

Resolution No. \_\_\_\_\_

A resolution to approve a First Amendment to three grant contracts for constructing affordable housing between The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Housing Trust Fund Commission, and certain non-profit organizations.

WHEREAS, The Metropolitan Government of Nashville and Davidson County ("Metro"), acting by and through the Metropolitan Housing Trust Fund Commission, previously entered into a grant contract with Shelter America Group, for the express purpose of constructing affordable housing approved by RS2023-2251; and

WHEREAS, Metro, acting by and through the Metropolitan Housing Trust Fund Commission, previously entered into a grant contract with Living Development Concepts, Inc., for the express purpose of constructing affordable housing approved by RS2023-2250; and

WHEREAS, Metro, acting by and through the Metropolitan Housing Trust Fund Commission, previously entered into a grant contract with AWAKE Nashville, Inc., for the express purpose of constructing affordable housing approved by RS2023-2249; and,

WHEREAS, Metro, acting by and through the Metropolitan Housing Trust Fund Commission, and Shelter America Group and Living Development Concepts, Inc., wish to amend the grant contracts by extending the term to 36 months, copies of which amendments are attached hereto and incorporated herein; and,

WHEREAS, Metro, acting by and through the Metropolitan Housing Trust Fund Commission, and AWAKE Nashville, Inc., wish to amend the grant contract by extending the term to 36 months and removing the \$3,000,000.00 grant award language as AWAKE Nashville, Inc. has relinquished the financial award under the contract, a copy of which amendment is attached hereto and incorporated herein; and

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

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

Section 1. That this First Amendment to three grant contracts for constructing affordable housing between The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Housing Trust Fund Commission, and Shelter America Group, Living Development Concepts, Inc., and AWAKE Nashville, Inc., copies of which are attached hereto and incorporated herein, is hereby approved, and the Metropolitan Mayor is hereby authorized to execute the same.

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:

*Catherine Middlebrooks*

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Catherine Middlebrooks  
Housing Trust Fund Manager

INTRODUCED BY:

APPROVED AS TO AVAILABILITY  
OF FUNDS:

Signed by:

*Jenneen Reed/MJW*

62377A2A8742469...

Jenneen Reed, Director  
Department of Finance

Member(s) of Council

APPROVED AS TO FORM AND  
LEGALITY:

DocuSigned by:

*Tessa Ortiz-Marsh*

036A8EB6868C4C0...

Assistant Metropolitan Attorney

**AMENDMENT #1 TO GRANT CONTRACT RS2023-2249**  
**BETWEEN**  
**THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON**  
**COUNTY**  
**BY AND THROUGH THE METROPOLITAN HOUSING TRUST FUND**  
**COMMISSION**  
**AND**  
**AWAKE NASHVILLE**

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 **AWAKE NASHVILLE** (hereinafter referred to as "**Recipient**"). It is mutually understood and agreed by and between said undersigned contracting parties that the subject Grant Contract approved is hereby amended as follows:

1. Grant Contract section A.2 is deleted in its entirety and replaced with the following:

A.2. The Recipient shall utilize the property awarded under this Grant Contract in accordance with the affordable housing project submitted in the work scope, which is incorporated herein as Exhibit C and attached hereto, and any of its amendments and subject to the terms and conditions set forth herein. Further, the term "grant" as used in this Grant Contract, shall apply solely to the property award.

2. Grant Contract section A.3 is deleted in its entirety and replaced with the following:

A.3. The Recipient has relinquished its Round 11 financial award.

3. Grant Contract section B.1 is deleted in its entirety and replaced with the following:

**B.1. Grant Contract Term.** The term of this Grant shall be from execution of the grant agreement until Project completion, but in no way greater than 36 months from the execution of the grant agreement. Metro shall have no obligation for services rendered by the Recipient which are not performed within this term.

C.1. Grant Contract section C.1. is deleted in its entirety and replaced with the following:

C.1. Intentionally Deleted.

C.2. Grant Contract section C.2. is deleted in its entirety and replaced with the following:

**C.2. Compensation Firm. Recipient has relinquished its financial award and shall not be compensated for its performance under this Grant Contract.**

C.3. Grant Contract section C.3. is deleted in its entirety and replaced with the following:

C.3. Intentionally Deleted.

C.4. Grant Contract section C.4. is deleted in its entirety and replaced with the following:

**C.4. Close-out Narrative Report.** The Recipient must submit a final grant Close-out Narrative Report, to be received by the Metropolitan Housing Trust Fund Commission / Barnes Housing Trust Fund within 45 days of project completion. Said report shall be in form and substance acceptable to Metro and shall be prepared by a Certified Public Accounting Firm or the Chief Financial Officer of the Recipient Organization.

C.5. Grant Contract section C.5. is deleted in its entirety and replaced with the following:

C.5. Intentionally Deleted.

C.6. Grant Contract section C.6. is deleted in its entirety and replaced with the following:

C.6. Intentionally Deleted.

C.7. Grant Contract section C.7. is deleted in its entirety and replaced with the following:

C.7. Intentionally Deleted.

C.9. Grant Contract section C.9. is deleted in its entirety and replaced with the following:

C.9. Intentionally Deleted.

Exhibit C. The Budget in Exhibit C shall be deleted in its entirety and replaced with a new Budget.

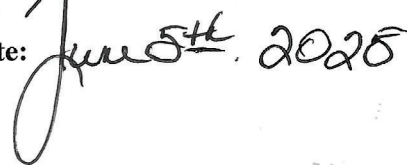
The remaining provisions of the Contract shall remain unchanged and in full force and effect.

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

**Recipient: AWAKE NASHVILLE**

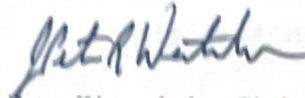
By: 

**Karen Holder, Executive Director**

Date:  June 5<sup>th</sup>, 2020

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

APPROVED:

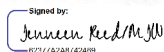


Peter Westerholm, Chair  
Metropolitan Housing Trust Fund Commission

5/27/2025

Date

APPROVED AS TO AVAILABILITY OF FUNDS:

Signed by:  
  
EC21 / RZAB / RZAB

Jenneen Reed, Director  
Department of Finance

6/12/2025  
Date

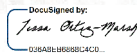
APPROVED AS TO RISK AND INSURANCE:

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Director of Risk Management Services

6/13/2025  
Date

APPROVED AS TO FORM AND LEGALITY:

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Assistant Metropolitan Attorney

6/13/2025  
Date

APPROVED BY METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Freddie O'Connell  
Metropolitan County Mayor

Date

ATTEST, this the      day of      ,      20

BY:  
Metropolitan Clerk



**AMENDMENT #1 TO GRANT CONTRACT**  
**BETWEEN**  
**THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON**  
**COUNTY**  
**BY AND THROUGH THE METROPOLITAN HOUSING TRUST FUND COMMISSION**  
**AND**  
**LIVING DEVELOPMENT CONCEPTS INC.**

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 **LIVING DEVELOPMENT CONCEPTS INC.** (hereinafter referred to as "**Recipient**"). It is mutually understood and agreed by and between said undersigned contracting parties that the subject Grant Contract approved is hereby amended as follows:

1. Grant Contract section B.1 is deleted in its entirety and replaced with the following:

**B.1. Grant Contract Term.** The term of this Grant shall be from execution of the grant agreement until Project completion, but in no way greater than 36 months from the execution of the grant agreement. Metro shall have no obligation for services rendered by the Recipient which are not performed within this term.

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: LIVING DEVELOPMENT CONCEPTS INC.**

By: Henry Miller

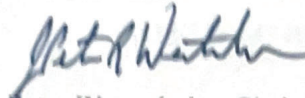
Henry Miller, Executive Director

Date: 6/4/2025

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

**APPROVED:**

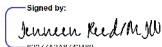


Peter Westerholm, Chair  
Metropolitan Housing Trust Fund Commission

5/27/2025

Date

**APPROVED AS TO AVAILABILITY OF FUNDS:**

Signed by:  
  
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Jenneen Reed, Director  
Department of Finance

6/13/2025  
Date

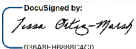
**APPROVED AS TO RISK AND INSURANCE:**

DocuSigned by:  
  
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Director of Risk Management Services

6/13/2025  
Date

**APPROVED AS TO FORM AND LEGALITY:**

DocuSigned by:  
  
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Assistant Metropolitan Attorney

6/13/2025  
Date

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

Freddie O'Connell  
Metropolitan County Mayor

Date

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

**BY:**  
Metropolitan Clerk



**AMENDMENT #1 TO GRANT CONTRACT  
BETWEEN  
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON  
COUNTY  
BY AND THROUGH THE METROPOLITAN HOUSING TRUST FUND COMMISSION AND  
SHELTER AMERICA GROUP**

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 **SHELTER AMERICA GROUP** (hereinafter referred to as "**Recipient**"). It is mutually understood and agreed by and between said undersigned contracting parties that the subject Grant Contract approved is hereby amended as follows:

1. Grant Contract section B.1 is deleted in its entirety and replaced with the following:

**B.1. Grant Contract Term.** The term of this Grant shall be from execution of the grant agreement until Project completion, but in no way greater than 36 months from the execution of the grant agreement. Metro shall have no obligation for services rendered by the Recipient which are not performed within this term.

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: SHELTER AMERICA GROUP**

By: \_\_\_\_\_

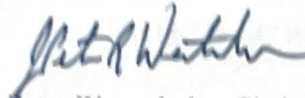
**Christopher Bric, President**

Date: \_\_\_\_\_



THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

APPROVED:

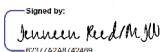


Peter Westerholm, Chair  
Metropolitan Housing Trust Fund Commission

5/27/2025

Date

APPROVED AS TO AVAILABILITY OF FUNDS:



Jenneen Reed, Director  
Department of Finance

Date

APPROVED AS TO RISK AND INSURANCE:



Director of Risk Management Services

Date

APPROVED AS TO FORM AND LEGALITY:



Assistant Metropolitan Attorney

Date

APPROVED BY METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Freddie O'Connell  
Metropolitan County Mayor

Date

ATTEST, this the      day of      ,      20

BY:  
Metropolitan Clerk