

**AMENDMENT #1 TO GRANT CONTRACT BETWEEN  
METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY  
BY AND THROUGH THE METROPOLITAN HOUSING TRUST FUND COMMISSION  
AND NEW LEVEL COMMUNITY DEVELOPMENT CORPORATION**

This contract amendment is entered into by and between **THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY ACTING BY AND THROUGH THE METROPOLITAN HOUSING TRUST FUND COMMISSION**, a municipal corporation of the State of Tennessee (hereinafter referred to as "**Metro**") and **NEW LEVEL COMMUNITY DEVELOPMENT CORPORATION** (hereinafter referred to as "**Recipient**"). It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Grant Contract is hereby amended as follows:

1. Grant contract section C.3. subsection A is deleted in its entirety and replaced with the following:

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

- a. **Grant Draws**

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

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

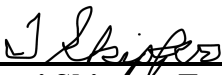
- 49.72% - Land acquisition, pre-development expenses (A&E)
- 3.5% - Final engineering and architectural drawings, permitting for grading
- 13.39% - Clearing & grading
- 15.80% - Utilities—water and sewer lines run from Williams Ave onto roads throughout the project site, roads
- 16.59% - Vertical, road, sitework
- 1% - Balance of grant upon receipt of final Use & Occupancy from local codes (100% complete)

All draw requests except for the first 49.72% draw must be inspected before funding.

The remaining provisions of the Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Contract:

**Recipient: New Level Community Development Corporation**

By:   
**Terri Skipper, Executive Director**

Date: 1/6/2022

**THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:**

**APPROVED:**

*Gina Emmanuel* 1/6/2022  
Gina Emmanuel, Chair Date  
Metropolitan Housing Trust Fund Commission

**APPROVED AS TO AVAILABILITY OF FUNDS:**

*Kelly Flannery/mjw* 1/10/2022  
Kelly Flannery, Director *TF* Date  
Department of Finance

**APPROVED AS TO RISK AND INSURANCE:**

*Balogun Cobb* January 10, 2022  
Director of Risk Management Services Date

**APPROVED AS TO FORM AND LEGALITY:**

*Macy Amos* January 10, 2022  
Assistant Metropolitan Attorney Date

**FILED IN THE OFFICE OF THE METROPOLITAN CLERK:**

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

**APPROVED BY METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:**

\_\_\_\_\_  
John Cooper Date  
Metropolitan County Mayor

**ATTEST**, this the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

**BY:** \_\_\_\_\_  
Metropolitan Clerk

