NATASHA WILKINS
5982 MONROE CROSSING
ANTIOCH, TN 37013, USA
Director

BRUCE BARRY
2017 20TH AVE SOUTH NASHVILLE
TN 37212
NASHVILLE, TN 37212, USA
Director

DANIEL MCDONELL
717 S 12TH STREET
NASHVILLE, TN 37206, USA
Director

AMY SAFFELL
3201 ASPEN GROVE DRIVE
FRANKLIN, TN 37067, USA
Director

CHRIS WEINMAN

CHRIS WEINMAN

ERIN HAFKENSCHIEL

1424 GREENWOOD AVE
NASHVILLE, TN 37206, USA
Director

1424 GREENWOOD AVENUE
NASHVILLE, TN 37206, USA
President

2908 OAKLAND AVE
NASHVILLE, TN 37212, USA
Director

JOSE RESENDIZ
129 MARIE STREET
NASHVILLE, TN 37207, USA
Director

JUSTIN BAILEY
1426 SUMNER AVE
NASHVILLE, TN 37206, USA
Director

JENNIFER KAMPER
1016 STAINBACK AVE
NASHVILLE, TN 37207, USA
Director, Secretary

MUNYETTE MOORE
5587 HILL RD
BRENTWOOD, TN 37027, USA
Director, Vice President

Registered Agent Information

WALK/BIKE NASHVILLE, INC.
1 S 7TH ST
NASHVILLE, TN 37206-4213

Signature

By entering my name in the space provided below, I certify that I am authorized to file this document on behalf of this entity, have examined the document and, to the best of my knowledge and belief, it is true, correct and complete as of this day.

Signed Electronically: DAVID BAVAS
Title: OPERATIONS DIRECTOR

Date: 03/13/2025



Tre Hargett
Secretary of State

Division of Business and Charitable Organizations
Department of State
State of Tennessee
312 Rosa L. Parks Avenue, 6th Floor
Nashville, Tennessee 37243
Phone: 615-741-2286
sos.tn.gov/

Date: 03/13/2025

Invoice: 2025-103641

Customer Information

Meredith Montgomery
WALK/BIKE NASHVILLE, INC.
1 SOUTH 7TH ST
NASHVILLE, TN 37220, USA

Tracking #	Description	Amount Paid
B2025079320	2024 Annual Report for WALK/BIKE NASHVILLE, INC. (Corporation Filings)	\$ 20.00
Payment Details		
	Fee Total:	\$ 20.00
	Payment Total:	\$ 20.00
	Amount Due:	\$ 0.00
Payment Method		
	Payment Type: Credit Card	
	Check/Confirmation Number: 3893791596	

WALK/BIKE NASHVILLE, INC.
FINANCIAL STATEMENTS
AND
INDEPENDENT AUDITOR'S REPORT
DECEMBER 31, 2024

WALK/BIKE NASHVILLE, INC.
FINANCIAL STATEMENTS
AND
INDEPENDENT AUDITOR'S REPORT

DECEMBER 31, 2024

CONTENTS

PAGE

<u>INDEPENDENT AUDITOR'S REPORT</u>	1 - 2
 <u>FINANCIAL STATEMENTS</u>	
Statement of Financial Position.....	3
Statement of Activities	4
Statement of Functional Expenses	5
Statement of Cash Flows.....	6
Notes to Financial Statements	7 - 14



INDEPENDENT AUDITOR’S REPORT

Board of Directors
Walk/Bike Nashville, Inc.
Nashville, Tennessee

OPINION

We have audited the accompanying financial statements of Walk/Bike Nashville, Inc. (the “Organization”) which comprise the statement of financial position as of December 31, 2024, the related statements of activities, cash flows and functional expenses for the year 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 Walk/Bike Nashville, Inc. as of December 31, 2024 and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

BASIS FOR OPINION

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS). 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 Walk/Bike Nashville, Inc., 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 Walk/Bike Nashville, Inc.’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 GAAS will always detect a material misstatement when it exists. 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 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 GAAS, 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 the Organization'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 the Organization'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.

Baker Tilly US, LLP

Nashville, Tennessee
December 22, 2025

WALK/BIKE NASHVILLE, INC.

STATEMENT OF FINANCIAL POSITION

DECEMBER 31, 2024

ASSETS

Cash and cash equivalents	\$ 177,869
Accounts receivable	40,877
Grants receivable	56,653
Operating lease, right-of-use asset	2,709
Other assets	<u>6,185</u>
 TOTAL ASSETS	 <u><u>\$ 284,293</u></u>

LIABILITIES AND NET ASSETS

<u>LIABILITIES</u>	
Accrued expenses	\$ 3,673
Operating lease liability	<u>2,709</u>
 TOTAL LIABILITIES	 <u>6,382</u>
 <u>NET ASSETS</u>	
Without donor restrictions	<u>277,911</u>
 TOTAL NET ASSETS	 <u>277,911</u>
 TOTAL LIABILITIES AND NET ASSETS	 <u><u>\$ 284,293</u></u>

See accompanying notes to financial statements.

WALK/BIKE NASHVILLE, INC.STATEMENT OF ACTIVITIESFOR THE YEAR ENDED DECEMBER 31, 2024

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
REVENUES AND SUPPORT			
Contributions	\$ 5,944	\$ 51,000	\$ 56,944
Government and foundation grants	247,489	-	247,489
Membership dues	87,296	-	87,296
Sponsorship	164,206	-	164,206
Special events	43,916	-	43,916
Merchandise sales	1,844	-	1,844
Program revenue	19,816	-	19,816
Interest income	5,291	-	5,291
Other income	14,142	-	14,142
Net assets released resulting from satisfaction of donor stipulations	<u>51,000</u>	<u>(51,000)</u>	<u>-</u>
TOTAL REVENUES AND SUPPORT	<u>640,944</u>	<u>-</u>	<u>640,944</u>
EXPENSES			
Program services	392,722	-	392,722
Supporting services:			
Management and general	114,910	-	114,910
Fundraising	<u>114,982</u>	<u>-</u>	<u>114,982</u>
TOTAL EXPENSES	<u>622,614</u>	<u>-</u>	<u>622,614</u>
CHANGE IN NET ASSETS	18,330	-	18,330
NET ASSETS - BEGINNING OF YEAR	<u>259,581</u>	<u>-</u>	<u>259,581</u>
NET ASSETS - END OF YEAR	<u>\$ 277,911</u>	<u>\$ -</u>	<u>\$ 277,911</u>

See accompanying notes to financial statements.

WALK/BIKE NASHVILLE, INC.

STATEMENT OF FUNCTIONAL EXPENSES

FOR THE YEAR ENDED DECEMBER 31, 2024

	Program Services	Supporting Services		Total Supporting Services	Total
		Management and General	Fundraising		
Advertising	\$ 428	\$ 110	\$ 73	\$ 183	\$ 611
Bad debt	1,050	450	-	450	1,500
Consulting	-	-	392	392	392
Dues and subscriptions	515	132	89	221	736
Event expenses	11,097	9,147	31,749	40,896	51,993
Insurance	3,626	932	622	1,554	5,180
Occupancy	22,752	5,851	3,900	9,751	32,503
Office expenses	12,897	3,634	2,067	5,701	18,598
Payroll taxes and benefits	37,541	9,426	5,399	14,825	52,366
Printing, publication and postage	696	179	119	298	994
Professional fees	11,929	3,067	2,045	5,112	17,041
Program expenses	12,496	7,676	18,691	26,367	38,863
Repairs and maintenance	1,107	285	190	475	1,582
Salaries	253,518	65,190	43,460	108,650	362,168
Training and development	23,893	6,144	4,096	10,240	34,133
Travel	2,768	712	474	1,186	3,954
TOTAL EXPENSES	<u>\$ 392,722</u>	<u>\$ 114,910</u>	<u>\$ 114,982</u>	<u>\$ 229,892</u>	<u>\$ 622,614</u>

See accompanying notes to financial statements.

WALK/BIKE NASHVILLE, INC.STATEMENT OF CASH FLOWSFOR THE YEAR ENDED DECEMBER 31, 2024

OPERATING ACTIVITIES	
Change in net assets	\$ <u>18,330</u>
Adjustments to reconcile change in net assets to net cash used in operating activities:	
(Increase) decrease in:	
Accounts receivable	(36,877)
Grants receivable	(2,660)
Other assets	9,377
Operating lease, right-of-use asset	31,682
Increase (decrease) in:	
Accrued expenses	(3,544)
Operating lease liability	<u>(31,682)</u>
TOTAL ADJUSTMENTS	<u>(33,704)</u>
NET CASH USED IN OPERATING ACTIVITIES	<u>(15,374)</u>
DECREASE IN CASH AND CASH EQUIVALENTS	(15,374)
CASH AND CASH EQUIVALENTS - BEGINNING OF YEAR	<u>193,243</u>
CASH AND CASH EQUIVALENTS - END OF YEAR	<u>\$ <u>177,869</u></u>

See accompanying notes to financial statements.

WALK/BIKE NASHVILLE, INC.

NOTES TO FINANCIAL STATEMENTS

DECEMBER 31, 2024

NOTE 1 - GENERAL

Walk/Bike Nashville, Inc. (the “Organization”) was incorporated in 2003 as a Tennessee not-for-profit corporation. The Organization’s mission is to build a more walkable, bikeable and livable Nashville. The Organization’s revenues and support come primarily from grants, contributions and memberships.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The financial statements of the Organization have been prepared in accordance with U.S. generally accepted accounting principles (“GAAP”), which require the Organization to report information regarding its financial position and activities according to the following net asset classifications:

Net assets without donor restrictions: Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Organization. These net assets may be used at the discretion of the Organization’s management and the board of directors.

Net assets with donor restrictions: Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Organization or by the passage of time.

Donor restricted contributions are reported as increases in net assets with donor restrictions. When a restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the Statement of Activities.

Revenue Recognition

Contributions are recognized when cash, securities or other assets, or an unconditional promise to give are received. A contribution is conditional if an agreement includes a barrier that must be overcome and either a right of return of assets transferred or a right of release of a promisor’s obligation of transfer assets exists. The presence of both a barrier and a right of return or right of release indicates that a recipient is not entitled to the contribution until it has overcome the barrier(s) in the agreement. Conditional promises to give are not recognized until the barrier(s) in the agreement are overcome.

WALK/BIKE NASHVILLE, INC.

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

DECEMBER 31, 2024

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Revenue Recognition (Continued)

Grant revenue is recognized in the period in which a liability is incurred for eligible expenditures under the terms of the grant. In addition to government grants, the Organization receives certain appropriations from government entities which are recorded as revenue when the payments are received. These revenues are reported as government support.

Contributed property and equipment are recorded at fair value at the date of donation. Contributions with donor-imposed stipulations regarding how long the contributed assets must be used are recorded as net assets with donor restrictions; otherwise, the contributions are recorded as net assets without donor restrictions.

Sponsorship revenue is recognized in the time period in which the sponsor is recognized which may be for either a single event or a calendar year.

Special events revenue is generated from ticket sales and sales of items at events held during the period and revenues are recognized when the events occur, which is the completion of the Organization's performance obligation.

Merchandise sales are recognized when control of products is transferred to customers, in an amount that reflects the consideration the Organization expects to be entitled to in exchange. The nature of the Organization's business does not give rise to variable consideration.

Cash and Cash Equivalents

Cash and cash equivalents consist principally of checking account balances and money market accounts held at financial institutions.

Grants Receivable

Grants receivable consist of balances due to the Organization for foundation grants awarded when grants are unconditional and not yet received. Grants receivable for conditional government grants are recognized when grant conditions are substantially met and the grant is not yet received. No allowance for uncollectible amounts is provided based on management's estimate as of December 31, 2024.

WALK/BIKE NASHVILLE, INC.

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

DECEMBER 31, 2024

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Property and Equipment

Property and equipment are recorded at cost. Donated assets are capitalized at fair market value in the period received. The Organization generally capitalizes property and equipment over \$750 with a useful life in excess of one year. Depreciation of property and equipment is provided over the estimated useful lives of the respective assets on a straight-line basis as follows:

Computers and equipment	5 years
Vehicles	5 years

Advertising and Promotion

The Organization’s advertising and promotion costs are expensed as incurred. Advertising and promotion expense for the year ended December 31, 2024 totaled approximately \$600.

Income Taxes

The Organization qualifies as a not-for-profit organization exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code. Accordingly, income taxes are not provided.

Management performs an evaluation of all income tax positions taken or expected to be taken in the course of preparing the Organization’s income tax returns to determine whether the income tax positions meet a “more likely than not” standard of being sustained under examination by the applicable taxing authorities. Management has performed its evaluation of all income tax positions taken on all open income tax returns and has determined that there were no positions taken that do not meet the “more likely than not” standard. Accordingly, there are no provisions for income taxes, penalties or interest receivable or payable relating to uncertain income tax positions in the accompanying financial statements.

The Organization files U.S. federal Form 990 for organizations exempt from income tax.

WALK/BIKE NASHVILLE, INC.

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

DECEMBER 31, 2024

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Program and Supporting Services

The following program and supporting services are included in the accompanying financial statements:

Program Services:

The Organization seeks to promote fun, meaningful events for walking and biking with the understanding that these events can positively impact walking and bicycling activity in Nashville.

The Organization works to educate and engage Nashvillians so that they can safely access the city's streets, bikeways, greenways and sidewalks.

The Organization serves as the premier voice in pedestrian and bicycling advocacy in Nashville, actively seeking to involve residents in decisions about their streets and efforts to make them safer and more welcoming to those on foot and bicycle.

Supporting Services:

Management and General - relates to the overall direction of the Organization. These expenses are not identifiable with a particular program or event, or with fundraising, but are indispensable to the conduct of those activities and are essential to the Organization. Specific activities include organization oversight, business management, recordkeeping, budgeting, financing and other administrative activities.

Fundraising - includes costs of activities directed toward appeals for financial support, including special events. Other activities include the creation and distribution of fundraising materials.

Allocation of Functional Expenses

Expenses that can be directly attributed to a particular function are charged to that function. Certain costs have been allocated among more than one program or activity based on objectively evaluated financial and nonfinancial data or reasonable subjective methods determined by management. The salaries and related taxes and benefits, insurance, advertising, event expenses, meals, entertainment, travel, office expenses, printing, publication and postage, repairs and maintenance, taxes and licenses, training and development, professional fees, and dues and subscriptions are allocated based on estimates of time expended on those resources. Occupancy is allocated based on space of the related use of the property.

WALK/BIKE NASHVILLE, INC.

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

DECEMBER 31, 2024

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Use of Estimates in the Preparation of Financial Statements

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Events Occurring After Reporting Date

The Organization has evaluated events and transactions that occurred between December 31, 2024 and December 22, 2025, the date the financial statements were available to be issued, for possible recognition or disclosure in the financial statements.

NOTE 3 - LIQUIDITY AND AVAILABILITY

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the statement of financial position date, comprise the following as of December 31, 2024:

Cash cash equivalents	\$ 177,869
Accounts receivable	<u>40,877</u>
Financial assets available to meet general expenditures over the next twelve months	<u>\$ 218,746</u>

NOTE 4 - PROPERTY AND EQUIPMENT

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

Computers and equipment	\$ 6,564
Vehicles	<u>2,956</u>
	9,520
Less: accumulated depreciation	<u>(9,520)</u>
	<u>\$ -</u>

WALK/BIKE NASHVILLE, INC.NOTES TO FINANCIAL STATEMENTS (CONTINUED)DECEMBER 31, 2024

NOTE 5 - LEASES

The Organization leases its facility under an operating lease agreement that has an initial term of two years. The lease contains termination options, where the rights to terminate are held by either the Organization, the lessor or both parties. Operating lease cost is recognized on a straight-line basis over the lease term.

The components of lease expense are as follows for the year ended December 31, 2024:

Operating lease cost	\$ 32,503
Total lease cost	<u>\$ 32,503</u>

Additional information related to leases is as follows as of December 31, 2024:

Operating leases:	
Operating lease right-of-use assets	<u>\$ 2,709</u>
Current maturities of operating lease liability	<u>\$ 2,709</u>
Total operating lease liabilities	<u>\$ 2,709</u>
Weighted-average remaining lease term:	
Operating leases	0.08 years
Weighted-average discount rate:	
Operating leases	0.05%

Subsequent to year end, this lease was renewed for an additional one year term, through February 28, 2026.

WALK/BIKE NASHVILLE, INC.

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

DECEMBER 31, 2024

NOTE 6 - CONCENTRATIONS

The Organization maintains cash accounts at reputable financial institutions whose accounts are insured by the Federal Deposit Insurance Corporation (“FDIC”) up to statutory limits. The Organization’s cash balances may, at times, exceed statutory limits. The Organization has not experienced any losses in such accounts and management considers this to be a normal business risk.

The Organization received significant operational and cash flow support from four entities amounting to approximately 96% of government and foundation grants for the year ending December 31, 2024. Approximately 30% of sponsorship income was received from two companies and 52% of contributions came from one company for the year ending December 31, 2024.

At December 31, 2024, grants receivable were from two government agencies.