



Metropolitan Council

**PROPOSED AMENDMENTS PACKET
FOR THE COUNCIL MEETING OF
TUESDAY, MAY 2, 2023**

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AMENDMENT NO. 1
TO
ORDINANCE NO. BL2023-1829

Mr. President –

I move to amend Ordinance No. BL2023-1829 as follows:

1. By amending Section 4 to add the following additional conditions

16. Prior to issuance of the last use and occupancy permit for the final residential building on the site plan, Developer shall have constructed 80,000 square feet of commercial uses pursuant to the site plan.

17. Developer may provide an additional 20,000 square feet of commercial building space within the SP to satisfy the community's desire for more retail/restaurant space, and if Developer can incorporate this space into the project, it shall be exempt from the FAR limit so it shall not count against the 1.69 FAR limit in the SP. Planning Staff may administratively approve this additional square footage at final site plan submission, subject to site specific designs consistent with the intent of the original site plan and an updated traffic impact study.

18. Commencing on the date upon which at least 75% of the retail/restaurant portion of the project is open for business until the 10th anniversary of this date, Developer shall provide a minimum of 1 hour of free parking for all retail/restaurant customers.

19. The final SP shall include extensive landscaping plans that use native species and the plan shall include trees and shrubs on the outdoor amenity areas in addition to streetscaping.

20. Developer shall use reasonable efforts to provide a continuous greenway connection between the greenway on the project site to the Richland Creek Greenway immediately to the east. And at a minimum, prior to obtaining final site plan approval, developer shall provide proof of easement access across a portion of the parcel immediately to the east (the Ingram parcel) to provide a pedestrian connect of that connects the greenway on Developer's property to the Richland Creek Greenway.

21. The Developer shall work with WeGo to encourage participation and use of Easy Ride passes for employees of all businesses within the development who work on site.

22. Prior to commencement of construction, Developer will present a construction plan and schedule to the community which will include a contact for complaints, general timelines and expectations for the project, a construction parking plan, and the creation of a website to provide updates on the construction schedule.

23. Developer will exceed the state's blasting requirements by agreeing to provide pre-blast surveys for all homes that are adjacent to the site, specifically on the other side of the creek. Moreover, prior to blasting, the Developer will host an informational meeting

with these neighbors and the blasting contractor to answer questions and present the blasting plan and schedule for the project. Developer will also agree to provide weekly updates on the seismic readings to these impacted neighbors.

2. By adding a new Section 8 and renumbering the current Sections 8 and 9 accordingly.

8. In case any provision in this ordinance shall be declared invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability.

SPONSORED BY:

Kathleen Murphy
Member of Council

AMENDMENT NO. 2
TO
ORDINANCE NO. BL2023-1829

Mr. President –

I move to amend Ordinance No. BL2023-1829 as follows:

1. By amending Section 4 to add the following additional conditions

16. Prior to issuance of the last use and occupancy permit for the final residential building on the site plan, Developer shall have constructed 80,000 square feet of commercial uses pursuant to the site plan.

17. Commencing on the date upon which at least 75% of the retail/restaurant portion of the project is open for business until the 10th anniversary of this date, Developer shall provide a minimum of 1 hour of free parking for all retail/restaurant customers.

18. The final SP shall include extensive landscaping plans that use native species and the plan shall include trees and shrubs on the outdoor amenity areas in addition to streetscaping.

19. Developer shall use reasonable efforts to provide a continuous greenway connection between the greenway on the project site to the Richland Creek Greenway immediately to the east. And at a minimum, prior to obtaining final site plan approval, developer shall provide proof of easement access across a portion of the parcel immediately to the east (the Ingram parcel) to provide a pedestrian connect of that connects the greenway on Developer's property to the Richland Creek Greenway.

20. The Developer shall work with WeGo to encourage participation and use of Easy Ride passes for employees of all businesses within the development who work on site.

21. Prior to commencement of construction, Developer will present a construction plan and schedule to the community which will include a contact for complaints, general timelines and expectations for the project, a construction parking plan, and the creation of a website to provide updates on the construction schedule.

22. Developer will exceed the state's blasting requirements by agreeing to provide pre-blast surveys for all homes that are adjacent to the site, specifically on the other side of the creek. Moreover, prior to blasting, the Developer will host an informational meeting with these neighbors and the blasting contractor to answer questions and present the blasting plan and schedule for the project. Developer will also agree to provide weekly updates on the seismic readings to these impacted neighbors.

2. By adding a new Section 8 and renumbering the current Sections 8 and 9 accordingly.

8. In case any provision in this ordinance shall be declared invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall

not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability.

SPONSORED BY:

Kathleen Murphy
Member of Council

AMENDMENT NO. 3

TO

ORDINANCE NO. BL2023-1829

Mr. President –

I move to amend Ordinance No. BL2023-1829 as follows:

1. By amending Section 4 to add the following condition as a subsequently numbered condition:
 - _. The developers shall install a third Westbound Lane on Harding Pike from the intersection of White Bridge Pike to the Hillwood Blvd/Lynnwood Blvd intersection. The additional lane on Harding will require modifications to the existing bridge over Sugartree Creek/Richland Creek. The half of ROW cross-section shall consist of an 8' sidewalk, 10' grass-strip, 2.5' curb & gutter, minimum of three 11' Westbound travel lanes, and 5' for the half center turn lane, totaling 58.5'. Any necessary ROW needed for the 7-lane cross-section per the MCSP shall be dedicated to the city of Nashville at no cost for future roadway improvements on Harding Pike.

Introduced By:

Thom Druffel
Member of Council

AMENDMENT NO. 4

TO

ORDINANCE NO. BL2023-1829

Mr. President –

I move to amend Ordinance No. BL2023-1829 as follows:

1. By amending Section 4 to add the following condition as a subsequently numbered condition:

_ . The developers shall provide a regional mobility study meeting the scope provided by NDOT prior to the approval of the Final SP Plans. The study shall include cut through and side streets. The data shall be collected on multiple dates and times.

Introduced By:

Thom Druffel
Member of Council

AMENDMENT NO. 5

TO

ORDINANCE NO. BL2023-1829

Mr. President –

I move to amend Ordinance No. BL2023-1829 as follows:

1. By amending Section 4 to add the following condition as a subsequently numbered condition:

_ . The developer shall construct sidewalks along the north side of Harding Pike from their property to the Harding Pike/Belle Meade Blvd intersection, along Hillwood Blvd from Harding Pike to Post Road, and along Post Road from Hillwood Blvd to White Bridge Road.

Introduced By:

Thom Druffel
Member of Council

AMENDMENT NO. 6

TO

ORDINANCE NO. BL2023-1829

Mr. President –

I move to amend Ordinance No. BL2023-1829 as follows:

1. By amending Section 4 to add the following condition as a subsequently numbered condition:

_ . The commercial square footage within the development shall be increased from 80,000 sq. ft. to 120,000 sq. ft. This commercial square footage shall be on the ground level and accessible. The currently proposed FAR of 1.69 shall remain unchanged.

Introduced By:

Thom Druffel
Member of Council

AMENDMENT NO. 7

TO

ORDINANCE NO. BL2023-1829

Mr. President –

I move to amend Ordinance No. BL2023-1829 as follows:

1. By amending Section 4 to add the following condition as a subsequently numbered condition:

_. Visitor parking shall be free and accessible.

Introduced By:

Thom Druffel
Member of Council

AMENDMENT NO. 8

TO

ORDINANCE NO. BL2023-1829

Mr. President –

I move to amend Ordinance No. BL2023-1829 as follows:

1. By amending Section 4 to add the following condition as a subsequently numbered condition:

_. The developer shall work with WeGo to construct transit “Super Stops” on both sides of Harding Pike in front of the development area. Each stop will be constructed with a pull out for busses so that they do not obstruct traffic.

Introduced By:

Thom Druffel
Member of Council

AMENDMENT NO. 9

TO

ORDINANCE NO. BL2023-1829

Mr. President –

I move to amend Ordinance No. BL2023-1829 as follows:

1. By amending Section 4 to delete condition 10, renumber the remaining conditions accordingly, and add the following condition as a subsequently numbered condition:

_. The maximum height for all buildings within the development shall be 8 stories.

Introduced By:

Thom Druffel
Member of Council

AMENDMENT NO. ____

TO

RESOLUTION NO. RS2023-2135

Mr. President –

I hereby move to amend Resolution No. RS2023-2135 by replacing the existing attachment with the grant contract between the Metropolitan Government of Nashville and Davidson County and the PENCIL Foundation, attached to this amendment.

SPONSORED BY:

Kevin Rhoten
Member of Council

Grant contract between the Metropolitan Government of Nashville and Davidson County and PENCIL Foundation, Contract # _____

**GRANT CONTRACT
BETWEEN THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY
AND
PENCIL Foundation**

This Grant Contract issued and entered into pursuant to RS2023- _____, by and between the Metropolitan Government of Nashville and Davidson County ("Metro"), and PENCIL Foundation, ("Recipient"), is for the provision of services pertaining to enhancement of student engagement in career development, as further defined in the "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:

1. Allow three thousand (3,000) Metro Nashville Public School ("MNPS") students to receive exposure to science, technology, engineering, arts, and mathematics ("STEAM") careers through engagement with hands-on activities via the LP STEAM lending library;
2. Allow two thousand (2,000) MNPS students to engage in personal experiences with career professionals through PENCIL Connect;
3. Create a pilot program at four selected middle schools in which eighth grade students will participate in a mock interview experience, explore a partner's website with a focus on career awareness, learn how to find job postings, and create an understanding of how to apply for open positions;
4. Support FY23 year-end celebrations in partnership with MNPS Community Achieves; PENCIL will create workplans with all interested MNPS schools for FY24 community engagement focused on student celebration, teacher appreciation, and family engagement; and
5. Assist in funding several positions of the Partnership Team, employed by Recipient, who will oversee and execute the scope of the grant program.

The aforementioned outcomes will define success for this initiative in MNPS. Recipient will focus first year implementation in higher needs middle schools and ensure that equity is considered and addressed at every step of the process.

Recipient shall comply with the following requirements:

- Collaborate with the MNPS STEAM director;
- Create a calendar of focused opportunities for volunteer and partnership experiences to share with Recipient's hundreds of industry and business professionals partners in order to pull these resources into the middle school tier;
- Expand the LP STEAM lending library in conjunction with PENCIL Connect (on-line engagement platform) to create connections between middle school classrooms and industry professionals, creating more in-depth career exploration opportunities for students while they experience hands-on STEAM learning opportunities
- Use Salesforce and PENCIL Me In to track and measure the level of input and engagement from the business community with middle school career exploration, while

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also helping to guide MNPS data collection systems to track and understand the success of getting these resources to the students who most need them.

- A.2. The Recipient must spend these funds consistent with the Grant Spending Plan, attached and incorporated herein as Attachment 1. The Recipient must collect data to evaluate the effectiveness of their services and must provide those results to Metro upon request.
- A.3. The Recipient will only utilize these funds for services the Recipient provides to documented residents of Davidson County. Documentation of residency may be established with a recent utility bill; voter's registration card; driver's license or other government issued-ID; current record from a school showing address; affidavit by landlord; or affidavit by a nonprofit treatment, shelter, half-way house, or homeless assistance entity located within Davidson County. Recipient agrees that it will not use Metro funding for services to non-Davidson County residents.
- A.4. Additionally, the Recipient must collect data on the primary county of residence of the clients it serves and provide that data to Metro upon request.

B. GRANT CONTRACT TERM:

- B.1. **Grant Contract Term.** The term of this Grant will commence on July 1, 2022 and end on June 30, 2023. This grant is retroactive, beginning July 1, 2022. 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 one hundred thousand dollars (\$100,000). 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.

- 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.

Recipient must send all invoices via email to Diane Treadway (Diane.Treadway@nashville.gov), Office Manager / Executive Assistant to the Office of Mayor John Cooper.

Final invoices for the contract period should be received by Metro Payment Services by July 14, 2023. Any invoice not received by the deadline date will not be processed and all remaining grant funds will expire.

- C.3. **Annual Expenditure Report.** The Recipient must submit a final grant Annual Expenditure Report, to be received by the Mayor's Office of John Cooper via email to Diane Treadway (Diane.Treadway@nashville.gov), 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 Chief Financial Officer of the Recipient Organization.

- C.4. **Payment of Invoice.** 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

**Grant contract between the Metropolitan Government of Nashville and Davidson County and
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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. Utilization of Metro funding for services to non-Davidson County residents is not allowed.
- 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. **Termination for Convenience.** Either party may terminate this Contract at any time upon thirty (30) days written notice to the other party. A termination for convenience shall not be a breach of this Contract by either party. Recipient shall not have any right to any actual general, special, consequential, incidental, or any other damages whatsoever of any description or amount for Metro's exercise of its right to terminate for convenience.

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D.5. **Termination for Funding.** In the event Metro, in its sole discretion, does not or cannot obtain or continue the funding for this Contract from any source or sources to allow for payment of the Work, Metro may exercise one of the following alternatives:

- a. Terminate this Contract effective upon a date specified in a Termination Notice; or
- b. Continue this Contract by reducing, through written notice to Recipient, the amount of this Contract and the scope of work, consistent with the nature, amount, and circumstances of the loss of funding.

Any termination or reduction of this Contract pursuant to this subsection shall not affect any obligations or liabilities of either Party accruing prior to such termination or reduction. Metro shall not face any liability or penalty as a result of such termination or reduction of this Contract.

D.6. **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.7. **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.8. **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.9. **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 Nonprofit Grants Manual. The financial statements must be prepared in accordance with generally accepted accounting principles.

D.10. **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.11. **Reporting.** The Recipient must submit an Interim Program Report, to be received by Chief of Staff, Jennifer Rasmussen-Sagan, via email Jennifer.Rasmussen-Sagan@nashville.gov, by no later than June 1, 2023, and a Final Program Report, to be received by Office of Grants and Accountability (OGA), 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.

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- D.12. **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.13. **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.14. **Metro Liability.** Metro will have no liability except as specifically provided in this Grant Contract.
- D.15. **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.16. **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.17. **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.18. **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.

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- D.19. **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.20. **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.21. **Headings.** Section headings are for reference purposes only and will not be construed as part of this Grant Contract.
- D.22. **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. 23. **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.24. **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.

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D.25. **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:
Office of Mayor John Cooper
Chief of Staff, Jennifer Rasmussen-Sagan
Jennifer.Rasmussen-Sagan@nashville.gov

For enquiries regarding invoices:
Office of Mayor John Cooper
Chief of Staff, Jennifer Rasmussen-Sagan
Jennifer.Rasmussen-Sagan@nashville.gov

Recipient:

PENCIL Foundation
Angie Adams, CEO
Aadams@pencil615.org
(615) 594 - 5305
7199 Cockrill Bend Blvd
Nashville, TN 37209
(615) 242 - 3167

D.26. **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.27. **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;

Grant contract between the Metropolitan Government of Nashville and Davidson County and PENCIL Foundation, Contract # _____

- 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.28. **Criminal Background Checks.** Recipient shall comply, and shall assure that any of its subcontractors performing work under this Contract comply, with Public Chapter 587 of 2007, as codified in Tennessee Code Annotated Section 49-5-413, which requires all contractors to facilitate a criminal history records check conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation for each employee prior to permitting the employee to have contact with students or enter school grounds when students are present.

When applying for the background check defined above, Recipient's employees and subcontractors must specify the appropriate ORI code for results reporting and provide Metro with the green light letter per employee.

- If Recipient and any of its subcontractors performing work under this Contract will have direct contact with MNPS students, MNPS ORI code (TN930050Z) shall be used.
- If Recipient and any of its subcontractors performing work under this Contract will not have direct contact with MNPS students (e.g. roofers, electricians, welders, etc.), Recipient's own ORI code (TNCC19251) shall be used.

The requirement stated in the preceding paragraph does not apply to a person whose contract is for the performance of a service at a school-sponsored activity, assembly or event at which school officials or employees are present when the service is performed and where the activity, assembly or event is conducted under the supervision of school officials or employees.

D.29. **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 filed in the office of the Metropolitan Clerk. When it has been so signed and filed, this contract will be effective as of the date first written above.

(THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.)

Grant contract between the Metropolitan Government of Nashville and Davidson County and PENCIL Foundation, Contract # _____

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

APPROVED AS TO AVAILABILITY OF
FUNDS:

Kelly Flannery/mjw
Director of Finance

RECIPIENT: PENCIL Foundation

By: Angie Adams

Name: Angie Adams

Title: CEO

Date: 4-25-23

APPROVED AS TO FORM AND
LEGALITY

Courtney Mohan BC
Metropolitan Attorney

FILED IN THE OFFICE OF THE CLERK:

Metropolitan Clerk

**METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY
GRANT SPENDING PLAN**

RECIPIENT NAME:	PENCIL Foundation
------------------------	-------------------

THE FOLLOWING IS APPLICABLE TO EXPENSES PLANNED TO BE INCURRED DURING THE CONTRACT GRANT PERIOD: 7/1/2022 through 6/30/2023				
	EXPENSE OBJECT LINE-ITEM CATEGORY	METRO GRANT FUNDS	RECIPIENT MATCH (participation)	TOTAL PROJECT
	Salaries and Wages	\$82,600.00		\$82,600.00
	Benefits and Taxes (20%)	\$16,000.00		\$16,000.00
	Professional Fees			\$0.00
	Supplies			\$0.00
	Communications			\$0.00
	Postage and Shipping			\$0.00
	Occupancy			\$0.00
	Equipment Rental and Maintenance			\$0.00
	Printing and Publications			\$0.00
	Travel/ Conferences and Meetings	\$750.00		\$750.00
	Insurance			\$0.00
	Specific Assistance to Individuals			\$0.00
	Other Non-Personnel	\$650.00		\$650.00
	GRAND TOTAL	\$100,000.00	\$0.00	\$100,000.00



P.O. Box 2508, Room 4010
Cincinnati OH 45201

In reply refer to: 4077952422
Aug. 14, 2019 LTR 4168C 0
58-1475675 000000 00

00031447
BODC: TE

PENCIL FOUNDATION
ANGELA U ADAMS CEO
7199 COCKRILL BEND BLVD
NASHVILLE TN 37209-1005

010251

Employer ID number: 58-1475675
Form 990 required: Yes

Dear Taxpayer:

We're responding to your request dated July 16, 2019, about your tax-exempt status.

We issued you a determination letter in August 1982, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

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

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

In the heading of this letter, we indicated whether you must file an annual information return. If you're required to file a return, you must file one of the following by the 15th day of the 5th month after the end of your annual accounting period:

- Form 990, Return of Organization Exempt From Income Tax
- Form 990EZ, Short Form Return of Organization Exempt From Income Tax
- Form 990-N, Electronic Notice (e-Postcard) for Tax-Exempt Organizations Not Required to File Form 990 or Form 990-EZ
- Form 990-PF, Return of Private Foundation or Section 4947(a)(1) Trust Treated as Private Foundation

According to IRC Section 6033(j), if you don't file a required annual information return or notice for 3 consecutive years, we'll revoke your tax-exempt status on the due date of the 3rd required return or notice.

You can get IRS forms or publications you need from our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions, call 877-829-5500 between 8 a.m. and 5 p.m.,

4077952422
Aug. 14, 2019 LTR 4168C 0
58-1475675 000000 00
00031448

PENCIL FOUNDATION
ANGELA U ADAMS CEO
7199 COCKRILL BEND BLVD
NASHVILLE TN 37209-1005

local time, Monday through Friday (Alaska and Hawaii follow Pacific time).

Thank you for your cooperation.

Sincerely yours,

Stephen A. Martin

Stephen A. Martin
Director, EO Rulings & Agreements



**AMENDED AND RESTATED BYLAWS
OF
PENCIL FOUNDATION**

These Bylaws shall regulate the business and affairs of PENCIL Foundation (the “Company”), subject to the provisions of the Charter of the Company (as amended or restated from time to time, the “Charter”) and any applicable provisions of the Tennessee Nonprofit Corporation Act (as amended, the “Act”). These Amended and Restated Bylaws amend and restate in their entirety the By-Laws of the Company dated March 2009.

ARTICLE I. OFFICES

1.1 Principal Office. The principal office of the Company shall be located at 4805 Park Avenue, Suite 101, Nashville, TN 37209, or such other address listed in the Company’s Charter. The Company may have such other offices, either within or without the State of Tennessee, as its Board of Directors may designate or as the business of the Company may require from time to time.

1.2 Registered Office. The registered office of the Company required by the Act to be maintained in the State of Tennessee may, but need not, be identical to the principal office in the State of Tennessee; and the address of the registered office may be changed from time to time by its Board of Directors.

ARTICLE II. CHARITABLE PURPOSES

2.1 Purposes. The purpose of the Company shall be to link community resources with Nashville Public Schools to help young people achieve academic success and prepare for life. In order fully to effectuate the provisions of this section, the Corporation shall adopt such procedures, and shall otherwise adhere to such administrative requirements as may from time to time be necessary, in order fully to comply with all applicable federal tax laws and regulations.

2.2 Prohibitions on Private Inurement. The Company is not formed for financial or pecuniary gain; and no part of the assets, income, or profits of the Company shall be distributable to, or inure to, the benefit of its directors, officers or any other private person, except that the Company may provide reimbursements for reasonable expenses incurred on behalf of the Company, and may also make payments and distributions in furtherance of the charitable purposes of the Company, as set forth in the Charter.

2.3 No Legislative or Political Activity. No substantial part of the activities of the Company shall be the carrying on of propaganda or otherwise attempting to influence legislation; and the Company shall not participate in, or intervene in (including the publishing or distributing of statements), any political campaign on behalf of (or in opposition to) any candidate for public office.

2.4 Private Foundation Limitations. If the Company is a private foundation within the meaning of § 509 of the Internal Revenue Code of 1986, as amended (the “Code”), for a taxable year, the Company:

(a) Shall not engage in any act of self-dealing, as defined in § 4941(d) of the Code;

(b) Shall not retain any excess business holdings, as defined in § 4943(c) of the Code, which would subject the Company to tax under § 4943 of the Code;

(c) Shall not make any investments that would subject the Company to tax under § 4944 of the Code;

(d) Shall not make any taxable expenditures, as defined in § 4945(d) of the Code; and

(e) Shall distribute the income of the Company for each taxable year at such times and in such manner as not to become subject to the tax on undistributed income imposed by § 4942 of the Code.

2.5 Termination of the Company. The Board of Directors of the Company shall have the authority to dissolve the Company at any time that, by an affirmative vote of a majority of the Board of Directors, it deems such dissolution appropriate or advisable. Upon the dissolution of the Company, after paying or making provision for payment of all liabilities of the Company then outstanding and unpaid, the Board of Directors shall distribute the assets of the Company to one or more organizations then described in §§ 501(c)(3) and 170(c) of the Code, or any corresponding provisions of any future federal tax laws, as the Board of Directors shall determine. Any assets not so disposed of by the Board of Directors shall be disposed of by a court having equity jurisdiction in the county in which the principal office of the Company is then located, with the distribution of assets to be made to such organization or organizations which are organized and operated exclusively for charitable purposes within the meaning of §§ 501(c)(3) and 170(c) of the Code, or any corresponding provisions of any future federal tax laws, as such court shall determine.

ARTICLE III. MEMBERSHIP

The Company shall not have members.

ARTICLE IV. DIRECTORS

4.1 General Powers. The business and affairs of the Company shall be supervised by its Board of Directors (the “Board”), which shall exercise in the name of and on behalf of the Company all of the rights and privileges legally exercisable by the Company as a corporate entity, except as may otherwise be provided by law, the Charter, or these Bylaws. In addition, without limiting the foregoing, the Board shall be authorized and empowered:

(a) To employ such persons as in its opinion are needed for the administration of the Company and to pay reasonable compensation for services and expenses thereof;

(b) To receive, accept, administer, invest and distribute on behalf of the Company property gifted or bequeathed to the Company; and

(c) To make distributions of income and principal in furtherance of the Company's charitable purposes in such amounts and proportions as the Board, in its discretion, shall determine from time to time.

4.2 Number and Tenure. There shall be at least twelve (12) Directors of the Company and no more than sixty (60) Directors. Each elected Director shall hold office for a term of three (3) years, or until such director's earlier resignation, removal from office, or death. Each elected Director may serve a maximum of two (2) consecutive three (3) year terms, except when a Director is elected to an officer position with a term that goes beyond the expiration of such Director's second (2nd) three (3) year term, in which case such Director's term shall expire contemporaneously with the expiration of such Director's term as an officer. Notwithstanding the foregoing, Directors having served two (2) consecutive three (3) year terms may serve for additional consecutive three (3) year terms upon request to, and approval by, the Executive Committee. Former Directors having served two (2) consecutive three (3) year terms may be re-elected to the Board, so long as one (1) year has lapsed since the date the Director last served as Director. Any vacancies on the Board shall be filled by the affirmative vote of a majority of the Directors then in office as provided in Section 4.10. Any Director's term may be extended by the affirmative vote of a majority of the Directors. Notwithstanding the limitation on each Director's duration of service as a Director, the Directors hereby confer ex-officio, non-voting Lifetime Director status to Sue Spickard, in recognition and honor of the dedication she committed to the establishment and perpetuation of the Company.

4.3 Limited Personal Liability. No person who is or was a Director of the Company, nor such person's heirs, executors or administrators (hereinafter collectively referred to for purposes of this Section as a "Director"), shall be personally liable to the Company for monetary damages for breach of fiduciary duty as a Director. However, this provision shall not eliminate or limit the liability of a Director:

(a) for any breach of a Director's duty of loyalty to the Company;

(b) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; or

(c) under § 48-58-304 of the Act.

If the Act hereafter is amended to authorize the further elimination or limitation of the liability of directors, then the liability of a Director of the Company, in addition to the limitation on personal liability provided herein, shall be limited to the full extent permitted by the amended Act. No repeal or modification of the provisions of this Section, either directly or by the adoption of a

provision inconsistent with the provisions of this Section, shall adversely affect any right or protection, as set forth herein, existing in favor of a particular individual at the time of such repeal or modification.

4.4 Annual Meeting. The annual meeting of the Board shall be held within or without the State of Tennessee at such time and date as shall be determined by the Board. The purpose of the annual meeting shall be to elect officers and transact such other business as may properly be brought before the meeting in accordance with the Act. If the Directors and officers are not elected on the day herein designated for any annual meeting of the Board, or at any adjournment thereof, the Board shall cause a special meeting of the Board to be held as soon thereafter as may be convenient for such purpose.

4.5 Special Meetings. Special meetings of the Board may be called by the Chair or at the request of any two (2) members of the Board.

4.6 Notices. Notice of the time and place of each annual or special meeting shall be given to each Director by the Chair or by the person or persons calling such meeting. Notice of each annual and special meeting shall be given at least two (2) days prior thereto. The attendance of a Director at a meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called or convened. Notices may be sent by electronic transmission or any technological evolution thereof.

4.7 Quorum and Participation. A majority of the total number of Directors in office shall constitute a quorum for the transaction of business at any meeting of the Board. The members of the Board, or any committee designated by the Board, may participate in a meeting of the Board, or of such committee, by means of conference telephone or similar remote communications equipment by means of which all persons participating in the meeting can hear one another; and participation in a meeting pursuant to this provision shall constitute presence in person at such meeting. The Board shall be promptly furnished a copy of the minutes of the meetings of the Board. At the invitation of the Chair or Board of Directors, the Board of Directors may include ex-officio, non-voting, members.

4.8 Manner of Acting. Each Director shall be entitled to one (1) vote upon any matter properly submitted for a vote to the Board. The act of a majority of the Directors present at a meeting at which a quorum is present (including present by means of remote communication) shall be the act of the Board, except as may otherwise be specifically provided by law, by the Charter, or by these Bylaws. Members of the Board absent from any meeting shall not be permitted to vote at such meeting by written proxies. The Chair shall preside over all meetings of the Board. If the Chair is not able to attend a meeting of the Board, then he or she shall appoint another Board member to preside over such meeting.

4.9 Action Without a Meeting. Any action required or permitted to be taken at a meeting by the Board, or by any committee thereof, may be taken without a meeting if all voting members of

the Board or committee thereof as the case may be, consent in writing to taking such action without a meeting. If all members entitled to vote on the action shall consent in writing to taking such action without a meeting, the affirmative vote of the number of votes that would be necessary to authorize or take such action at a meeting shall be the act of the Board or committee thereof as the case may be. The action must be evidenced by one (1) or more written consents describing the action taken, signed in one (1) or more counterparts by each member entitled to vote on the action, indicating each signing member's vote or abstention on the action taken. All such written consents and actions shall be filed with the minutes of the proceedings of the Board, or committee thereof. A consent signed under this Section shall have the same force and effect as a meeting vote of the Board, or any committee thereof, and may be described as such in any document.

4.10 Vacancies. Any vacancy occurring in the Board shall be filled by the affirmative vote of a majority of the Directors then in office. If a vacancy is not filled within ninety (90) days after the event which resulted in there being fewer directors than required by the Bylaws or Charter, any Director may apply to a court having equity jurisdiction in the county in which the Company has its principal office to have such court appoint a sufficient number of directors so that the Company will have the number of directors required by its Bylaws or Charter, whichever number is greater.

4.11 Presumption of Assent. A Director of the Company who is present at a meeting of the Board at which action on any Company matter is taken shall be presumed to have assented to the action taken, unless such Director's dissent shall be entered in the minutes of the meeting, or unless he or she shall forward such dissent by certified mail to the Chair immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action.

4.12 Removal. Any Director may be removed, with or without cause, by the unanimous vote of the other Directors.

4.13 Resignation. A Director may resign his or her membership at any time by tendering his or her resignation in writing to the Chair or, in the case of the resignation of the Chair, to the Chief Executive Officer. A resignation shall become effective upon the date specified in such notice or, if no date is specified, upon receipt of the resignation by the Company at its principal place of business.

ARTICLE V. OFFICERS

5.1 Number. The Company shall have a President and Secretary, each of whom shall be elected in accordance with the provisions of this Article. The Board may also elect such other officers and assistant officers as the Board may from time to time deem necessary or appropriate, including Chair, Vice Chair, Immediate Past Chair, Vice President and Treasurer. Any two or more offices may be held simultaneously by the same person, except for the office of President and Secretary.

5.2 Election and Term of Office. The officers of the Company shall be elected annually by the Board at its annual meeting. Each officer shall hold office for a term of one (1) year or until

his or her earlier death, resignation or removal from office in the manner hereinafter provided. A retiring officer may succeed himself or herself.

5.3 Chief Executive Officer. Chief Executive Officer (the “Chief Executive Officer”) shall be the principal executive officer of the Company, and shall have the same powers bestowed upon a president under the Act and all of the authority incident to the office of the chief executive officer of a corporation, as well as such other duties as may from time to time be prescribed by the Board. The Chief Executive Officer may sign or any other proper officer thereunto authorized by the Board: deeds, mortgages, bonds, contracts or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or these Bylaws to some other officer or agent of the Company or shall be required by law to be otherwise signed or executed.

5.4 Chair. The Chair shall be the President of the Company and shall, when present, preside at all meetings of the Board. The Chair may sign, with the Chief Executive Officer or any other proper officer thereunto authorized by the Board: deeds, mortgages, bonds, contracts or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or these Bylaws to some other officer or agent of the Company or shall be required by law to be otherwise signed or executed.

5.5 Secretary. The Secretary shall keep the minutes of the proceedings of the Board in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; be custodian of the corporate records and of the seal, if any, of the Company; see that the seal is affixed to all documents, the execution of which is duly authorized on behalf of the Company under its seal; keep a register of the post office address of each member of the Board, which address shall be furnished to the Secretary by each director; and in general, perform all duties incident to the office of Secretary and such other duties as may from time to time be assigned to him or her by the Chief Executive Officer, the Chair or by the Board.

5.6 Removal. The Board may remove any officer when, in its judgment, the best interests of the Company will be served thereby. Such removal may be with or without cause by an affirmative vote of the majority of the Board.

5.7 Vacancies. A vacancy in any office held by an officer, because of death, resignation, removal, disqualification or otherwise, may be filled by the Board.

5.8 Resignation. An officer may resign such officer’s position at any time by tendering such resignation in writing to the Chair or, in the case of the resignation of the Chair, to the Chief Executive Officer. A resignation shall become effective upon the date specified in such notice, or, if no date is specified, upon receipt of the resignation by the Company at its principal place of business.

5.9 Voting Securities. Unless otherwise ordered by the Board, the Chief Executive Officer shall have full power and authority on behalf of the Company to attend and to act and vote at any meetings of security holders, partnerships or corporations in which the Company may hold

securities, and at such meetings shall possess and may execute any and all rights and powers incident to the ownership of such securities which the Company might have possessed and exercised if it had been present. The Board may from time to time by a resolution confer like powers upon any other person or persons.

ARTICLE VI. COMMITTEES

6.1 Standing Committees. The Board of Directors may maintain such standing committees as it may determine from time to time to be necessary or desirable for its proper functioning. Such committees shall consist of two (2) or more members, shall be under the control and serve at the pleasure of the Board of Directors, shall have charge of such duties as may be assigned to them by the Board of Directors or these Bylaws, shall maintain a permanent record of their actions and proceedings, and shall regularly submit a report of their actions to the Board of Directors. The Chief Executive Officer, and, at his or her election, the Chair, shall serve on each committee as an ex-officio, non-voting, member. Such standing committees shall have such authority as may be stipulated by the Board of Directors. The Nominating and Governance Committee shall be a standing committee.

6.2 Ad Hoc Committees. The Chief Executive Officer, with the approval of the Board of Directors as evidenced by resolution, or the Chair, may from time to time create such ad hoc committees as he or she believes necessary or desirable to investigate matters or advise the Board of Directors. Ad hoc committees shall limit their activities to the accomplishment of the tasks for which created and shall have no power to act except as specifically conferred by resolution of the Board of Directors. Such committees shall operate until their tasks have been accomplished or until earlier discharged by the Board of Directors. Ad Hoc Committees may include individuals other than members of the Board of Directors, and members of the Board of Directors invited by the committee chair, the Chief Executive Officer or the Chair.

6.3 Executive Committee. The Executive Committee shall consist of the Officers of the Company, the Immediate Past Chair, the Chair, the Vice Chair, the Chief Executive Officer, the chairs of any then existing committees and up to three (3) Directors appointed by the Chair. Such committee will meet at such time and place as determined by the Chair. The terms of Sections 4.7, 4.8 and 4.9 shall govern the meetings of the Executive Committee, to the extent applicable. Any action taken by the Executive Committee shall be reported to the Board of Directors at its next meeting. Except as expressly limited by the Act or the Charter, the Executive Committee shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Company between the meetings of the Board of Directors. The Executive Committee shall keep a record of its acts and proceedings, which shall form a part of the records of the Company in the custody of the Chair, and all actions of the Executive Committee shall be reported to the Board of Directors at the next meeting of the Board of Directors. Except as expressly provided in this Section, the Executive Committee shall fix its own rules of procedure.

ARTICLE VII. CONTRACTS, LOANS, CHECKS, DEPOSITS, INVESTMENTS

7.1 Contracts and Employment of Agents. The Board may authorize any officer or agent to enter into any contract, or execute and deliver any instrument, in the name of and on behalf of the Company. The Board shall be specifically authorized, in its sole discretion, to employ and to pay the compensation of such agents, accountants, custodians, experts, consultants and other counsel, legal, investment or otherwise, as the Board shall deem advisable, and to delegate discretionary powers to, and rely upon information furnished by, such individuals or entities. Such authority may be general or confined to specific instances. The Chief Executive Officer is authorized to enter into contracts, and execute instruments, on behalf of the Company, in amounts up to \$50,000.

7.2 Loans. No loans shall be contracted on behalf of the Company, and no evidences of indebtedness shall be issued in its name, unless authorized by a resolution of the Board. Such authority may be general or confined to specific instances.

7.3 Checks. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Company shall be signed by such officer or officers, agent or agents of the Company and in such manner as shall from time to time be determined by resolution of the Board.

7.4 Deposits. All funds of the Company not otherwise employed shall be deposited from time to time to the credit of the Company with such banks, trust companies, brokerage accounts, investment managers, or other depositories as the Board may from time to time select.

7.5 Investment Authority. The Board shall be authorized to retain assets distributed to it, even though such assets may constitute an over-concentration in one or more similar investments. Further, the Board shall have the authority to make investments in unproductive property or to hold unproductive property to the extent necessary until it can be converted into productive property at an appropriate time, provided the retention of such property is in the best interest of the Company and does not jeopardize the tax-exempt status of the Company.

ARTICLE VIII. STANDARDS OF CONDUCT

8.1 Standards of Conduct. A Director or an officer of the Company shall discharge his or her duties as a Director or as an officer, including duties as a member of a committee:

- (a) in good faith;
- (b) with the care an ordinarily prudent person in a like position would exercise under similar circumstances; and
- (c) in a manner he or she reasonably believes to be in the best interest of the Company.

8.2 Reliance on Third Parties. In discharging his or her duties, a Director or officer is entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, if prepared or presented by:

(a) one or more officers or employees of the Company whom the Director or officer reasonably believes to be reliable and competent in the matters presented;

(b) legal counsel, public accountants, or other persons as to matters the Director or officer reasonably believes are within the person's professional or expert competence; or

(c) with respect to a Director, a committee of the Board of which the Director is not a member, as to matters within its jurisdiction, if the Director or officer reasonably believes the committee merits confidence.

8.3 Bad Faith. A Director or officer is not acting in good faith if he or she has knowledge concerning the matter in question that makes reliance otherwise permitted by Section 8.2 unwarranted.

8.4 No Liability. A Director or officer is not liable for any action taken, or any failure to take action, as a Director or officer, if such Director or officer performs the duties of his or her office in compliance with the provisions of this Article, or if such Director or officer is immune from suit under the provisions of § 48-58-601 of the Act or any successor statutory provision.

8.5 No Fiduciary Duty. No Director or officer shall be deemed to be a fiduciary with respect to the Company or with respect to any property held or administered by the Company, including, without limitation, property that may be subject to restrictions imposed by the donor or transferor of such property.

8.6 Prohibition on Loans. No loans or guarantees shall be made by the Company to its Directors or officers. Any Director who assents to or participates in the making of any such loan shall be liable to the Company for the amount of such loan until the repayment thereof.

ARTICLE IX. CONFLICTS OF INTEREST

9.1 Purpose. The Company shall have a Conflict of Interest Policy as provided in this Article. The purpose of this Conflict of Interest Policy is to protect the Company's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the Company or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflicts of interest applicable to nonprofit and charitable organizations.

9.2 Definitions.

(a) Interested Person. Any director, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.

(b) Financial Interest. A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

(i) An ownership or investment interest in any entity with which the Company has a transaction or arrangement,

(ii) A compensation arrangement with the Company or with any entity or individual with which the Company has a transaction or arrangement, or

(iii) A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Company is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial. A financial interest is not necessarily a conflict of interest. Under Subsection 9.3(b) below, a person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

9.3 Procedures.

(a) Duty to Disclose. In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors and members of committees with governing board delegated powers considering the proposed transaction or arrangement.

(b) Determining Whether a Conflict of Interest Exists. After disclosure of the financial interest and all material facts, and after any discussion with the interested person, the interested person shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

(c) Procedures for Addressing the Conflict of Interest.

(i) An interested person may make a presentation at the governing board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.

(ii) The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

(iii) After exercising due diligence, the governing board or committee shall determine whether the Company can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.

(iv) If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Company's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.

(d) Violations of the Conflict of Interest Policy.

(i) If the governing board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.

(ii) If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

9.4 Records of Proceedings. The minutes of the governing board and all committees with board delegated powers shall contain:

(a) The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.

(b) The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

9.5 Compensation.

(a) A voting member of the governing board who receives compensation, directly or indirectly, from the Company for services is precluded from voting on matters pertaining to that member's compensation.

(b) A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Company for services is precluded from voting on matters pertaining to that member's compensation.

(c) No voting member of the governing board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Company, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

9.6 Annual Statements. Each director, principal officer and member of a committee with governing board delegated powers shall annually sign a statement which affirms such person:

(a) Has received a copy of the conflicts of interest policy,

(b) Has read and understands the policy,

(c) Has agreed to comply with the policy, and

(d) Understands the Company is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

9.7 Periodic Reviews. To ensure the Company operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

(a) Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's length bargaining.

(b) Whether partnerships, joint ventures, and arrangements with management organizations conform to the Company's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

9.8 Use of Outside Experts. When conducting the periodic reviews as provided for in Section 9.7, the Company may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing board of its responsibility for ensuring periodic reviews are conducted.

ARTICLE X. INDEMNIFICATION

10.1 Mandatory Indemnification. To the maximum extent permitted by the provisions of §§ 48-58-501, et seq., of the Act, as amended from time to time (provided, however, that if an amendment to the Act in any way limits or restricts the indemnification rights permitted by law as of the date hereof, such amendment shall apply only to the extent mandated by law and only to activities of persons subject to indemnification under this Section 10.1 which occur subsequent to the effective date of such amendment), the Company shall indemnify and advance expenses to any person who is or was a Director or officer of the Company, or to such person's heirs, executors, administrators and legal representatives, for the defense of any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative, and whether formal or informal (any such action, suit or proceeding being hereinafter referred to for purposes of this Article as the "Proceeding"), to which such person was, is or is threatened to be made, a named defendant or respondent, which indemnification and advancement of expenses shall include counsel fees actually incurred as a result of the Proceeding or any appeal thereof, reasonable expenses actually incurred with respect to the Proceeding, and all fines, judgments, penalties and amounts paid in settlement thereof, subject to the following conditions:

(a) the Proceeding was instituted by reason of the fact that such person is or was a Director or officer of the Company; and

(b) the Director or officer conducted himself or herself in good faith, and he or she reasonably believed: (i) in the case of conduct in his or her official capacity with the Company, that his or her conduct was in its best interest; (ii) in all other cases, that his or her conduct was at least not opposed to the best interests of the Company; and (iii) in the case of any criminal proceeding, that he or she had no reasonable cause to believe his or her conduct was unlawful.

The termination of a Proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent is not, of itself, determinative that the Director or officer did not meet the standard of conduct herein described.

10.2 Permissive Indemnification. The Company may, to the maximum extent permitted by the provisions of § 48-58-501, et seq., of the Act, as amended from time to time (provided, however, that if an amendment to the Act in any way limits or restricts the indemnification rights permitted by law as of the date hereof, such amendment shall apply only to the extent mandated by law and only to activities of persons subject to indemnification under this Section which occur subsequent to the effective date of such amendment), indemnify and advance expenses in a Proceeding to any person who is or was an employee or agent of the Company, or to such person's heirs, executors, administrators and legal representatives, to the same extent as set forth in Section 10.1 above, provided that the Proceeding was instituted by reason of the fact that such person is or was an employee or agent of the Company and met the standards of conduct set forth in Subsection 10.1(b) above. The Company also may indemnify and advance expenses in a Proceeding to any person who is or was an employee or agent of the Company to the extent, consistent with public policy, as may

be provided by the Charter, by these Bylaws, by contract, or by general or specific action of the Board.

10.3 Non-Exclusive Application. The rights to indemnification and advancement of expenses set forth in Sections 10.1 and 10.2 above are contractual between the Company and the person being indemnified, as well as such person's heirs, executors, administrators and legal representatives, and are not exclusive of other similar rights of indemnification or advancement of expenses to which such person may be entitled, whether by contract, by law, by the Charter, by a resolution of the Board, by these Bylaws, by the purchase and maintenance by the Company of insurance on behalf of a Director, officer, employee or agent of the Company, or by an agreement with the Company providing for such indemnification, all of which means of indemnification and advancement of expenses are hereby specifically authorized.

10.4 Non-Limiting Application. The provisions of this Article 10 shall not limit the power of the Company to pay or reimburse expenses incurred by a Director, officer, employee or agent of the Company in connection with such person's appearing as a witness in a Proceeding at a time when such person has not been made a named defendant or respondent to the Proceeding.

10.5 Prohibited Indemnification. Notwithstanding any other provision of this Article 9, the Company shall not indemnify or advance expenses to or on behalf of any Director, officer, employee or agent of the Company, or such person's heirs, executors, administrators or legal representatives:

(a) if a judgment or other final adjudication adverse to such person establishes such person's liability for any breach of the duty of loyalty to the Company, for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, or under § 48-58-304 of the Act;

(b) in connection with a Proceeding by or in the right of the Company in which such person was adjudged liable to the Company; or

(c) in connection with any other Proceeding charging improper personal benefit to such person, whether or not involving action in his or her official capacity, in which such person was adjudged liable on the basis that personal benefit was improperly received by him or her.

10.6 Repeal or Modification Not Retroactive. No repeal or modification of the provisions of this Article 10, either directly or by the adoption of a provision inconsistent with the provisions of this Article, shall adversely affect any right or protection, as set forth herein, existing in favor of a particular individual at the time of such repeal or modification.

ARTICLE XI. NOTICES AND WAIVER OF NOTICE

The notices provided for in these Bylaws shall be communicated in person, by telephone, facsimile, telegraph, teletype, or e-mail, or by mail or private carrier. Written notice is effective at the earliest of:

- (a) receipt;
- (b) five (5) days after its deposit in the United States mail, if mailed correctly addressed and with first-class postage affixed thereon;
- (c) on the date shown on the return receipt, if sent by registered or certified mail, return receipt requested, and the receipt is signed by or on behalf of the addressee.

Whenever any notice is required to be given to any Director, officer or committee member of the Company under the provisions of these Bylaws, the Charter, or the Act, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XII. AMENDMENTS

12.1 By The Board. These Bylaws and the Charter may be altered, amended or repealed, and a new Charter or new Bylaws adopted by a majority of the Board at any annual or special meeting of the Board, provided that the notice of such meeting shall state that the purpose, or one (1) of the purposes, of the meeting is to amend the Bylaws and/or the Charter and shall also contain a description of the amendment to be considered.

12.2 Limitation on Amendment. No alteration, amendment or repeal shall be made to the extent that such alteration, amendment or repeal is inconsistent with the charitable purposes of the Company as set forth in the Charter. No amendment shall authorize the Board to conduct the affairs of the Company in any manner or for any purpose contrary to the provisions of § 501(c)(3) and of the Code, as now in force or hereafter amended.

ARTICLE XIII. EXEMPT STATUS

The Company has been organized and will be operated exclusively for exempt purposes within the meaning of § 501(c)(3) of the Code and, as such, will be exempt from taxation under § 501(a) of the Code. Any provision of these Bylaws or of the Charter which would in any manner adversely affect the Company's tax exempt status shall be void and shall be deleted or modified as necessary to comply with all applicable federal and state requirements for the maintenance of the Company's tax exempt status.

Effective: 2/16, 2017

PENCIL FOUNDATION
FINANCIAL STATEMENTS
AND
INDEPENDENT AUDITOR'S REPORT
JUNE 30, 2022 AND 2021

PENCIL FOUNDATION
FINANCIAL STATEMENTS
AND
INDEPENDENT AUDITOR'S REPORT

JUNE 30, 2022 AND 2021

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INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
PENCIL Foundation
Nashville, Tennessee

OPINION

We have audited the accompanying financial statements of PENCIL Foundation ("PENCIL"), a Tennessee nonprofit, which comprise the statements of financial position as of June 30, 2022 and 2021, and the related statements of activities, functional expenses and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of PENCIL Foundation as of June 30, 2022 and 2021, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

BASIS FOR OPINION

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (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 PENCIL 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 PENCIL'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 RESPONSIBILITIES 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, internal 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 PENCIL'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 PENCIL'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.

Kraft CPAs PLLC

Nashville, Tennessee
October 20, 2022

PENCIL FOUNDATION
STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2022 AND 2021

	<u>2022</u>	<u>2021</u>
<u>ASSETS</u>		
Cash and cash equivalents	\$ 709,387	\$ 482,627
Contributions, grants and other receivables	1,355,323	247,993
Inventory	512,725	456,936
Prepaid expenses and other assets	100,340	87,352
Investments	662,439	788,790
Endowment:		
Contributions receivable	4,614	6,185
Investments	338,461	117,272
Beneficial interest in agency endowment fund held by the Community Foundation of Middle Tennessee	58,399	70,020
Property and equipment, net	<u>250,005</u>	<u>278,206</u>
TOTAL ASSETS	<u>\$ 3,991,693</u>	<u>\$ 2,535,381</u>
<u>LIABILITIES AND NET ASSETS</u>		
<u>LIABILITIES</u>		
Accounts and grants payable	\$ 1,284,096	\$ 26,756
Payroll liabilities	<u>149,006</u>	<u>94,008</u>
TOTAL LIABILITIES	<u>1,433,102</u>	<u>120,764</u>
<u>NET ASSETS</u>		
Without donor restrictions:		
Board-designated	914,150	1,139,196
Undesignated	<u>922,355</u>	<u>837,344</u>
Total without donor restrictions	1,836,505	1,976,540
With donor restrictions	<u>722,086</u>	<u>438,077</u>
TOTAL NET ASSETS	<u>2,558,591</u>	<u>2,414,617</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 3,991,693</u>	<u>\$ 2,535,381</u>

See accompanying notes to financial statements.

PENCIL FOUNDATION
STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2022

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
REVENUES AND SUPPORT			
Government grants and contracts	\$ 362,891	\$ -	\$ 362,891
Corporate and foundation contributions	2,305,242	184,812	2,490,054
Individual contributions	416,488	232,058	648,546
Program project funding	110,776	51,218	161,994
United Way and other grants	66,000	-	66,000
In-kind contributions	3,445,505	5,000	3,450,505
Special events	313,013	-	313,013
Consulting services	14,969	-	14,969
Other revenue	6,499	-	6,499
Investment loss	(102,740)	(30,206)	(132,946)
Change in value of beneficial interest in agency endowment fund held by the Community Foundation of Middle Tennessee	(8,097)	-	(8,097)
Net assets released from restrictions	<u>158,873</u>	<u>(158,873)</u>	<u>-</u>
TOTAL REVENUES AND SUPPORT	<u>7,089,419</u>	<u>284,009</u>	<u>7,373,428</u>
EXPENSES			
Program services	6,543,664	-	6,543,664
Supporting services:			
Management and general	107,104	-	107,104
Fundraising	<u>578,686</u>	<u>-</u>	<u>578,686</u>
TOTAL EXPENSES	<u>7,229,454</u>	<u>-</u>	<u>7,229,454</u>
CHANGE IN NET ASSETS	(140,035)	284,009	143,974
NET ASSETS - BEGINNING OF YEAR	<u>1,976,540</u>	<u>438,077</u>	<u>2,414,617</u>
NET ASSETS - END OF YEAR	<u>\$ 1,836,505</u>	<u>\$ 722,086</u>	<u>\$ 2,558,591</u>

See accompanying notes to financial statements.

PENCIL FOUNDATION
STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2021

	<u>Without Donor</u> <u>Restrictions</u>	<u>With Donor</u> <u>Restrictions</u>	<u>Total</u>
REVENUES AND SUPPORT			
Government grants and contracts	\$ 897,529	\$ -	\$ 897,529
Corporate and foundation contributions	529,510	76,291	605,801
Individual contributions	425,229	113,932	539,161
Program project funding	120,108	36,483	156,591
United Way and other grants	71,000	-	71,000
In-kind contributions	2,898,107	-	2,898,107
Special events	268,020	14,052	282,072
Consulting services	1,610	-	1,610
Other revenue	17	-	17
Investment income	161,594	9,912	171,506
Change in value of beneficial interest in agency endowment fund held by the Community Foundation of Middle Tennessee	13,775	-	13,775
Net assets released from restrictions	<u>184,744</u>	<u>(184,744)</u>	<u>-</u>
TOTAL REVENUES AND SUPPORT	<u>5,571,243</u>	<u>65,926</u>	<u>5,637,169</u>
EXPENSES			
Program services	4,428,581	-	4,428,581
Supporting services:			
Management and general	109,900	-	109,900
Fundraising	<u>389,294</u>	<u>-</u>	<u>389,294</u>
TOTAL EXPENSES	<u>4,927,775</u>	<u>-</u>	<u>4,927,775</u>
CHANGE IN NET ASSETS	643,468	65,926	709,394
NET ASSETS - BEGINNING OF YEAR	<u>1,333,072</u>	<u>372,151</u>	<u>1,705,223</u>
NET ASSETS - END OF YEAR	<u>\$ 1,976,540</u>	<u>\$ 438,077</u>	<u>\$ 2,414,617</u>

See accompanying notes to financial statements.

PENCIL FOUNDATION
STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2022

	Program Services	Supporting Services		Total Supporting Services	Total
		Management and General	Fundraising		
Personnel	\$ 1,227,722	\$ 61,032	\$ 318,060	\$ 379,092	\$ 1,606,814
Equipment	57,408	2,016	17,470	19,486	76,894
Depreciation	45,503	2,104	3,787	5,891	51,394
Travel	5,953	66	821	887	6,840
Professional services	96,130	11,489	31,145	42,634	138,764
Program expenses	141,632	619	727	1,346	142,978
Grant to Metro Nashville Public Schools	1,672,241	-	-	-	1,672,241
Supplies	3,156	266	712	978	4,134
Supplies - donated	2,952,635	-	-	-	2,952,635
Facility expenses	32,623	2,084	3,864	5,948	38,571
Occupancy - donated	214,526	12,472	22,450	34,922	249,448
Communications	20,502	3,599	2,131	5,730	26,232
Commercial insurance	18,114	1,051	1,887	2,938	21,052
Staff development and community events	27,794	1,832	5,564	7,396	35,190
Donor cultivation	1,869	688	2,237	2,925	4,794
Events	22,350	1,455	36,836	38,291	60,641
Events - donated	-	-	120,999	120,999	120,999
Fees & bank charges	3,506	6,331	9,996	16,327	19,833
TOTAL EXPENSES	\$ 6,543,664	\$ 107,104	\$ 578,686	\$ 685,790	\$ 7,229,454

See accompanying notes to financial statements.

PENCIL FOUNDATION
STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2021

	Program Services	Supporting Services		Total Supporting Services	Total
		Management and General	Fundraising		
Personnel	\$ 1,039,857	\$ 48,907	\$ 198,634	\$ 247,541	\$ 1,287,398
Equipment	54,343	11,181	10,484	21,665	76,008
Depreciation	30,875	1,390	2,500	3,890	34,765
Travel	1,145	432	77	509	1,654
Professional services	193,899	16,473	22,962	39,435	233,334
Program expenses	311,133	-	-	-	311,133
Grant to Metro Nashville Public Schools	3,800	-	-	-	3,800
Supplies	-	1,525	-	1,525	1,525
Supplies - donated	2,575,670	-	-	-	2,575,670
Facility expenses	(648)	10,596	19,072	29,668	29,020
Occupancy - donated	182,650	10,497	16,796	27,293	209,943
Communications	10,328	5,472	10,415	15,887	26,215
Commercial insurance	16,050	805	1,448	2,253	18,303
Staff development and community events	9,479	1,910	2,869	4,779	14,258
Donor cultivation	-	-	871	871	871
Events	-	-	35,707	35,707	35,707
Events - donated	-	-	52,140	52,140	52,140
Fees & bank charges	-	712	15,319	16,031	16,031
TOTAL EXPENSES	\$ 4,428,581	\$ 109,900	\$ 389,294	\$ 499,194	\$ 4,927,775

See accompanying notes to financial statements.

PENCIL FOUNDATION
STATEMENTS OF CASH FLOWS
FOR THE YEAR ENDED JUNE 30, 2022

	<u>2022</u>	<u>2021</u>
CASH FLOWS FROM OPERATING ACTIVITIES	\$ 143,974	\$ 709,394
Change in net assets		
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	51,394	34,765
Net realized and unrealized (gains) losses on investments	175,283	(154,140)
Grant received from agency endowment fund	3,524	3,099
Contributions restricted for endowment	(248,950)	(113,545)
Paycheck Protection Program loan forgiveness	-	(222,915)
Change in value of beneficial interest in agency endowment fund	8,097	(13,775)
(Increase) decrease in:		
Contributions, grants and other receivables	(1,107,330)	47,554
Prepaid expenses and other assets	(12,988)	(18,308)
Inventory	(55,789)	(16,673)
Increase (decrease) in:		
Accounts and grants payable	1,257,340	9,415
Payroll liabilities	54,998	3,675
TOTAL ADJUSTMENTS	125,579	(440,848)
NET CASH PROVIDED BY OPERATING ACTIVITIES	269,553	268,546
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of property and equipment	(23,193)	(185,785)
Proceeds from sale or maturity of investments	63,816	179,824
Purchases of investments	(333,937)	(279,690)
NET CASH USED IN INVESTING ACTIVITIES	(293,314)	(285,651)
CASH FLOWS FROM FINANCING ACTIVITIES		
Proceeds from contributions restricted for investment in endowment	250,521	107,360
NET CASH PROVIDED BY FINANCING ACTIVITIES	250,521	107,360
NET INCREASE IN CASH AND CASH EQUIVALENTS	226,760	90,255
CASH AND CASH EQUIVALENTS - BEGINNING OF YEAR	482,627	392,372
CASH AND CASH EQUIVALENTS - END OF YEAR	\$ 709,387	\$ 482,627

See accompanying notes to financial statements.

PENCIL FOUNDATION

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2022 AND 2021

NOTE 1 - GENERAL

PENCIL Foundation ("PENCIL") is a not-for-profit organization formed in 1982 to link community resources to Nashville public schools to help young people achieve academic success and prepare for life.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The financial statements of PENCIL have been prepared in accordance with generally accepted accounting principles ("GAAP"), which require PENCIL 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 PENCIL'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 PENCIL or by the passage of time. There are currently no donor restrictions that are perpetual in nature.

PENCIL reports contributions restricted by donors as increases in net assets without donor restrictions if the restrictions expire (that is, when a stipulated time restriction ends or purpose restriction is accomplished) in the reporting period in which the revenue is recognized. All other donor-restricted contributions are reported as increases in net assets with donor restrictions, depending on the nature of the restrictions. When a restriction expires, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statements of activities as net assets released from restrictions.

Revenue Recognition

Contributions - 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 promisor's obligation to 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.

PENCIL FOUNDATION

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

JUNE 30, 2022 AND 2021

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Revenue Recognition (continued)

Government grants and contracts - A portion of PENCIL's revenue is derived from cost reimbursable grants and contracts, which are conditioned upon certain performance requirements and/or the incurrence of allowable qualifying expenses. Amounts received are recognized as revenue when PENCIL has incurred expenditures in compliance with specific contract or grant provisions. Amounts received in advance of the expenditure are recorded as deferred revenue. Additionally, certain grants qualify as exchange transactions. PENCIL recognizes grant revenue for exchange transactions at the time the services are provided.

In-kind contributions - PENCIL reports any gifts of property, equipment, or materials at the estimated fair value at the date of gift as support without donor restrictions unless explicit donor restrictions specify how the assets must be used. Gifts of long-lived assets with explicit restrictions as to how the assets are to be used or funds restricted for the acquisition of long-lived assets are reported as support with donor restrictions. Expirations of donor restrictions are recognized when the donated or acquired long-lived assets are placed in service. Donated services are recognized if they create or enhance non-financial assets, or the donated service requires specialized skills, were performed by a donor who possesses such skills, and would have been purchased by PENCIL if not donated. Such services are recognized at fair value as support and expense in the period the services are performed.

Special events - Special event revenue is generated from sponsorships and ticket sales at events held during the year and are recognized when the events occur, which is when PENCIL completes its performance obligation.

Consulting and fiscal services - Consulting revenue is generated from services provided to communities across the nation that are interested in building a network of strong partnerships within their school district, as well as for accounting services provided to another organization. PENCIL recognizes revenue at the time the services are provided, which is when PENCIL's performance obligation is fulfilled.

Donated Services

A substantial number of unpaid volunteers have made contributions of their time to serve as tutors, mentors, teacher supply store volunteers and in other capacities in order to serve Nashville public school students. The total value of time contributed by these volunteers for the year ended June 30, 2022 has been estimated to be approximately \$724,000 (\$728,000 for the year ended June 30, 2021). This amount has not been recorded in the accompanying financial statements as it does not meet GAAP recognition criteria.

Other individuals volunteer their time and perform a variety of tasks that assist PENCIL with program services and fundraising events. No amounts have been reflected in the financial statements for volunteer time since these donated services do not meet the criteria for recognition under GAAP.

PENCIL FOUNDATION

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

JUNE 30, 2022 AND 2021

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Cash and Cash Equivalents

PENCIL considers all highly liquid investments with an original maturity of three months or less to be cash equivalents.

Contributions Receivable

Unconditional contributions receivable that are expected to be collected within one year are recorded at their net realizable value. Unconditional contributions receivable that are expected to be collected in future years are recorded at the present value of estimated future cash flows. As of June 30, 2022, management deemed the discount to be insignificant. The discount on those amounts is computed using a risk-free interest rate applicable to the year in which the promise is received. Conditional promises to give are not included as support until such time as the conditions are substantially met.

An allowance for uncollectible contributions is provided based on management's estimate of uncollectible pledges and historical trends. Contributions receivable are written off when deemed to be uncollectible. In management's opinion, no allowance for uncollectible contributions was necessary as of June 30, 2022 and 2021.

Inventory

Inventory consists of donated school supplies received primarily from supply distributors and school supply drives. Inventory is recorded at its estimated fair value at the time the goods are received from the donor. Provision is made to reduce any excess, obsolete or slow-moving inventory to net realizable value.

Investments

Investments consist of money market funds, certificates of deposit, bonds, mutual funds, equities and exchange traded funds. Money market funds and certificates of deposit are carried at cash value plus accrued interest. Bonds, mutual funds, equities and exchange traded funds are carried at their quoted market value on the last business day of the reporting period. Interest and dividends, as well as changes in unrealized gains and losses are recognized currently in the statement of activities.

PENCIL has invested in certificates of deposit with a financial institution maturing in fiscal year 2023. These certificates of deposits have an average yield of 2.20% as of June 30, 2022 (2.35% as of June 30, 2021).

Agency Endowment Fund

PENCIL's beneficial interest in an agency endowment fund held by the Community Foundation of Middle Tennessee ("CFMT") is recognized as an asset. Investment income and changes in the value of the fund are recognized in the statement of activities, and distributions received from the fund are recorded as increases (decreases) in the beneficial interest.

PENCIL FOUNDATION

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

JUNE 30, 2022 AND 2021

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Property and Equipment

Property and equipment are recorded at cost at the date of purchase, or at estimated fair value at the date of gift. Depreciation expense is calculated using the straight-line method over the estimated useful lives of the assets, except for leasehold improvements, which are depreciated over the shorter of their estimated useful lives or the expected lease term.

Fair Value Measurements

PENCIL classifies its assets based on a hierarchy consisting of: Level 1 (valued using quoted prices from active markets for identical assets), Level 2 (not traded on an active market but for which observable market inputs are readily available), and Level 3 (valued based on significant unobservable inputs).

An asset's or liability's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used maximize the use of observable inputs and minimize the use of unobservable inputs.

Following is a description of the valuation methodologies used for assets measured at fair value on a recurring basis.

Investments - Mutual funds, equities and exchange traded funds are classified within Level 1 where quoted market prices are available in an active market for identical assets. If quoted market prices are unavailable, fair value is estimated using quoted market prices of investments with similar characteristics, and the investments are classified within Level 2. Bonds are valued on the basis of information provided by pricing services that employ valuation matrices that may incorporate both broker/dealer-supplied valuations as well as valuation models reflecting factors such as benchmark yields, reported trades, broker/dealer quotes, bid/offer data and other relevant elements, and are classified within Level 2 of the valuation hierarchy

Beneficial interest in agency endowment fund held by the Community Foundation of Middle Tennessee - The agency endowment fund held at the CFMT represents PENCIL's interest in pooled investments with other participants in the funds. The CFMT prepares a valuation of the fund based on the fair value of the underlying investments using quoted market prices and allocates income or loss to each participant based on market results. PENCIL reflects this asset within Level 2 of the valuation hierarchy.

There have been no changes in the valuation methodologies used at June 30, 2022 or 2021.

The methods described above may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, while PENCIL believes its valuation methodologies are appropriate and consistent with that of other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in different fair value measurements at the reporting date.

PENCIL FOUNDATION

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

JUNE 30, 2022 AND 2021

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Endowment Funds

PENCIL's endowment consists of funds established by donors to be held in perpetuity, including gifts requiring that the principal be invested, and the income or specific portions thereof be used to provide long-term stability for PENCIL. PENCIL's endowment funds are based on the spending policies described below which follow the Uniform Prudent Management of Institutional Funds Act of 2006 ("UPMIFA") and the State of Tennessee's State Uniform Prudent Management of Institutional Funds Act ("SUPMIFA").

Interpretation of applicable law - The board of directors has interpreted UPMIFA as requiring the preservation of the fair value of the original gifts as of the gift date of the donor-restricted endowment funds absent explicit donor stipulations to the contrary. As a result of this interpretation, PENCIL classifies as net assets with donor restrictions (a) the original value of gifts donated to the permanent endowment, and (b) accumulations to the permanent endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund.

Spending policy - The board of directors has formally adopted an endowment spending policy. The policy does not allow distributions to be made from the endowment account unless the balance in the account is greater than \$350,000 or as otherwise approved by the board of directors. When distributions are made, the amount will be calculated using a rolling 36 month, quarterly average balance. The finance committee will then consider a distribution between 3-5% of that average balance.

Investment policy - The purpose and objectives of the investment policy is to maximize long-term investment performance, within appropriate risk limits and diversification parameters. Given the long-term nature of the endowment fund and that no current distributions are anticipated from the fund, the fund carries a modestly higher than average risk tolerance. The policy allows substantial discretion in the asset allocation and diversification of the assets for the purposes of increasing investment return and/or reducing risk exposure. The target investment allocation follows:

Cash and cash equivalents	2% - 10%
Equity	36% - 80%
Fixed income	25% - 50%
Alternative investments	0% - 9%

Income Taxes

PENCIL 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.

PENCIL FOUNDATION

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

JUNE 30, 2022 AND 2021

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Income Taxes (continued)

Management performs an evaluation of all income tax positions taken or expected to be taken in the course of preparing PENCIL'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.

Program and Supporting Services

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

Program Services

PENCIL Partners and PENCIL Academy Partners are businesses and organizations committed to student success through organized, coordinated activities that match the unique attributes of each Partner with the specific needs of each school or academy. Schools turn to us and our wide network of business contacts to help them find Partners that are a good match for their school. Businesses and organizations turn to us and our comprehensive knowledge of Nashville Public Schools when they want to connect with a school where they can help students. PENCIL also serves as the coordinator of these ongoing Partnership relationships. We facilitate communication, provide activity ideas, advise on volunteer management and help the school and Partner develop a year-long strategic plan. In addition, PENCIL hosts the PENCILMeIn615.org website where schools, Partners and individuals log their volunteer hours and in-kind gifts.

PENCIL's Family Resource Centers ("FRCs") act as a hub for community resources, helping families navigate outside agencies that can assist with social, emotional and physical needs. FRCs stock emergency food/clothing and develop services tailored to their school population, such as GED and English-language classes, parenting classes, eye exams and glasses, individual counseling and student leadership groups.

After June 30, 2022, PENCIL transitioned its four full-time FRC Coordinators to Family and Children's Services (F&CS). This transition occurred after Metro Nashville Public Schools (MNPS) awarded an FRC expansion contract to F&CS to open and operate 25 new FRC sites throughout MNPS. PENCIL and F&CS worked very closely to assure the transition was a smooth one for all the team members as well as the school communities they served. PENCIL is now working collaboratively with F&CS to bring strong community partners to all FRC sites to provide a high level of support to their students and families.

PENCIL FOUNDATION

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

JUNE 30, 2022 AND 2021

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Program Services (continued)

The DG PENCIL Box makes sure students have the school supplies necessary for success in the classroom - and that teachers do not have to spend their own money to buy those supplies. Through generous donations from businesses, organizations and individuals, the Box is stocked with school supplies such as pencils, pens, notebooks, crayons, scissors, reading books, backpacks and much more. Every Metro teacher can make four shopping trips per school year for free supplies.

Supporting Services

Management and General relates to the overall direction of PENCIL. 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 PENCIL. 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

The costs of program and supporting service activities have been summarized on a functional basis in the statements of activities. The statements of functional expenses presents the natural classification detail of expenses by function. Expenses that can be directly attributed to a particular function are charged to that function. Certain costs have been allocated among the programs and supporting services benefited. The expenses that are allocated include personnel, equipment, travel, professional services, supplies, facility expenses, occupancy, communications, commercial insurance, staff development and community events, donor cultivation, event expenses, fees and bank charges which are allocated on the basis of estimates of time and effort.

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 revenue and expenses during the reporting period. Actual results could differ from those estimates.

PENCIL FOUNDATION

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

JUNE 30, 2022 AND 2021

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

New Accounting Pronouncements

In September 2020, the FASB issued Accounting Standards Update (“ASU”) 2020-07, *Not-for-Profit Entities (Topic 958): Presentation and Disclosures by Not-for-Profit Entities for Contributed Nonfinancial Assets*, which requires a not-for-profit entity to present contributed nonfinancial assets in the statement of activities as a line item that is separate from contributions of cash or other financial assets. ASU 2020-07 also requires additional qualitative and quantitative disclosures about contributed nonfinancial assets received, disaggregated by category. This ASU was effective for PENCIL beginning on July 1, 2021 and did not result in a significant change to the financial statements.

Recent Authoritative Accounting Guidance

In February 2016, the Financial Accounting Standards Board (“FASB”) issued ASU 2016-02, *Leases (Topic 842)*. The guidance in this ASU supersedes the leasing guidance in Topic 840, *Leases*. Under the new guidance, lessees are required to recognize lease assets and lease liabilities on the statement of financial position for all leases with terms longer than 12 months. Leases will be classified as either finance or operating, with classification affecting the pattern of expense recognition in the statement of activities. In July 2018, the FASB issued ASU 2018-10, *Codification Improvements to Topic 842, Leases*, which makes narrow scope improvements to the standard for specific issues. In July 2018, the FASB also issued ASU 2018-11 *Leases (Topic 842): Targeted Improvements*, which provides an optional transition method allowing the standard to be applied at the adoption date.

A modified retrospective transition approach is required. An entity may adopt the guidance either (1) retrospectively to each prior reporting period presented in the financial statements with a cumulative-effect adjustment recognized at the beginning of the earliest comparative period presented or (2) retrospectively at the beginning of the period of adoption through a cumulative-effect adjustment. PENCIL expects to adopt the guidance retrospectively at the beginning of the period of adoption, July 1, 2022, through a cumulative-effect adjustment, and will not apply the new standard to comparative periods presented.

The new standard provides a number of practical expedients. Upon adoption, PENCIL expects to elect all the practical expedients available. PENCIL does not expect the adoption of the new standard to have a material impact on the financial statements.

Reclassifications

Certain reclassifications were made to the 2021 financial statements to conform to the current year presentation. Such reclassifications had no impact on the change in net assets previously reported.

PENCIL FOUNDATION

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

JUNE 30, 2022 AND 2021

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Events Occurring After Reporting Date

PENCIL has evaluated events and transactions that occurred between June 30, 2022 and October 20, 2022, the date the financial statements were available to be issued, for possible recognition or disclosure in the financial statements.

NOTE 3 - LIQUIDITY AND AVAILABILITY

The following reflects PENCIL's financial assets at June 30, 2022 and 2021, reduced by amounts not available for general use within one year of the statement of financial position date because of donor-imposed restrictions. Amounts not available include amounts set aside by the Board of Directors that could be drawn upon if the governing board approves that action.

	<u>2022</u>	<u>2021</u>
Financial assets at year end:		
Cash and cash equivalents	\$ 709,387	\$ 482,627
Contributions, grants and other receivables	1,359,937	254,178
Investments	<u>1,000,900</u>	<u>906,062</u>
Total financial assets	<u>3,070,224</u>	<u>1,642,867</u>
Less amounts not available to be used within one year:		
Donor-restricted endowment	362,497	123,457
Receivables due in more than one year	-	30,000
Board designations	914,150	1,139,196
Reimbursement grants payable	<u>1,191,221</u>	<u>-</u>
	<u>2,467,868</u>	<u>1,292,653</u>
Financial assets available to meet general expenditures over the next twelve months	<u>\$ 602,356</u>	<u>\$ 350,214</u>

In addition, PENCIL has a \$100,000 line of credit available to meet cash flow needs.

PENCIL FOUNDATION

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

JUNE 30, 2022 AND 2021

NOTE 4 - CONTRIBUTIONS, GRANTS AND OTHER RECEIVABLES

Contributions, grants and other receivables consisted of the following at June 30:

	<u>2022</u>	<u>2021</u>
Contributions receivable	\$ 40,693	\$ 75,185
Grants receivable	1,278,279	172,808
Other receivables	<u>36,351</u>	<u>-</u>
	<u>\$ 1,355,323</u>	<u>\$ 247,993</u>

Contributions receivable, including those restricted for the endowment, were due as follows at June 30:

	<u>2022</u>	<u>2021</u>
Due in less than one year	\$ 45,307	\$ 51,370
One to five years	<u>-</u>	<u>30,000</u>
	<u>\$ 45,307</u>	<u>\$ 81,370</u>

NOTE 5 - INVESTMENTS

Investments consisted of the following at June 30:

	<u>2022</u>	<u>2021</u>
Certificates of deposit	\$ 45,044	\$ 61,266
Bonds	46,840	51,692
Mutual funds	186,997	193,195
Equities	36,027	85,076
Exchange traded funds	<u>685,992</u>	<u>514,833</u>
	<u>\$ 1,000,900</u>	<u>\$ 906,062</u>

PENCIL FOUNDATION

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

JUNE 30, 2022 AND 2021

NOTE 6 - PROPERTY AND EQUIPMENT

Property and equipment consisted of the following at June 30:

	<u>2022</u>	<u>2021</u>
Equipment	\$ 35,532	\$ 35,532
Software	20,000	20,000
Leasehold improvements	<u>430,090</u>	<u>406,897</u>
	485,622	462,429
Less: Accumulated depreciation	<u>(235,617)</u>	<u>(184,223)</u>
	<u>\$ 250,005</u>	<u>\$ 278,206</u>

NOTE 7 - AGENCY ENDOWMENT FUND

PENCIL established and holds a beneficial interest in an agency endowment fund held by CFMT. PENCIL has granted variance power to CFMT, and CFMT has the ultimate authority and control over the Fund and the income derived therefrom. The Fund is charged a .4% administrative fee by CFMT annually. Upon request by PENCIL, income may be distributed to PENCIL annually.

A schedule of changes in PENCIL's beneficial interest in this fund for the years ended June 30, 2022 and 2021 follows:

	<u>2022</u>	<u>2021</u>
Beginning balance	\$ 70,020	\$ 59,344
Contributions to the fund	-	-
Grants paid to the agency	(3,524)	(3,099)
Change in value of beneficial interest in agency endowment fund	<u>(8,097)</u>	<u>13,775</u>
Ending balance	<u>\$ 58,399</u>	<u>\$ 70,020</u>

PENCIL FOUNDATION

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

JUNE 30, 2022 AND 2021

NOTE 8 - FAIR VALUE MEASUREMENTS

The following table summarizes financial assets measured at fair value on a recurring basis, segregated by level of valuation inputs within the fair value hierarchy utilized to measure fair value as of June 30:

<u>2022</u>	<u>Level 1 Inputs</u>	<u>Level 2 Inputs</u>	<u>Level 3 Inputs</u>	<u>Total Value</u>
Bonds	\$ -	\$ 46,840	\$ -	\$ 46,840
Mutual Funds	186,997	-	-	186,997
Equities	36,027	-	-	36,027
Exchange Traded Funds	685,992	-	-	685,992
Total Investments	<u>\$ 909,016</u>	<u>\$ 46,840</u>	<u>\$ -</u>	<u>\$ 955,856</u>
Beneficial interest in agency endowment fund	<u>\$ -</u>	<u>\$ 58,399</u>	<u>\$ -</u>	<u>\$ 58,399</u>

<u>2021</u>	<u>Level 1 Inputs</u>	<u>Level 2 Inputs</u>	<u>Level 3 Inputs</u>	<u>Total Value</u>
Bonds	\$ -	\$ 51,692	\$ -	\$ 51,692
Mutual Funds	193,195	-	-	193,195
Equities	85,076	-	-	85,076
Exchange Traded Funds	514,833	-	-	514,833
Total Investments	<u>\$ 793,104</u>	<u>\$ 51,692</u>	<u>\$ -</u>	<u>\$ 844,796</u>
Beneficial interest in agency endowment fund	<u>\$ -</u>	<u>\$ 70,020</u>	<u>\$ -</u>	<u>\$ 70,020</u>

PENCIL FOUNDATION

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

JUNE 30, 2022 AND 2021

NOTE 9 - LINE OF CREDIT

PENCIL has a \$100,000 revolving line of credit maturing in January 2023. Interest is payable monthly at a variable rate of Prime + 1.00% (5.75% at June 30, 2022), with the outstanding principal balance payable at maturity. The line is secured by PENCIL's investments. As of June 30, 2022 and 2021, there was no outstanding balance under this line of credit.

NOTE 10 - LEASES

PENCIL leases certain office equipment a under non-cancelable operating lease which expires in February 2025.

Lease expense paid was \$11,620 for the year ended June 30, 2022 (\$21,480 for the year ended June 30, 2021).

A summary of future minimum lease payments for equipment as of June 30, 2021, follows:

Year ending June 30,

2023	\$	9,648
2024		9,648
2025		<u>6,432</u>
	\$	<u>25,728</u>

PENCIL receives rent-free office and warehouse space under a lease that expires in October 2027. Either party may terminate the lease upon 90 days advance written notice. The estimated fair market value of the space is \$19,426 per month and is recorded as an in-kind contribution.

PENCIL FOUNDATION

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

JUNE 30, 2022 AND 2021

NOTE 11 - NET ASSETS

Board-designated net assets consisted of the following at June 30:

	<u>2022</u>	<u>2021</u>
Education of future healthcare providers	\$ 5,209	\$ 5,710
Reserve fund	850,542	1,037,013
Beneficial interest in agency endowment fund	58,399	70,020
Capacity campaign	<u>-</u>	<u>26,453</u>
	<u>\$ 914,150</u>	<u>\$ 1,139,196</u>

Net assets with donor restrictions consisted of the following at June 30:

	<u>2022</u>	<u>2021</u>
<i>Temporary in nature - subject to expenditure for specified time or purpose:</i>		
Future year partnerships	\$ 234,435	\$ 220,004
DG (formerly LP) PENCIL Box	127,500	65,000
Back to School Breakfast	11,545	17,552
Eyecare	1,692	7,373
Clean Clothes for Kids	4,711	4,691
	<u>379,883</u>	<u>314,620</u>
<i>Temporary in nature - endowment- subject to appropriation:</i>		
General use	<u>(20,294)</u>	<u>9,912</u>
	<u>(20,294)</u>	<u>9,912</u>
<i>Perpetual in nature - endowment:</i>		
Sue Spickard Endowment Fund	<u>362,497</u>	<u>113,545</u>
	<u>362,497</u>	<u>113,545</u>
	<u>\$ 722,086</u>	<u>\$ 438,077</u>

PENCIL FOUNDATION

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

JUNE 30, 2022 AND 2021

NOTE 12 - ENDOWMENT FUNDS

The endowment net asset composition by type of fund is as follows as of June 30:

<u>2022</u>	<u>Net Assets Without Donor Restrictions</u>	<u>Net Assets With Donor Restrictions</u>	<u>Total</u>
Donor-restricted endowment funds	\$ -	\$ 338,461	\$ 338,461

<u>2021</u>	<u>Net Assets Without Donor Restrictions</u>	<u>Net Assets With Donor Restrictions</u>	<u>Total</u>
Donor-restricted endowment funds	\$ -	\$ 117,272	\$ 117,272

From time to time, certain donor-restricted endowment funds may have fair values less than the amount required to be maintained by donors or by law (underwater endowments). PENCIL has interpreted UPMIFA to permit spending from underwater endowments in accordance with prudent measures required by law. At June 30, 2022, endowment funds with deficiencies of \$20,294 were reported in net assets with donor restrictions. There were no underwater endowments as of June 30, 2021.

A summary of changes in endowments follows for the year ended June 30:

<u>2022</u>	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
Endowment net assets, July 1, 2021	\$ -	\$ 117,272	\$ 117,272
Dividends	-	3,575	3,575
Interest	-	529	529
Realized gain on investments	-	884	884
Unrealized gain on investments	-	(34,322)	(34,322)
Contributions	-	250,523	250,523
Endowment net assets, June 30, 2022	\$ -	\$ 338,461	\$ 338,461

PENCIL FOUNDATION

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

JUNE 30, 2022 AND 2021

NOTE 12 - ENDOWMENT FUNDS (CONTINUED)

<u>2021</u>	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
Endowment net assets, July 1, 2020	\$ -	\$ -	\$ -
Dividends	-	752	752
Interest	-	231	231
Realized gain on investments	-	27	27
Unrealized gain on investments	-	9,290	9,290
Contributions	-	107,360	107,360
Professional fees	-	(388)	(388)
	<u>-</u>	<u>(388)</u>	<u>(388)</u>
Endowment net assets, June 30, 2021	<u>\$ -</u>	<u>\$ 117,272</u>	<u>\$ 117,272</u>

NOTE 13 - IN-KIND CONTRIBUTIONS

PENCIL received the following in-kind contributions for the years ended June 30:

	<u>2022</u>	<u>2021</u>
Supplies	\$ 3,008,424	\$ 2,591,682
Facilities	249,448	209,943
Special events - venue, food, prizes, other	122,981	60,940
Auction items	69,652	35,542
	<u>\$ 3,450,505</u>	<u>\$ 2,898,107</u>

Donated supplies received by PENCIL are recorded as in-kind contribution revenue with a corresponding increase to inventory. Such goods are valued at the price that would be paid for similar products. Supplies are distributed at no cost to recipients through the DG PENCIL Box program.

As discussed in Note 10, PENCIL receives office and warehouse space at no cost for its program operations and supporting services. Donated space is valued at average price per square foot of rental listings in the same area.

PENCIL FOUNDATION

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

JUNE 30, 2022 AND 2021

NOTE 13 - IN-KIND CONTRIBUTIONS (CONTINUED)

PENCIL hosts certain special events during the year for which they receive venue usage, food, prizes for giveaways and various other items at no cost. These items are valued at the price that would otherwise be paid for such items. In connection with these events, items are received by PENCIL to be sold at auction. Contributed auction items were sold and valued at the gross selling price received.

There are no donor-imposed restrictions associated with any of the gifts in-kind.

NOTE 14 - RETIREMENT PLAN

PENCIL sponsors a Section 401(k) defined contribution plan for the benefit of eligible employees. The plan provides for PENCIL to make a matching contribution for each employee deferral contribution, subject to limitations. Total contributions by PENCIL to the plan amounted to \$34,097 in 2022 (\$24,458 in 2021).

NOTE 15 - CONCENTRATIONS OF CREDIT RISK

Financial instruments that potentially subject PENCIL to concentrations of credit risk consist principally of cash and cash equivalents, and various contributions, grants, contracts and related receivables. PENCIL maintains cash and cash equivalents and investments in certificates of deposit at reputable financial institutions insured by the Federal Deposit Insurance Corporation ("FDIC") up to statutory limits. PENCIL's balances may, at times, exceed statutory limits. PENCIL has not experienced any losses in these accounts and management considers this to be a normal business risk.

Contributions received from one source totaled approximately \$1,185,000, or 40%, of total contribution revenue received for the year ended June 30, 2022. There were no contribution concentrations for the year ended June 30, 2021.

NOTE 16 - RELATED PARTIES

PENCIL receives support from and, at times, purchase goods or services from companies or organizations that are affiliated with or owned, directly or indirectly, by members of the Board of Directors. All related party transactions are subject to PENCIL's Conflict of Interest Policy. In addition, PENCIL receives free rent from a related party (see Note 10 for lease details).

SUBSTITUTE RESOLUTION NO. RS2023-2143

A resolution appropriating \$471,694 in American Rescue Plan Act funds from Fund #30216 to the Big Brothers Big Sisters of Middle Tennessee, in partnership with Tennessee State University, to provide mentoring services for first-year college students through an initiative called Big ~~Features~~ Futures.

WHEREAS, on June 15, 2021, the Metropolitan Council passed Resolution RS2021-966, a resolution which accepted grant funds for local government support from the Coronavirus State and Local Fiscal Recovery Funds established by the American Rescue Plan Act of 2021 ("ARP Funds") from the U.S. Department of the Treasury to The Metropolitan Government of Nashville and Davidson County, which was subsequently signed into law by Mayor John Cooper on June 16, 2021; and,

WHEREAS, Resolution RS2021-966 established a COVID-19 Financial Oversight Committee ("the Committee") whose role is to collect, consider, and recommend appropriate uses of the ARP Funds as designated by the Metropolitan Council disbursement plan. The Committee will submit its reports and recommendations to the Mayor, the Director of Finance, and the Metropolitan Council not later than June 30, 2025; and,

WHEREAS, there are federal requirements for use of ARP Funds that require that these funds be expended or obligated on or before December 31, 2024; and,

WHEREAS, the Committee recognizes the importance of equipping young people with tools for post-secondary success through college and career mentoring; and,

WHEREAS, Big Brothers Big Sisters of Middle Tennessee's Big Futures initiative, as described in Exhibit A, will build a system to support college freshmen in understanding how to achieve financial stability/success, to advance career goals, to set a trajectory for academic success/completion, and to maintain/improve mental health; and,

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

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

Section 1. The Metropolitan Council accepts this resolution as a recommendation of the COVID-19 Financial Oversight Committee.

Section 2. That \$471,694 from the Covid-19 American Rescue Plan Fund #30216 is hereby appropriated to Big Brothers Big Sisters of Middle Tennessee to be used to administer the program described in Exhibit A.

Section 3. Quarterly reporting from Big Brothers Big Sisters of Middle Tennessee to the COVID-19 Oversight Committee is required. The required information includes but is not limited to the following:

- a. Accounting of all grant funds, including identification of grant fund recipients
- b. Use of funds and balance of funds remaining from the \$471,694 allocation
- c. Program results that at a minimum include number of student matches, services provided to the students, sessions/meeting held, etc. as outlined in Exhibit A

Section 4. This resolution shall take effect from and after its final passage, the welfare of the public requiring it.

SPONSORED BY:

Jennifer Gamble
Member of Council

SUBSTITUTE ORDINANCE NO. BL2023-1688

An ordinance to amend Chapters 8.04 and 8.08 relative to the regulation of animals.

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

Section 1. That Chapter 8.04 of the Metropolitan Code of Laws is amended by deleting the chapter in its entirety and replacing it with the following:

Chapter 8.04 – Animals Generally

8.04.010. Definitions.

For the purposes of this chapter, the following words and phrases shall have the meanings ascribed to them by this ~~chapter~~ section:

"Animal care and control division" means the animal care and control services division of the department of health.

"At large" means any animal, excluding ~~domestic~~ cats, that is not physically restrained on owner's or keeper's premises including motorized vehicles in a manner that physically prevents the animal from leaving the premises or reaching any public areas; or, is not physically restrained when on public property, or any public area, by a leash, tether or other physical control ~~device not to exceed eight feet in length~~ and under the physical control of a capable person, as except as otherwise authorized by law.

"Cat" means all domesticated members of the feline family.

"Community cat" means any free roaming cat that may be cared for by one or more residents of the immediate area. Community cats are exempt from any licensing, stray, abandonment, and at-large provisions directed towards owned animals.

"Community cat caregiver" means a person who provides care, including food, shelter, or medical care to a community cat, while not being considered the owner, custodian, harbinger, controller, or keeper of a community cat or to have care or charge of a community cat. Caregivers should make reasonable efforts to sterilize and vaccinate cats against rabies. Community cat caregivers may redeem community cats from the shelter without proof of ownership and are exempt from any charges and/or fees.

"Compendium" or "Rabies compendium" means the most recent issue of the national *Compendium of Animal Rabies Prevention and Control* published by the Association of State Public Health Veterinarians.

"Department" means the Department of Health of the Metropolitan Government of Nashville and Davidson County, Tennessee, and shall include its board, agents, employees and activities.

"Director of health" means the director of health or ~~his or her~~ the director of health's designated representative.

"Dog" means all domesticated members of the canine family.

"Extreme weather conditions" means those conditions that pose life-threatening health conditions to animals who are dependent upon their owners' care and protection. Extreme

weather conditions ~~shall~~ may include temperatures reported and verified by the National Weather Service below 32 degrees Fahrenheit (0 degrees Celsius), temperatures above 95 degrees Fahrenheit (35 degrees Celsius), or in instances when the National Weather Service issues a weather advisory for a tornado warning or severe thunderstorm warning.

"Guard dog" means any dog trained to protect persons or property by attacking or threatening to attack any person found within the area patrolled by the dog.

"Livestock" means all animals of the equine, ovine, bovine, caprine, poultry, or swine and similar classes and includes, but is not limited to, goats, sheep, mules, horses, hogs, cows or cattle and domesticated poultry.

"Owner" means any person having a right of property in any domesticated animal or who keeps or harbors an animal, or who has it in ~~his~~ the person's care, or acts as its custodian, or who permits an animal to remain on or about any premises.

"Person" means any natural person, individual, firm, society, corporation, partnership, association, trust, estate, or other legal entity. If the person is a minor as defined by statute, the minor's parent or legal guardian shall be the owner for the purposes of this chapter.

"Pet" means a domestic or other animal allowed under this chapter to be kept as a companion.

"Quarantine" means a state of strictly enforced isolation from other animals or the public imposed to prevent the spread of disease.

"Vaccination" means the process whereby an animal is immunized against rabies using a vaccine and a technique approved by the board of health.

8.04.020. Rabies vaccination requirements.

A. It is unlawful for any owner to keep, harbor or permit to remain on or about any premises any dog over six months of age which has not been vaccinated against rabies as required by the board of health. A certificate of such vaccination shall be issued by a licensed veterinarian duly authorized to administer such a vaccination, and such certificate shall be kept by the person who owns, keeps, harbors such dog, subject to the inspection of the director of health. The certificate of vaccination shall clearly identify the date by which re-vaccination is required.

AB. Every person who is the owner of any dog or cat over the age of six months within the jurisdiction of the metropolitan government shall have such animal vaccinated against rabies with a vaccine approved by the United States Department of Agriculture and administered only by or under the supervision of a licensed veterinarian. The vaccination schedule shall be the following:

Dogs:

1. Within 30 days after a dog reaches the age of six months a primary or first vaccine dose must be given, which will be and is valid for only one year. The second and subsequent vaccine doses can be a "three-year vaccine" certified by the veterinarian and will be valid for three years. If an approved "three-year vaccine" is not used, then the dog must be vaccinated annually.
2. Within 30 days of acquiring the dog if there is no documented vaccination history; or

3. Within 30 days after entering the jurisdiction of this chapter if the owner cannot provide documented vaccination history.

Cats:

1. Within 30 days after a cat reaches the age of six months a primary or first vaccine dose must be given and is valid for only one year. The second and subsequent vaccine doses can be a "three- year vaccine," certified by the veterinarian and will be valid for three years. If an approved "three year vaccine" is not used, then the cat must be vaccinated annually.
2. Within 30 days of acquiring the cat if there is no documented vaccination history; or
3. Within 30 days after entering the jurisdiction of this chapter if the owner cannot provide documented vaccination history.

BC. Evidence of such vaccination shall consist of a certificate bearing the owner's name and address, number of the vaccination tag issued, date of vaccination, date the dog or cat shall be revaccinated, description and sex of the dog or cat vaccinated, type and lot number of vaccine administered and the name of the licensed veterinarian administering the vaccine. Such certificate shall be kept by the owner, subject to the inspection of the director of health.

8.04.030. Pet Licenses—Requirements.

A. Any person owning, keeping or harboring on the premises where they reside, any dog or cat six months of age or over, shall pay to the director of health a license fee in accordance with the current fee schedule established by 8.04.140(A). Such fee schedule, and all amended fee schedules, shall be approved by the board of health and authorized by passage of a resolution by the council. Each license issued shall be valid until the required revaccination date as specified on the certificate.

B. The license fees authorized pursuant to this section shall be set and approved by the board of health

C. 1. Persons operating kennels where dogs are bred for sale shall not be required to pay the above license fee, but in lieu thereof shall pay a license fee as kennel keeper based upon the number of dogs kept by the kennel in accordance with the current fee schedule established by Section 8.04.140(A).

2. At the time such license fee is paid, there shall be presented to the department of health, at the time of making the application, an affidavit showing under oath the number of dogs to be kept at the kennel for which application is made. All sums collected hereunder shall be collected by the director of health annually on or before April 1st, or at such time as the kennel shall be open for operation, as provided herein.

D.1. Within 30 days after a dog reaches the age of six months, a license tag must be obtained, which will be and is valid for only one year;

2. Within 30 days of acquiring the dog if there is no documented license tag history; or

3. Within 30 days after entering the jurisdiction of this chapter if the owner cannot provide documented license tag history.

4. An animal displaying a current license from jurisdictions outside the county, but within the state, shall not require licensing under this chapter until expiration of the current license.

8.04.040. Licenses—Issuance of License—Records.

It shall be the duty of the director of health to collect the license fees under this chapter. The director of health shall record the information specified under ~~Tennessee Code Annotated 68-8-403(e)~~ state law. Unless such certificate of vaccination is exhibited at the time request is made for a license, the director of health shall issue no license. On receipt of the payment of the license fee, the director of health shall issue to the person paying the same a license to be furnished by the metropolitan government, showing the name of the owner of the ~~dog~~ animal or kennel on which such license fee is paid, the date and amount of such payment, the license tag number issued for each ~~dog~~ animal and the date of vaccination of such ~~dog~~ animal, and shall deliver to the owner a license tag bearing the serial number and the year through which the license fee is paid.

8.04.050. Collection and disposition of fees.

It shall be the duty of the director of health to collect all fees imposed under this chapter. The director of health shall appoint certain officials as may be necessary to work in cooperation with and under the supervision of the director of finance to establish and prescribe the times and manner in which the fees received shall be deposited in the general fund.

~~8.04.060. Licenses—Issuance—Records.~~

~~It shall be the duty of the chief medical director to collect the license fees under this chapter. The director shall record the information specified under the Tennessee Code Annotated. Unless such certificate of vaccination is exhibited at the time request is made for a license, the chief medical director shall issue no license. On receipt of the payment of the license fee, the chief medical director shall issue to the person paying the same a receipt to be furnished by the metropolitan government, showing the name of the owner of the dog or kennel on which such license fee is paid, the date and amount of such payment, the license tag number issued for each dog and the date of vaccination of such dog, and shall deliver to the owner a license tag bearing the serial number and the year through which the license fee is paid.~~

8.04.070. License tags.

A. Dog license tags issued pursuant to this chapter shall be supplied by the department of health, to be made available in its budget, out of the revenues of the metropolitan government.

B. It shall be the duty of the owner to attach such license tag to a collar which shall be worn at all times by each dog licensed. In the event of the loss of such license tag, the department of health shall issue a duplicate tag, for which the owner shall pay a fee in accordance with the current fee schedule established by Section 8.04.140(A), and such duplicate tags shall be forthwith attached to the dog collar and at all times worn thereon; provided, that the collar may be removed in cases of hunting dogs while in chase, returning from the chase, or while in training.

C. Nothing in this section shall be construed as permitting the use of an unvaccinated dog in either the hunt or chase. A dog tag shall not be transferable from one dog to another.

D. No refunds shall be made on any dog license fee.

~~E. An animal displaying a current license from jurisdictions outside the county, but within the state, shall not require licensing under this chapter until expiration of the current license.~~

~~F. Animal care and control may inspect the premises where animals are kept to ensure that owners or keepers are providing minimum care and facilities.~~

8.04.080. Failure to pay license fee.

It is unlawful for any person or owner to keep or harbor any dog for which a license fee on such dog has not been paid as required by this chapter.

8.04.090 Confinement required—Female dogs in heat.

Every owner of a female dog is required to confine the same during the time she is in heat. The confinement required by this section shall be such that other dogs may not get to the female dog. It is unlawful for any owner of a female dog not to so confine such dog as required by this section.

8.04.100 Confinement required—Animals suspected of having rabies.

A. If any animal has bitten any person, is suspected of having bitten any person or is for any reason suspected of being infected with rabies, the animal may be required to be placed under an observation period either by confinement or by quarantine for a period of time deemed necessary by the animal care and control division.

B. The act of investigating the bite or rabies exposure and placing the animal under observation by confinement or quarantine shall be accomplished by the animal care and control division after consultation with the director of health, if necessary.

C. The confinement, quarantine or other disposition of the animal shall follow the current recommendations in the national rabies compendium unless more specific guidelines are designated by duly promulgated rules of the Tennessee Department of Health or as deemed necessary by the director of health to protect the public's health.

D. The observation period by confinement or quarantine may occur at the animal owner's home at the discretion of the department or the animal care and control division.

E. The owner will be responsible for payment of all boarding costs and other fees as may be required to humanely and safely keep an animal during the observation or quarantine period.

8.04.110. Guard dogs.

It is unlawful for any person to place or maintain guard dogs in any area of the metropolitan government for the protection of persons or property unless the following provisions are met:

A. The guard dog shall be confined to the property or held by a person on a leash; or

B. The owner or other persons in control of the premises upon which a guard dog is maintained shall post warning signs stating that such a dog is on the premises. At least one such sign shall be posted at each driveway or entranceway to said premises. Such signs shall be in lettering clearly visible from either the curb line or a distance of fifty feet, whichever is less, and shall contain a telephone number where some person responsible for controlling such guard dog can be reached twenty-four hours a day.

C. The owner of the dog, and/or owner of the property in which the dog is present keeps records of training completed.

D. The above provisions shall not be applicable to (1) dogs used in law enforcement by federal, state, or local law enforcement agencies or (2) dogs used by licensed security firms which have sufficient training.

8.04.120 Animals at large.

A. Any animal found running at large may be seized by the proper authorities of the health and police departments of the metropolitan government.

B. No person owning or having possession, charge, care, custody, or control of any animal shall cause, permit, or allow the animal to stray or in any manner to run at large.

C. Every person owning or having possession, charge, care, custody, or control of any animal shall keep such animal exclusively upon the person's his own premises; provided, however, that such animal may be off such premises only if it is restrained by the owner or such animal is accompanied by the owner and the owner has ~~full command of~~ physical control of the animal.

D. Subsections A and B of this section shall not apply to a dog on a hunt or chase, a dog in training, a dog guarding or driving stock, a police dog, a working dog, cats, or any animal participating in an organized field competition, or as otherwise authorized by law.

~~E. Every owner of a female dog is required to confine the same during the time she is in heat. The confinement required by this section shall be such that other dogs may not get to the female dog. It is unlawful for any owner of a female dog not to so confine such dog as required by this section.~~

E. The penalties for violation of this section shall be as follows:

1. First Violation. The penalty for the first violation of this section shall be fifty dollars per animal in violation. This penalty may be waived by the court upon proof in the form of a certificate from a licensed veterinarian verified by the metropolitan health department that each animal in violation has been spayed or neutered.

2. Second Violation. The penalty for the second violation of this section shall be fifty dollars for each animal in violation.

3. Third Violation. The penalty for the third violation of this section shall be fifty dollars for each animal in violation. Further the court shall order that any outside area of the owner's premises in which the animal or animals may be kept shall be enclosed by a fence.

4. Fourth Violation. The penalty for the fourth violation of this section shall be fifty dollars for each animal violation and the court shall order that any outside area of the owner's premises in which the animal or animals might be kept or placed even if on a temporary basis shall be enclosed by fencing that is verified as secure by the metropolitan health department.

5. Fifth Violation. The penalty for the fifth violation of this section shall be a penalty of fifty dollars and the animal or animals may be seized and impounded by the metropolitan health department, and may not be released to the owner, and may otherwise be disposed of in the manner provided by this chapter.

8.04.130. Authority to impound dogs.

All law enforcement and animal and care and control officers shall have the right to lawfully take up and put into the animal shelter of the metropolitan government any dog found in violation of any provision of this chapter.

8.04.140. Impoundment and fees—Redemption.

A. When any dog is impounded pursuant to the authority granted by the Metropolitan Code, and if the dog bears a tag or identification, an attempt shall be made to contact the owner to appear within seven days and redeem said dog. The owner shall pay for each dog seized and impounded an impoundment fee; and for each day or fraction thereof the dog remains unclaimed, a boarding fee, both in accordance with the current fee schedule. Such fee schedule, and all amended fee schedules, shall be approved by the board of health and authorized by passage of a resolution by the council. The fee schedule may also set forth amounts to be charged for other incidental costs, such as fees for microchips.

B. A current copy of the fee schedule shall be posted on the metropolitan public health department website and in a conspicuous place in the metropolitan animal care and control animal shelter. A copy shall also be kept in the office of metropolitan public health department's bureau of environmental health services.

C. Three dollars (\$3.00) of the daily dog boarding fees shall be deposited regularly with the metropolitan treasurer in a separate revenue account and shall be used to fund animal education and welfare programs of the metropolitan animal care and control division of the metropolitan health department.

D. If the dog impounded has not been licensed or vaccinated against rabies as required by law, the owner shall, before being permitted to regain possession of the dog, have the dog vaccinated and licensed. The director of health is also authorized to have a veterinarian humanely implant any animal lawfully impounded with an electronic microchip that will allow the animal to be positively identified, which shall be at the owners or possessor's sole expense, before being released back into their custody.

The impoundment and boarding fees authorized pursuant to this section shall be set and approved by the board of health.

E. The director of health is given the discretion to waive a portion or all of the fees imposed pursuant to this Section when the dog has been impounded through no fault of the owner as determined by the director of health.

8.04.150. Disposition of unclaimed or unlicensed dogs.

A. It shall be the duty of the director of health to keep any licensed dog impounded for running at large or impounded for a period of seven days from the date notice is mailed to the owner of record as determined by the license. Any unlicensed dog that is impounded shall be kept for a period of three working days beginning with the date of seizure. At the expiration of the applicable period of days such impounded dog may be disposed of as follows:

1. Whenever any individual shall apply to the department of health for permission to adopt or buy any impounded dog remaining unclaimed, the director of health may sell to the individual such unclaimed dogs or surrender such dogs to the individual for adoption upon a payment of a fee set by the board of health.

2. Whenever any dogs remain unclaimed, such dogs may be ~~destroyed~~ humanely disposed of in a manner to be determined by the director of health.

B. Any person who does not desire to pay the license fee, provided by this chapter upon any dog owned, kept or harbored on premises owned by ~~him~~ the person shall bring such dog to the animal shelter operated by the metropolitan government to be disposed of.

C. Notwithstanding subsection A of this section, the director of health, upon the advice of a licensed veterinarian, may dispose of a dog immediately if he/she determines the dog is suffering from rabies or other infectious or dangerous diseases, or is in misery, or if he/she determines such immediate disposition furthers the public's health and safety.

D. The department of health is authorized to charge a reduced adoption fee described in this section for organizations that have applied for and received certification under health department policy.

8.04.160. Concealment of dogs.

No person shall hide, conceal or aid or assist in hiding or concealing any dog owned, kept or harbored in violation of any of the provisions of this Title.

8.04.170 Interfering with police officers or health department officials unlawful.

It is unlawful for any person to interfere with or hinder any police officer or any official of the ~~health department, including the dog catcher,~~ in the discharge or apparent discharge of the officer or official's ~~his~~ duty enforcing the provision of this chapter.

8.04.180. Exemption from chapter—Dogs in transport.

An owner transporting a dog through the metropolitan government area is exempt from the provisions of this chapter; provided, that such dog shall be securely confined or on a leash during its transportation through the metropolitan government area; and provided further, that such dog shall not remain in the metropolitan government area for more than thirty days.

8.04.190. Removal of excrement.

A dog owner shall clean up and remove any excrement left by ~~his or her~~ the owner's dog(s) on any public property or private property not owned or lawfully possessed by the dog owner. Violations of this section shall be punishable by a fifty-dollar fine.

8.04.200. Pet dogs in outdoor dining areas at restaurants.

A. Definition of "pet dog." For purposes of this section, "pet dog" means a dog other than a service or guide dog assisting a person with a disability or a dog actually engaged in training to become a service or guide dog.

B. Permit authorizing pet dogs in outdoor dining areas of restaurants. The owner or proprietor of any restaurant which maintains an outdoor dining area may apply to the department for a permit authorizing persons to allow pet dogs to be present upon the premises of the outdoor dining area subject to the following terms and conditions:

1. All pet dogs brought upon the premises of a restaurant outdoor dining area shall have a current rabies vaccination and current license tag affixed to the dog's collar as required by Chapter 8.04 of the Metropolitan Code.
2. No pet dog shall be present in the interior of any restaurant or in any area where food is prepared;
3. The restaurant shall have the right to refuse to serve the owner of a pet dog if the owner fails to exercise reasonable control over the pet dog or the pet dog otherwise is behaving in a manner that compromises or threatens to compromise the health or safety of any person present in the restaurant;
4. All restaurant employees shall wash their hands promptly after touching, petting or otherwise handling a pet dog. Employees shall be prohibited from touching, petting or otherwise handling pet dogs while serving food or beverages, or handling tableware, or before entering other parts of the public food service establishment;
5. Employees and patrons shall be instructed that they shall not allow pet dogs to come into contact with serving dishes, utensils, tableware, linens, paper products or any other items involved in food service operations;
6. Patrons shall keep their pet dogs on a non-retractable leash no longer than six feet at all times and keep their pet dogs under reasonable control;
7. Pet dogs shall not be allowed on chairs, tables or other furnishings;
8. Accidents involving pet dog waste shall be cleaned immediately and the area sanitized with an approved product. A kit with the appropriate materials for this purpose shall be kept near the designated outdoor area;
9. A sign or signs reminding employees and patrons of the applicable rules shall be posted in a visible location upon the premises of the outdoor dining area.
10. Pet dogs shall not be permitted to travel through indoor or nondesignated portions of the restaurant, and ingress and egress to the designated outdoor portions of the restaurant shall not require entrance into or passage through any indoor area of the restaurant.

C. Permit fee. Any restaurant owner and/or proprietor wishing to obtain a permit authorizing pet dogs in outdoor dining areas shall complete an application form provided by the department and pay an annual permit fee in the amount of twenty dollars. The application shall request such information as deemed appropriate by the department, including, but not limited to, the names and contact information for at least one person responsible for management of the business during all hours when the business is open to the public. The application also shall contain a certification that the applicant is aware of all laws, ordinances, rules and regulations pertaining to permitting dogs to be in outdoor dining areas, together with an affirmative statement to be signed by the applicant verifying that the applicant shall abide by all such laws, ordinances, rules and regulations at all times.

D. Any applicant/permittee shall fully cooperate with any governmental entity having responsibility for enforcement of Title 53, Chapter 1 of the Tennessee Code Annotated, and any other applicable statutes and ordinances.

E. Enforcement. Obligations imposed by this ordinance on the owner of or person responsible for a pet dog shall be enforced against the owner or the person responsible for the dog. Obligations imposed by this section on the restaurant or the employees thereof shall be enforced against the employee(s) or agent(s) of the restaurant responsible for the violation. Obligations that may reasonably be construed as being imposed against either the owner of or person responsible for a pet dog, or the employee(s) or agent(s) of the restaurant, may be enforced against the owner of or person responsible for the pet dog, or the employee(s) or agent(s) of the restaurant responsible for the violation, or both. Any violation of this section by an agent or employee of the restaurant, or by the owner of or person responsible for the pet dog shall result in a fine not to exceed fifty dollars for each offense. The owner or person responsible for a pet dog that fails to clean up dog waste within a restaurant outdoor dining area as required by subsection B.8 of this section shall be cited under the provisions of this section.

F. Revocation of permit. In addition to the penalties set forth in subsection E. of this section, any violation of this ordinance by the holder of the permit shall also subject the permit holder to revocation of the permit.

8.04.210. Violations; civil infractions; civil penalties.

A. Any violation of this chapter is a civil infraction.

B. Any person who has committed an act in violation of Title 8 of this code may receive a citation from the animal care and control division by an animal care and control officer or from a law enforcement officer who has probable cause to believe that the person has committed a violation of Title 8 of this code.

C. The general sessions court shall have jurisdiction over all violations of this chapter.

D. Any violation of this chapter may be punishable by a civil penalty of not more than \$50.00. Each day that any section of this chapter is violated shall constitute a separate punishable offense.

E. Any person issued a citation from an animal care and control or law enforcement officer may be deemed to be charged with a civil violation and shall comply with the directives on the citation.

Section 2. That Section 8.08.010 of the Metropolitan Code of Laws is amended by deleting the definition of "Guard Dog" and "Vicious Dog" and adding the following definitions in alphabetical order:

"Guard dog" means any dog trained to protect persons or property by attacking or threatening to attack any person found within the area patrolled by the dog.

"Secure Enclosure" means any of the following:

- (1) A fully fenced pen, kennel or structure that shall remain locked with a padlock or combination lock. Such pen, kennel or structure must have secure sides, minimum of five feet high, and the director may require a secure top attached to the sides, and a secure bottom or floor attached to the sides of the structure or the sides must be embedded in the ground no less than one foot. The structure must be in compliance with the jurisdiction's building code; or

- (2) A house or garage. When dogs are kept inside a house or garage as a secure enclosure, the house or garage shall have latched doors kept in good repair to prevent the accidental escape of the dog. A house, garage, patio, porch or any part of the house or condition of the structure is not a secure enclosure if the structure would allow the dog to exit the structure of its own volition; or
- (3) For a ~~dangerous-vicious~~ dog, a fully fenced pen, kennel or structure at least six feet in height, installed beneath the ground level or in concrete or pavement, or a fabricated structure to prevent digging under it. Either enclosure shall be designed to prevent the entry of children or unauthorized persons and to prevent those persons from extending appendages inside the enclosure and be equipped with a self closing and self latching gate. A "~~Dangerous-Vicious Dog~~" sign prescribed by the director must be posted at the entry to the owner's or keeper's premises.

"Physical Device or Structure" means a tether or leash, trolley system, other physical control device or any structure made of material sufficiently strong to adequately and humanely confine the animal in a manner that would prevent it from escaping the premises.

"Vicious dog" means any dog which attacks and bites, or which seriously injures or kills, a person or animal on any public or private property without provocation; any dog previously declared vicious in a court of law; or any dog owned or harbored primarily or in part for the purpose of dog fighting.

Section 3. That Section 8.08.020 of the Metropolitan Code of Laws is deleted in its entirety.

Section 4. This ordinance shall take effect from and after its enactment, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

SPONSORED BY:

Russ Bradford
Member of Council

AMENDMENT NO. ____
TO
ORDINANCE NO. BL2023-1688

Mr. President –

I hereby move to amend Ordinance No. BL2023-1688 by amending Section 1, proposed Metropolitan Code of Laws Section 8.04.120 as follows:

8.04.120 Animals at large.

A. Any animal found running at large may be seized by the proper authorities of the health and police departments of the metropolitan government.

B. No person owning or having possession, charge, care, custody, or control of any animal shall cause, permit, or allow the animal to stray or in any manner to run at large.

C. Any person owning or having possession, charge, care, custody, or control of any animal which destroys or desecrates public or private property, chases persons, livestock, cars, or other vehicles, or otherwise causes a disturbance while running at large on public or private property shall be deemed to have committed a violation of this chapter.

~~D.~~ Every person owning or having possession, charge, care, custody, or control of any animal shall keep such animal exclusively upon his own premises; provided, however, that such animal may be off such premises only if it is restrained by the owner or such animal is accompanied by the owner and the owner has full command of the animal.

~~E.~~ Subsections A and B of this section shall not apply to a dog on a hunt or chase, a dog in training, a dog guarding or driving stock, a police dog, a working dog, cats, or any animal participating in an organized field competition.

~~F.~~ Every owner of a female dog is required to confine the same during the time she is in heat. The confinement required by this section shall be such that other dogs may not get to the female dog. It is unlawful for any owner of a female dog not to so confine such dog as required by this section.

SPONSORED BY:

Jennifer Gamble
Member of Council

SUBSTITUTE ORDINANCE NO. BL2023-1803

An ordinance authorizing The Metropolitan Government of Nashville and Davidson County to abandon existing public water mains ~~and fire hydrant assembly~~, to relocate an existing public fire hydrant assembly, and to accept new public water main, for two properties located at 2600 Jess Neely Drive and 2555 West End Avenue, also known as Vanderbilt University Basketball Facility (MWS Project No. 22-WL-108 and Proposal No. 2023M-035ES-0042).

WHEREAS, the abandonment of approximately ~~262~~ 90 linear feet of existing six-inch water main (DIP), approximately 326 linear feet of existing 16-inch water main (DIP) ~~and one fire hydrant assembly~~, the relocation of one existing fire hydrant assembly, and the acceptance of approximately 296 linear feet of new 16-inch water main (DIP), for two properties located at 2600 Jess Neely Drive and 2555 West End Avenue, also known as Vanderbilt University Basketball Facility, are needed to construct project number 22-WL-108; and,

WHEREAS, the Metropolitan Planning Commission approved mandatory referral No. 2023M-035ES-0042 on ~~March 10~~ April 18, 2023, for the abandonment, relocation, and acceptance of said water mains and fire hydrant assembly.

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

Section 1. The Metropolitan Government of Nashville and Davidson County is authorized to abandon approximately ~~262~~ 90 linear feet of existing six-inch water main (DIP), approximately 326 linear feet of existing 16-inch water main (DIP) ~~and one fire hydrant assembly~~, to relocate one existing fire hydrant assembly, and to accept approximately 296 linear feet of new 16-inch water main (DIP), for two properties located at 2600 Jess Neely Drive and 2555 West End Avenue, also known as Vanderbilt University Basketball Facility, as shown on Exhibit 1, which is attached hereto and incorporated by reference.

Map & Parcel:	Address:
10403007100	2600 Jess Neely Drive
10403025900	2555 West End Avenue

Section 2. The Directors of Water and Sewerage Services and Public Property Administration are authorized to execute such documents as may be necessary and appropriate to carry out the abandonment and acceptance authorized by this ordinance.

Section 3. Amendments to this legislation shall be approved by resolution.

Section 4. This ordinance shall take effect from and after its final passage, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

SPONSORED BY:

Tom Cash
Member of Council



**METROPOLITAN GOVERNMENT OF NASHVILLE
AND DAVIDSON COUNTY**

Metro Office Building
800 President Ronald Reagan Way
P.O. Box 196300
Nashville, TN 37219-6300

April 18, 2023

To: Mike Atchison Metro Water Services

**Re: VANDERBILT UNIVERSITY BASKETBALL FACILITY (AMENDMENT)
Planning Commission Mandatory Referral # 2023M-035ES-002
Council District #18 Tom Cash, Council Member**

On behalf of the Metropolitan Planning Commission, the following item, referred to the Commission as required by the Metro Charter, has been recommended for *approval* to the Metropolitan Council:

A request to amend mandatory number 2023M-035ES-001 as follows: a request for the abandonment of approximately 326 linear feet of 16-inch water main (DIP), the abandonment of approximately 90 linear feet of 6-inch water main (DIP), the acceptance of approximately 296 linear feet of 16-inch water main (DIP), and the relocation of a public fire hydrant assembly to serve the Vanderbilt University Basketball Facility development. This changes the prior request by abandoning approximately 172 fewer linear feet of 6-inch water main (DIP) and adding the relocation of a fire hydrant previously requested to be abandoned.

The relevant Metro agencies (Metro Parks, Metro Public Works, Metro Water Services, Metro Emergency Communications, the Nashville Electric Service, Metro Finance – Public Property and the Metro Historical Commission) have reviewed the proposal and concur in the recommendation for approval. This request must be approved by the Metro Council to become effective. A sketch showing the location of the request is attached to this letter.

Conditions that apply to this approval: none

This recommendation for approval is given as set forth in the Metropolitan Planning Commission Rules and Procedures. If you have any questions about this matter, please contact Delilah Rhodes at delilah.rhodes@nashville.gov or 615-862-7208.

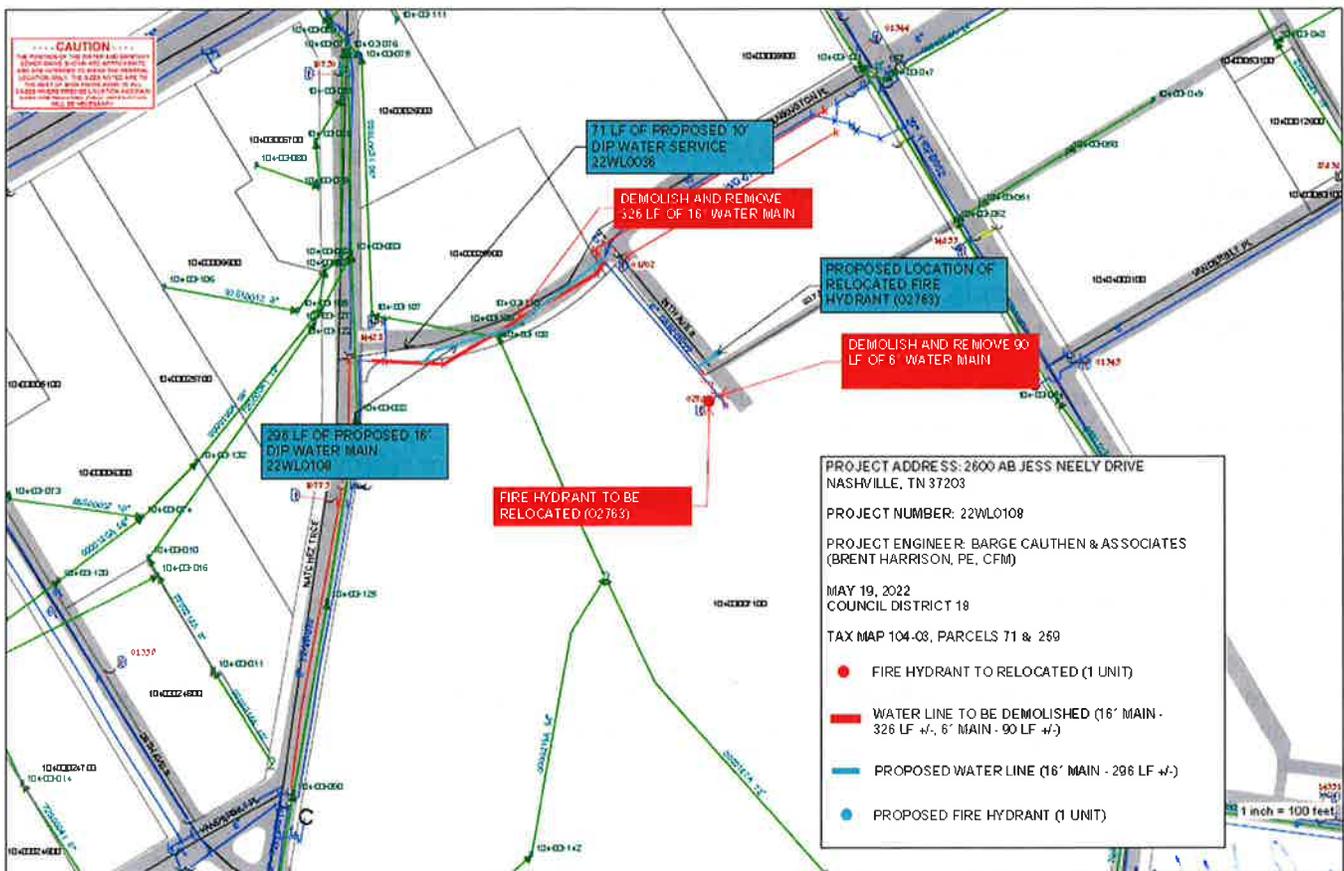
Sincerely,

A handwritten signature in blue ink that reads "Lisa Milligan".

Lisa Milligan
Land Development Manager
Metro Planning Department
cc: Metro Clerk

Re: VANDERBILT UNIVERSITY BASKETBALL FACILITY (AMENDMENT)
Planning Commission Mandatory Referral # 2023M-035ES-002
Council District #18 Tom Cash, Council Member

A request to amend mandatory number 2023M-035ES-001 as follows: a request for the abandonment of approximately 326 linear feet of 16-inch water main (DIP), the abandonment of approximately 90 linear feet of 6-inch water main (DIP), the acceptance of approximately 296 linear feet of 16-inch water main (DIP), and the relocation of a public fire hydrant assembly to serve the Vanderbilt University Basketball Facility development. This changes the prior request by abandoning approximately 172 fewer linear feet of 6-inch water main (DIP) and adding the relocation of a fire hydrant previously requested to be abandoned.



----- CAUTION -----
 THE POSITION OF THE WATER AND SANITARY SEWER MAINS SHOWN ARE APPROXIMATE AND ARE INTENDED TO SHOW THE GENERAL LOCATION ONLY. THE SIZES NOTED ARE TO THE BEST OF MWS KNOWLEDGE. IN ALL CASES WHERE PRECISE LOCATION AND MAIN SIZES ARE REQUIRED, FIELD VERIFICATION WILL BE NECESSARY.

71 LF OF PROPOSED 10" DIP WATER SERVICE 22WL0036

DEMOLISH AND REMOVE 326 LF OF 16" WATER MAIN

PROPOSED LOCATION OF RELOCATED FIRE HYDRANT (02763)

DEMOLISH AND REMOVE 90 LF OF 6" WATER MAIN

296 LF OF PROPOSED 16" DIP WATER MAIN 22WL0108

FIRE HYDRANT TO BE RELOCATED (02763)

PROJECT ADDRESS: 2600 AB JESS NEELY DRIVE
 NASHVILLE, TN 37203

PROJECT NUMBER: 22WL0108

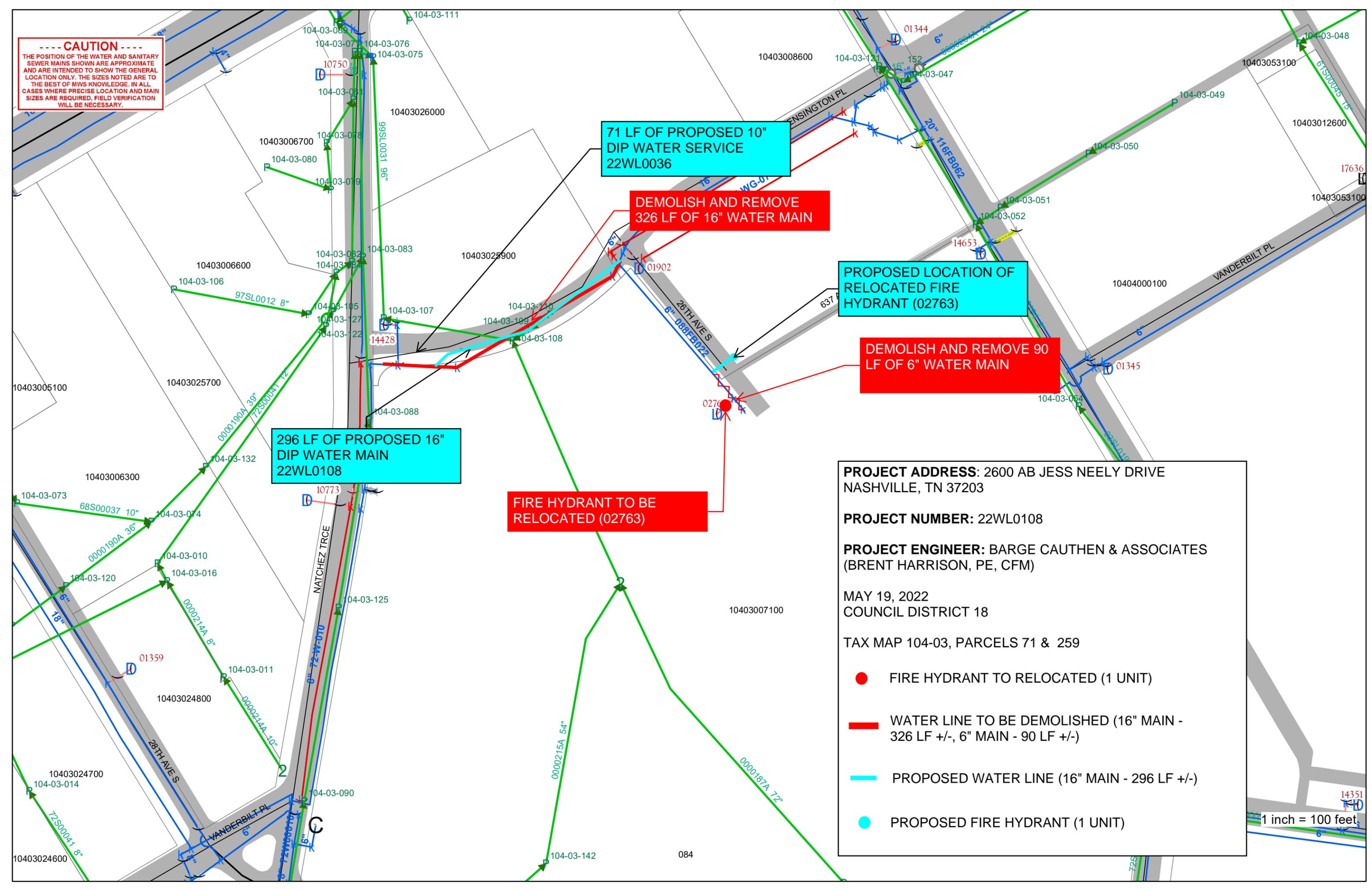
PROJECT ENGINEER: BARGE CAUTHEN & ASSOCIATES
 (BRENT HARRISON, PE, CFM)

MAY 19, 2022
 COUNCIL DISTRICT 18

TAX MAP 104-03, PARCELS 71 & 259

- FIRE HYDRANT TO RELOCATED (1 UNIT)
- WATER LINE TO BE DEMOLISHED (16" MAIN - 326 LF +/-, 6" MAIN - 90 LF +/-)
- PROPOSED WATER LINE (16" MAIN - 296 LF +/-)
- PROPOSED FIRE HYDRANT (1 UNIT)

1 inch = 100 feet



SUBSTITUTE ORDINANCE NO. BL2023-1843

An ordinance providing the honorary street name designation of "~~Pastor James~~ Rev. J. H. Johnson Way" for a portion of 4th Avenue North.

WHEREAS, James Houston Johnson was born on July 18, 1926 to Andrew H. Johnson and Annie Mae Bowens in Triune, Tennessee; and

WHEREAS, in 1941, he was baptized at Greater Hebrew Baptist Church. He went on to serve in the United States Army for four years during World War II; and

WHEREAS, he began to explore preaching in 1946 and, in 1954, Johnson attended the American Baptist Theological Seminary. He then moved his membership to Shiloh Missionary Baptist church; and

WHEREAS, on the second Sunday in April 1956, he was appointed interim pastor of the Cowan Street Missionary Baptist Church located at 1717 4th Avenue North in the Salemtown neighborhood of Nashville; and

WHEREAS, on August 26, 1956, the congregation unanimously voted Reverend J. H. Johnson to be the pastor of the Cowan Street Missionary Baptist Church, where he served faithfully and dedicatedly for forty years; and

WHEREAS, Rev. Johnson passed away on June 19, 1997, after a long battle with chronic illness, which he bore with courage and patience; and

WHEREAS, Rev. Johnson married Anna Lee Scott-Johnson in 1942. They lived a loving and happy life together until she passed away after 41 years of marriage. They had six children -- James E. Johnson, Delois J Dalton, Joann Johnson, Arlene Wolf, Rutie D. Holt and Andrew H. Johnson, Sr – and 19 grandchildren; and

WHEREAS, Chapter 13.08 of the Metropolitan Code of Laws provides for the designation of honorary street names and signs without amending the Official Street and Alley Acceptance and Maintenance Map for the Metropolitan Government of Nashville and Davidson County, and without requiring residents and businesses to change their address.

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

Section 1. That 4th Avenue North between Buchanan Street and Garfield Street is hereby designated with the honorary street name of "~~Pastor James~~ Rev. J. H. Johnson Way".

Section 2. This honorary street designation will not require any resident or business located on 4th Avenue North to change its street address.

Section 3. The Nashville Department of Transportation and Multimodal Infrastructure is hereby authorized and directed, upon the enactment and approval of this Ordinance, to install the appropriate signing designating this section of roadway as "~~Pastor James~~ Rev. J. H. Johnson Way" in accordance with 13.08.025 of the Metropolitan Code.

Section 4. This Ordinance shall take effect from and after its adoption, the welfare of the Metropolitan Government of Nashville and Davidson County requiring it.

SPONSORED BY:

Sharon W. Hurt
Freddie O'Connell
Members of Council

AMENDMENT NO. ____
TO
SUBSTITUTE ORDINANCE NO. BL2022-1471

Mr. President –

I hereby move to amend Substitute Ordinance No. BL2022-1471 as follows:

I. By amending Section 1 as follows:

"Family" means for purposes of this chapter:

1. An individual; or
2. Two or more persons related by blood, marriage or law; or
3. A group of two or more unrelated persons living together in a dwelling unit, not to exceed four persons in a dwelling unit with three or fewer bedrooms, and not to exceed five persons in a dwelling unit with four or more bedrooms. Such group may include a combination of related and unrelated persons.

II. By amending Section 3 as follows:

"Family" means one of the following:

1. An individual, or
2. Two or more persons related by blood, marriage or law, or,
3. A group of two or more unrelated persons living together in a dwelling unit, not to exceed four persons in a dwelling unit with three or fewer bedrooms, and not to exceed five persons in a dwelling unit with four or more bedrooms. Such group may include a combination of related and unrelated persons.
4. A group of not more than eight unrelated persons with disabilities including three additional persons acting as support staff or guardians, who need not be related to each other or to any of the persons with disabilities, residing together in a home in accordance with Tennessee Code Annotated § 13-24-102. For purposes of this subsection, 'persons with disabilities' includes persons with a physical or mental impairment which substantially limits one or more of such person's major life activities, a record of having such an impairment, or being regarded as having such an impairment, but such term does not include current, illegal use of or addiction to a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)). For the purposes of this subsection, "persons with disabilities" does not include persons who pose a substantial likelihood of serious harm as defined in Tennessee Code Annotated § 33-6-501, or who have been convicted of serious criminal conduct related to such disability.
5. A group of not more than eight unrelated persons over the age of sixty-five, including two additional persons acting as house parents or guardians, living together as a single housekeeping unit.

6. Family, as defined herein, is subject to the occupancy limitations in Section 16.24.400.J of the Metropolitan Code of Laws. Where there is a conflict between the definition of Family

in this section and the overcrowding provisions in Section 16.24.400.J, the more restrictive limitation shall apply.

Sponsored by:

Sean Parker
Member of Council

SUBSTITUTE ORDINANCE NO. BL2023-1717

An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by applying a Contextual Overlay District to various properties located north of Moormans Arm Road and west of Whites Creek Pike, zoned RS10, RS7.5, and R6 (~~208.23~~ 42.53 acres), all of which is described herein (Proposal No. 2023COD-003-001).

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

Section 1. That Title 17 of the Code of Laws of The Metropolitan Government of Nashville and Davidson County, is hereby amended by changing the Official Zoning Map for Metropolitan Nashville and Davidson County, which is made a part of Title 17 by reference, as follows:

By applying a Contextual Overlay District to various properties located north of Moormans Arm Road and west of Whites Creek Pike, zoned RS10, RS7.5, and R6 (~~208.23~~ 42.53 acres), being various Property Parcels Nos.as designated on various Maps of the Official Property Identification Maps of The Metropolitan Government of Nashville and Davidson County, all of which is described by lines, words and figures on the attached sketch, which is attached and made a part of this ordinance as though copied herein.

Section 2. Be it further enacted, that the Metropolitan Clerk is hereby authorized and directed, upon the enactment and approval of this ordinance, to cause the change to be made on Map 059 of said Official Zoning Map for Metropolitan Nashville and Davidson County, as set out in Section 1 of this ordinance, and to make notation thereon of reference to the date of passage and approval of this amendatory ordinance.

Section 3. The Metropolitan Clerk is directed to publish a notice announcing such change in a newspaper of general circulation within five days following final passage.

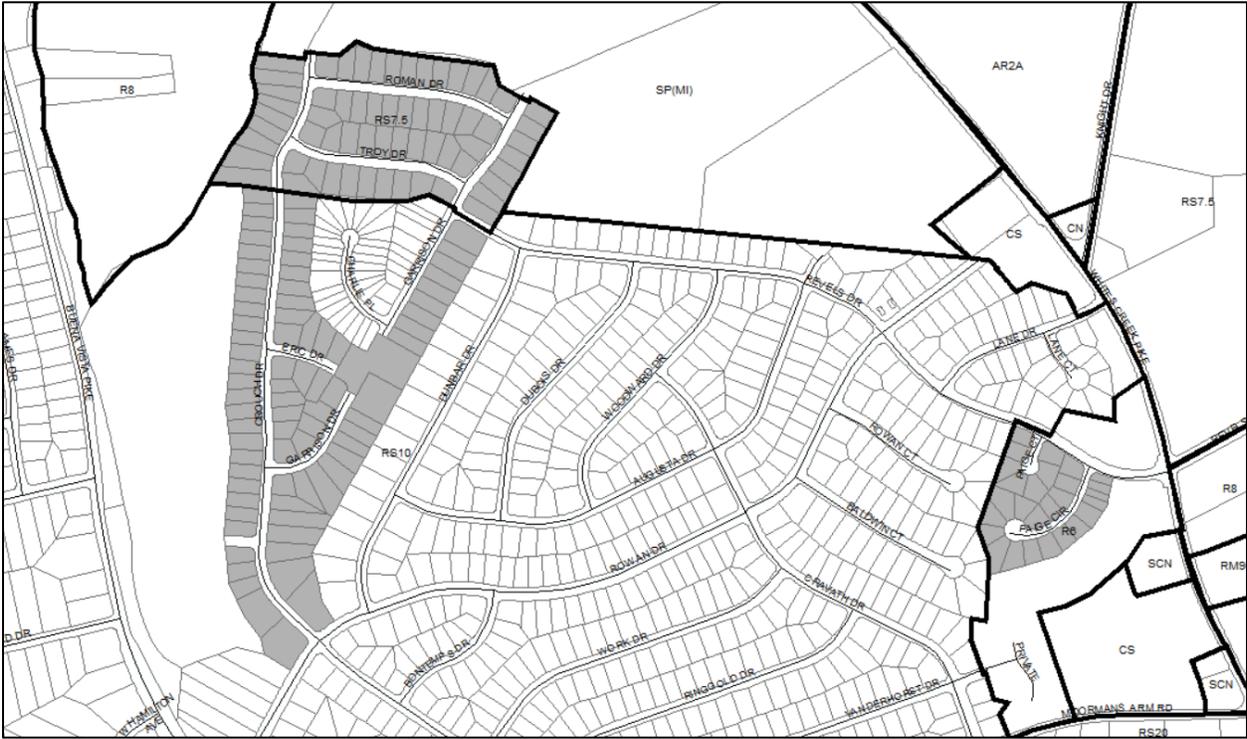
Section 4. This Ordinance shall take effect upon publication of above said notice announcing such change in a newspaper of general circulation, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

INTRODUCED BY:

Kyonzte Toombs
Member of Council

Parcel List attached
2023COD-003-001
Subarea 3, Bordeaux – Whites Creek – Haynes Trinity
District 2 (Toombs)
Application fee paid by: Fee waived by Council

A request to apply a Contextual Overlay District to various properties located north of Moormans Arm Road and west of Whites Creek Pike, zoned RS10, RS7.5, and R6 (208.23 ~~42.53~~ acres), requested by Councilmember Kyontzé Toombs, applicant; various owners



Substitute BL2023-1717 (2023COD-003-001)**Owners Table**

Parcel ID	Owner
05906002800	HAHN, JOHN M., JR.
05906002900	HERNDON, FLORENCE
05906003000	JACKSON, MARJORIE R.
05906003100	BLEDSON, THERESA W.
05906003200	HATCHETT, SHEENA
05906003300	WALTON, DAVID L.
05906003400	BARNES, JIMMIE L. ET UX
05906003500	COOPER, JUDY A.
05906003600	TALLEY, PAUL A. ET UX
05906003700	COPLIN, WAYMOND & CHANTRE
05906003800	GAINES, EARL, III & DANETTE A.
05906003900	DISMUKE, THELMA D. & GERALDINE
05906004000	HOWARD, HELEN M.
05906004100	SEAY, KIMBERLY J.
05906004200	GLENN, BYRON K.
05906004300	LEWIS, GERALD E.
05906004400	HEATH, CURTIS ETUX
05906004500	MITCHELL, JOHNNIE Y.
05906004600	WILSON, FRED A., JR. ET UX
05906004700	WILLIAMS, SHELA WEAVER & FREDERICK L. JR.
05906004800	HUBBARD, JAMES & HAYNES, FRANCES
05906004900	WOODSON, GEORGE E. ETUX
05906005000	PERRY, WILLIE D. ET UX
05906005100	JONES, RONNIE M. ETUX
05906005200	SPENCER, JAMES P. ET UX
05906005300	METRO GOV'T
05906005400	RODRIGUEZ, ARTURO
05906005500	DISMUKES, TERESA
05906005600	DAWKINS, ALLISON & BETTY
05906005700	SUMMERS, WARREN & MARIA
05906005800	WALKER, TRINA LYNNAE
05906005900	DAVIS, MICHAEL E. & YOWANDA D.
05906006000	ANDERSON, SCHYLER AIJIAN & FAITH ELISABETH
05906006100	HOLLINGSWORTH, J. C. ET UX
05906006200	DAVIS, LILLARD JR. ETUX
05906006300	GORDSON, SEGMUND & SHENELL
05906006400	SUGGS, SHARON L.
05906006500	ARMSTRONG, CHARLES M. ETUX
05906006600	YOUNG, WANDA LUCILLE
05906006700	JOHNSON, CHAQUILLE
05906006800	SANDERS, WILLIE L. & DEBRA P.
05906006900	DARTHARD, BELVYA ANITA
05906007000	STAFFORD, CAROLYN & DOUGLAS, DAVID ET AL
05906007100	DAVIS, CRAIG L.
05906007200	TATUM, MITCHELL W. & MCLAURINE, CASSANDRA
05906007300	LAYTON, WILLIAM L. ET UX
05906007400	DISMUKE, OSCAR H. ET UX
05906007500	TAYLOR, JOHNNY L. ET UX
05906007600	CAWTHON, FRED ET UX
05906007700	ROLLE, LESLIE L. & LEOLA
05906007800	LESLIE, WARNER O. ET UX
05906007900	SCALES, LAGENE R. & GARY L.
05906008000	BOOKER, SAMUEL C. ET UX
05906008100	PARKS, MICHAEL ET UX
05906008200	FLOYD, MICHAEL N. & JAMES-FLOYD, ANGELA
05906008300	WRIGHT, CALDWELL ET UX
05906008400	SCOTT, RONALD D. ET UX

05906008500 JOLLEY, ELISE WRIGHT
 05906008600 WARE, FELIX L. & ETHEL L.
 05906008700 SMITH, MONICA R.
 05906008800 MATTHEWS, ROBERT E.
 05911026100 ROBINSON, CARRIE M. & CHRISTOPHER
 05911026200 HAYES, MARGUERITE
 05911026300 ARMSTRONG, RALPH, JR.
 05911026400 LEE, TAMEKIA N.
 05911026500 SCIVALLY, BARBARA J. & RODNEY L.
 05911026600 BEAMON, SOPHIA K.
 05911026700 SHARP, GWENDOLYN J. TRUSTEE
 05911026800 SAWYERS, ARDREAL C.
 05911026900 KRANTZ, THOMAS & LINDA REVOCABLE LIVING TRUST ETAL
 05911027000 MAJORS, SARAH
 05911027100 JONES, WAYNE G. ET UX
 05911027200 HAYES, WILL O.
 05911027300 BAILEY, SHEENA
 05911027400 DANDRIDGE, ERICA NICOLE
 05911027500 LEWIS, DEBRA LYNN BROWN
 05911027600 PITTS, C. W. & FOSTER, C. W. ETAL
 05911027700 LATHAM, SHA TANYA
 05911027800 JOBE, PONCITA M.
 05911027900 LEE, GRACE E.
 05911028000 TAYLOR, ROBERT E.
 05911028100 HURT, SHERRELL J.
 05911028200 BOND, GLADYS S.
 05911028300 HANNAH, RICO L.
 05911028400 MANSON, JOHN RICHARD
 05911028500 RYANS, NANCY
 05911028600 MANSON, JOHN RICHARD
 05911028700 NGUYEN, VAN
 05910019500 SAMAYOA, CARLOS
 05910019600 MALONE, WILLIAM H. ET AL
 05910019700 WITHERSPOON. LATRESA RUTH LIVING TRUST
 05910019800 JOLLEY, MACK C. & TYRONE
 05910019900 COOK, MARVIN
 05910020000 PARKER, CHARLIE R., JR. ET UX
 05910020100 MCCLAIN, JAMES H. ETUX
 05910020200 HAMMOND, GLADYS A.
 05910020300 BAKER, TERESA JORDAN
 05910020400 BRISKEY, RHONDA R.
 05910020500 BOLDING, JONATHAN
 05910020600 SOUTHARDS, JOSHUA & BRYN
 05910020700 JOLLEY, ZOLA P., TRUSTEE
 05910020800 LEWIS, WANDA
 05910020900 TROUTMAN, ARVILLA T. & DENNIS
 05910021000 COVINGTON, SHARON E & HICKMAN D.
 05910021100 ROYSTER, JOHN T., SR.
 05910021200 PAYNE, BARRY ANTONIO
 05910021300 COOPER, TAMMY R.
 05910021400 NORTON, JIANA KAYLEE
 05910021500 WHITMORE, TRACEY
 05910021600 BROWN, MINNIE V.
 05910021700 TURNER, THOMAS H. ETUX
 05910021800 SIMMONS, TONYA ELAINE
 05910021900 SOSA, IVETTY MIRANDA
 05910022000 MOORE, NATALIE A.
 05910022100 MUSIC CITY FINANCIAL, LLC
 05910022200 DONALDSON, JOHN
 05910022300 TARPLEY, MATTHEW
 05910022400 BSFR I OWNER I LP
 05910022500 MATTHEWS, NATASHA D.

05910022600 PAYNE, CAROLYN
 05910022700 CHRISTIAN, TERRI L.
 05910022800 JOHNSON, JORDAN & DANIELLE F.
 05910022900 BARBEE, ANNIE M.
 05910023000 MOORE, BOBBIE A. & MOORE, JAMES W. JR.
 05910023100 ANTHONY, CHARLES J. & BRYON & KENNETH
 05910023200 PETERSEN, LOGEN CHRISTOPHER
 05910023300 HODGE, TERRI K. & SHORT, WILLIE F., III
 05910023400 COOK, MARVIN
 05910023500 PARKS, KYLE D. & KOURTNEY
 05910023600 MOMENT, IDA M.
 05910023700 3883 CROUCH DR TRUST
 05910023800 CNK, LLC
 05910023900 BOONE, LAZETTA M. M.
 05910024000 DANDRIDGE, MATTHEW, III & MELISSA A.
 05910024100 ETTER, LA DONNA M.
 05910024200 MCKIBBENS, KERRY A. SR.
 05910024300 GODWIN, CHESTER
 05910024400 COCCIA, NICHOLAS
 05910024500 METRO GOV'T WW WATER & SEWER
 05910024600 JOHNSON, MAGGIE T.
 05910024700 KNOTT, LATONYA D.
 05910024800 WILLIAMS, SAMANTHA L.
 05910024900 COOK, MARVIN
 05910025000 MARTIN, BARBARA & TIFFANY
 05910025100 BAY 2, LLC
 05910025200 WILLIAMS, RICHARD ANNETTE & CHARLES R, III.
 05910027500 GOOCH, ELIZABETH S.
 05910027600 BONNER, ANGELA
 05910027700 WASHINGTON, VENITA D.
 05910027800 OWENS, LYNN M.
 05910027900 ARVM 5, LLC
 05910028000 LASTER, RONTE
 05910028100 COOK, MARVIN
 05910028200 SMITH, ALLAN
 05910028300 MAY, THAHAL
 05910030300 HANSERD, LACRESHA M.
 05910030400 MCNEIL, CYNTHIA
 05910030500 BUTLER, MABEL K. & WRIGHT, YAWANDA R.
 05910030800 SHANNON, THOMAS L.
 05910030900 MAYS, NANCY J.
 05910031000 GREEN, SHENETTA A.& GREEN, MARCUS
 05910031100 SMALLING, ROBERT E. & DEBRA G.
 05910031200 MCELRATH, WILLIE T. ET UX
 05910031300 TAYLOR, RENEE D.
 05910031400 JACKSON, DEWAYNE G. ET UX
 05910031500 BURTON, BRANDON & DOMINIQUE S
 05910000900 HENRY, LAMONT & HUMPHREY-HENRY, CLAUDIA
 05914014900 BLAIR, RONALD

Substitute BL2023-1717 (2023COD-003-001)**Parcel Table**

Parcel ID	Property Address	City	State	Zip
05906002800	0 CROUCH DR	NASHVILLE	TN	37207
05906002900	3954 CROUCH DR	NASHVILLE	TN	37207
05906003000	3950 CROUCH DR	NASHVILLE	TN	37207
05906003100	701 TROY DR	NASHVILLE	TN	37207
05906003200	705 TROY DR	NASHVILLE	TN	37207
05906003300	709 TROY DR	NASHVILLE	TN	37207
05906003400	713 TROY DR	NASHVILLE	TN	37207
05906003500	717 TROY DR	NASHVILLE	TN	37207
05906003600	721 TROY DR	NASHVILLE	TN	37207
05906003700	725 TROY DR	NASHVILLE	TN	37207
05906003800	729 TROY DR	NASHVILLE	TN	37207
05906003900	733 TROY DR	NASHVILLE	TN	37207
05906004000	737 TROY DR	NASHVILLE	TN	37207
05906004100	808 GARRISON DR	NASHVILLE	TN	37207
05906004200	804 GARRISON DR	NASHVILLE	TN	37207
05906004300	732 TROY DR	NASHVILLE	TN	37207
05906004400	728 TROY DR	NASHVILLE	TN	37207
05906004500	724 TROY DR	NASHVILLE	TN	37207
05906004600	720 TROY DR	NASHVILLE	TN	37207
05906004700	716 TROY DR	NASHVILLE	TN	37207
05906004800	712 TROY DR	NASHVILLE	TN	37207
05906004900	708 TROY DR	NASHVILLE	TN	37207
05906005000	704 TROY DR	NASHVILLE	TN	37207
05906005100	700 TROY DR	NASHVILLE	TN	37207
05906005200	3938 CROUCH DR	NASHVILLE	TN	37207
05906005300	3963 CROUCH DR	NASHVILLE	TN	37207
05906005400	3967 CROUCH DR	NASHVILLE	TN	37207
05906005500	3971 CROUCH DR	NASHVILLE	TN	37207
05906005600	3975 CROUCH DR	NASHVILLE	TN	37207
05906005700	3979 CROUCH DR	NASHVILLE	TN	37207
05906005800	3983 CROUCH DR	NASHVILLE	TN	37207
05906005900	3987 CROUCH DR	NASHVILLE	TN	37207
05906006000	3991 CROUCH DR	NASHVILLE	TN	37207
05906006100	704 ROMAN DR	NASHVILLE	TN	37207
05906006200	708 ROMAN DR	NASHVILLE	TN	37207
05906006300	712 ROMAN DR	NASHVILLE	TN	37207
05906006400	716 ROMAN DR	NASHVILLE	TN	37207
05906006500	720 ROMAN DR	NASHVILLE	TN	37207
05906006600	724 ROMAN DR	NASHVILLE	TN	37207
05906006700	728 ROMAN DR	NASHVILLE	TN	37207
05906006800	732 ROMAN DR	NASHVILLE	TN	37207
05906006900	736 ROMAN DR	NASHVILLE	TN	37207
05906007000	813 GARRISON DR	NASHVILLE	TN	37207
05906007100	809 GARRISON DR	NASHVILLE	TN	37207
05906007200	812 GARRISON DR	NASHVILLE	TN	37207
05906007300	816 GARRISON DR	NASHVILLE	TN	37207
05906007400	820 GARRISON DR	NASHVILLE	TN	37207
05906007500	824 GARRISON DR	NASHVILLE	TN	37207
05906007600	828 GARRISON DR	NASHVILLE	TN	37207
05906007700	745 ROMAN DR	NASHVILLE	TN	37207
05906007800	741 ROMAN DR	NASHVILLE	TN	37207
05906007900	737 ROMAN DR	NASHVILLE	TN	37207
05906008000	733 ROMAN DR	NASHVILLE	TN	37207
05906008100	729 ROMAN DR	NASHVILLE	TN	37207
05906008200	725 ROMAN DR	NASHVILLE	TN	37207
05906008300	721 ROMAN DR	NASHVILLE	TN	37207
05906008400	717 ROMAN DR	NASHVILLE	TN	37207

05906008500	713 ROMAN DR	NASHVILLE	TN	37207
05906008600	709 ROMAN DR	NASHVILLE	TN	37207
05906008700	705 ROMAN DR	NASHVILLE	TN	37207
05906008800	701 ROMAN DR	NASHVILLE	TN	37207
05911026100	800 PAIGE CT	NASHVILLE	TN	37207
05911026200	804 PAIGE CT	NASHVILLE	TN	37207
05911026300	808 PAIGE CT	NASHVILLE	TN	37207
05911026400	812 PAIGE CT	NASHVILLE	TN	37207
05911026500	809 PAIGE CT	NASHVILLE	TN	37207
05911026600	805 PAIGE CT	NASHVILLE	TN	37207
05911026700	801 PAIGE CT	NASHVILLE	TN	37207
05911026800	700 PAIGE CIR	NASHVILLE	TN	37207
05911026900	704 PAIGE CIR	NASHVILLE	TN	37207
05911027000	708 PAIGE CIR	NASHVILLE	TN	37207
05911027100	712 PAIGE CIR	NASHVILLE	TN	37207
05911027200	716 PAIGE CIR	NASHVILLE	TN	37207
05911027300	724 PAIGE CIR	NASHVILLE	TN	37207
05911027400	728 PAIGE CIR	NASHVILLE	TN	37207
05911027500	732 PAIGE CIR	NASHVILLE	TN	37207
05911027600	736 PAIGE CIR	NASHVILLE	TN	37207
05911027700	733 PAIGE CIR	NASHVILLE	TN	37207
05911027800	729 PAIGE CIR	NASHVILLE	TN	37207
05911027900	725 PAIGE CIR	NASHVILLE	TN	37207
05911028000	721 PAIGE CIR	NASHVILLE	TN	37207
05911028100	717 PAIGE CIR	NASHVILLE	TN	37207
05911028200	713 PAIGE CIR	NASHVILLE	TN	37207
05911028300	709 PAIGE CIR	NASHVILLE	TN	37207
05911028400	705 PAIGE CIR	NASHVILLE	TN	37207
05911028500	701 PAIGE CIR	NASHVILLE	TN	37207
05911028600	703 PAIGE CIR	NASHVILLE	TN	37207
05911028700	707 PAIGE CIR	NASHVILLE	TN	37207
05910019500	3850 CROUCH DR	NASHVILLE	TN	37207
05910019600	3854 CROUCH DR	NASHVILLE	TN	37207
05910019700	3858 CROUCH DR	NASHVILLE	TN	37207
05910019800	3862 CROUCH DR	NASHVILLE	TN	37207
05910019900	3866 CROUCH DR	NASHVILLE	TN	37207
05910020000	3870 CROUCH DR	NASHVILLE	TN	37207
05910020100	704 GARRISON DR	NASHVILLE	TN	37207
05910020200	3874 CROUCH DR	NASHVILLE	TN	37207
05910020300	3878 CROUCH DR	NASHVILLE	TN	37207
05910020400	3882 CROUCH DR	NASHVILLE	TN	37207
05910020500	3886 CROUCH DR	NASHVILLE	TN	37207
05910020600	3890 CROUCH DR	NASHVILLE	TN	37207
05910020700	3894 CROUCH DR	NASHVILLE	TN	37207
05910020800	3898 CROUCH DR	NASHVILLE	TN	37207
05910020900	3902 CROUCH DR	NASHVILLE	TN	37207
05910021000	3906 CROUCH DR	NASHVILLE	TN	37207
05910021100	3910 CROUCH DR	NASHVILLE	TN	37207
05910021200	3914 CROUCH DR	NASHVILLE	TN	37207
05910021300	3918 CROUCH DR	NASHVILLE	TN	37207
05910021400	3922 CROUCH DR	NASHVILLE	TN	37207
05910021500	3926 CROUCH DR	NASHVILLE	TN	37207
05910021600	3930 CROUCH DR	NASHVILLE	TN	37207
05910021700	3934 CROUCH DR	NASHVILLE	TN	37207
05910021800	3959 CROUCH DR	NASHVILLE	TN	37207
05910021900	3955 CROUCH DR	NASHVILLE	TN	37207
05910022000	3951 CROUCH DR	NASHVILLE	TN	37207
05910022100	3947 CROUCH DR	NASHVILLE	TN	37207
05910022200	3943 CROUCH DR	NASHVILLE	TN	37207
05910022300	3939 CROUCH DR	NASHVILLE	TN	37207
05910022400	3935 CROUCH DR	NASHVILLE	TN	37207
05910022500	3931 CROUCH DR	NASHVILLE	TN	37207

05910022600	3927 A CROUCH DR	NASHVILLE	TN	37207
05910022700	3923 CROUCH DR	NASHVILLE	TN	37207
05910022800	3919 CROUCH DR	NASHVILLE	TN	37207
05910022900	3915 CROUCH DR	NASHVILLE	TN	37207
05910023000	3911 CROUCH DR	NASHVILLE	TN	37207
05910023100	3907 CROUCH DR	NASHVILLE	TN	37207
05910023200	3903 CROUCH DR	NASHVILLE	TN	37207
05910023300	3899 CROUCH DR	NASHVILLE	TN	37207
05910023400	3895 CROUCH DR	NASHVILLE	TN	37207
05910023500	3891 CROUCH DR	NASHVILLE	TN	37207
05910023600	3887 CROUCH DR	NASHVILLE	TN	37207
05910023700	3883 CROUCH DR	NASHVILLE	TN	37207
05910023800	3879 CROUCH DR	NASHVILLE	TN	37207
05910023900	3875 CROUCH DR	NASHVILLE	TN	37207
05910024000	3871 CROUCH DR	NASHVILLE	TN	37207
05910024100	3867 CROUCH DR	NASHVILLE	TN	37207
05910024200	3863 CROUCH DR	NASHVILLE	TN	37207
05910024300	3859 CROUCH DR	NASHVILLE	TN	37207
05910024400	3855 CROUCH DR	NASHVILLE	TN	37207
05910024500	3851 CROUCH DR	NASHVILLE	TN	37207
05910024600	0 CROUCH DR	NASHVILLE	TN	37207
05910024700	800 GARRISON DR	NASHVILLE	TN	37207
05910024800	704 ERIC DR	NASHVILLE	TN	37207
05910024900	708 ERIC DR	NASHVILLE	TN	37207
05910025000	713 ERIC DR	NASHVILLE	TN	37207
05910025100	709 ERIC DR	NASHVILLE	TN	37207
05910025200	705 ERIC DR	NASHVILLE	TN	37207
05910027500	752 GARRISON DR	NASHVILLE	TN	37207
05910027600	756 GARRISON DR	NASHVILLE	TN	37207
05910027700	760 GARRISON DR	NASHVILLE	TN	37207
05910027800	764 GARRISON DR	NASHVILLE	TN	37207
05910027900	768 GARRISON DR	NASHVILLE	TN	37207
05910028000	772 GARRISON DR	NASHVILLE	TN	37207
05910028100	776 GARRISON DR	NASHVILLE	TN	37207
05910028200	780 GARRISON DR	NASHVILLE	TN	37207
05910028300	784 GARRISON DR	NASHVILLE	TN	37207
05910030300	705 GARRISON DR	NASHVILLE	TN	37207
05910030400	708 GARRISON DR	NASHVILLE	TN	37207
05910030500	712 GARRISON DR	NASHVILLE	TN	37207
05910030800	717 GARRISON DR	NASHVILLE	TN	37207
05910030900	713 GARRISON DR	NASHVILLE	TN	37207
05910031000	709 GARRISON DR	NASHVILLE	TN	37207
05910031100	716 GARRISON DR	NASHVILLE	TN	37207
05910031200	720 GARRISON DR	NASHVILLE	TN	37207
05910031300	724 GARRISON DR	NASHVILLE	TN	37207
05910031400	728 GARRISON DR	NASHVILLE	TN	37207
05910031500	732 GARRISON DR	NASHVILLE	TN	37207
05910000900	3846 CROUCH DR	NASHVILLE	TN	37207
05914014900	3847 CROUCH DR	NASHVILLE	TN	37207

SUBSTITUTE ORDINANCE NO. BL2023-1780

An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by changing from RS10 to ~~R40~~ SP zoning for property located at 2619 Old Buena Vista Road, approximately 300 feet northwest of Day Street (0.41 acres), all of which is described herein (Proposal No. 2023Z-004PR-001).

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

Section 1. That Title 17 of the Code of Laws of The Metropolitan Government of Nashville and Davidson County, is hereby amended by changing the Official Zoning Map for Metropolitan Nashville and Davidson County, which is made a part of Title 17 by reference, as follows:

By changing from RS10 to ~~R40~~ SP zoning for property located at 2619 Old Buena Vista Road, approximately 300 feet northwest of Day Street (0.41 acres), being Property Parcel No. 001.04 as designated on Map 070-07 of the Official Property Identification Maps of The Metropolitan Government of Nashville and Davidson County, all of which is described by lines, words and figures on the attached sketch, which is attached to and made a part of this ordinance as though copied herein.

Section 2. Be it further enacted, that the Metropolitan Clerk is hereby authorized and directed, upon the enactment and approval of this ordinance, to cause the change to be made on Map 070 of said Official Zoning Map for Metropolitan Nashville and Davidson County, as set out in Section 1 of this ordinance, and to make notation thereon of reference to the date of passage and approval of this amendatory ordinance.

Section 3. Be it further enacted, that the uses of this SP shall be limited to 1 single family or 1 two-family residential use and the short term rental property – owner occupied use. The short term rental property – not owner occupied use shall be prohibited.

Section ~~3~~4. Be it further enacted, that the following conditions shall be completed, bonded or satisfied as specifically required:

1. Prior to the issuance of building permits, right-of-way for the future collector street required to meet the Public Works standards shall be dedicated.
2. The maximum building height shall be 2 stories.
3. Subdivision of any parcel within the boundaries of this SP shall be prohibited.
4. The requirements of the Metro Fire Marshal's Office for emergency vehicle access and adequate water supply for fire protection must be met prior to the issuance of any building permits.
5. Comply with all conditions and requirements of Metro reviewing agencies.

Section 5. Be it further enacted, a corrected copy of the preliminary SP plan incorporating the conditions of approval by Metro Council shall be provided to the Planning Department prior to or with final site plan application.

Section 6. Be it further enacted, minor modifications to the preliminary SP plan may be approved

by the Planning Commission or its designee based upon final architectural, engineering or site design and actual site conditions. All modifications shall be consistent with the principles and further the objectives of the approved plan. Modifications shall not be permitted, except through an ordinance approved by Metro Council that increase the permitted density or floor area, add uses not otherwise permitted, eliminate specific conditions or requirements contained in the plan as adopted through this enacting ordinance, or add vehicular access points not currently present or approved.

Section 7. Be it further enacted, if a development standard, not including permitted uses, is absent from the SP plan and/or Council approval, the property shall be subject to the standards, regulations and requirements of the R10 zoning district as of the date of the applicable request or application. Uses are limited as described in the Council ordinance.

Section 4-8. The Metropolitan Clerk is directed to publish a notice announcing such change in a newspaper of general circulation within five days following final passage.

Section 5-9. This Ordinance shall take effect upon publication of above said notice announcing such change in a newspaper of general circulation, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

INTRODUCED BY:

Kyontzé Toombs
Member of Council

2023Z-004PR-001
Map 070-07, Parcel(s) 001
Subarea 03, Bordeaux – Whites Creek – Haynes Trinity
District 02 (Kyonzté Toombs)
Application fee paid by: Reginald C Holder

A request to rezone from RS10 to R10 SP zoning for property located at 2619 Old Buena Vista Road, approximately 300 feet northwest of Day Street (0.41 acres), requested by Reginald Holder, applicant; Reginald Holder & Cassandra Christiansen, ETAL, owners.

