



Metropolitan Council

**PROPOSED AMENDMENTS PACKET
FOR THE COUNCIL MEETING OF
TUESDAY, AUGUST 15, 2023**

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Mr. President-

I move to amend the 2019-2023 Metropolitan Council Rules of Procedure by amending Rule 28 as shown below:

Substitute Rule

28. Public addressing Council

The public shall be provided an opportunity to address the Council ~~regarding matters that are germane to items on the agenda~~ during a public comment period at the beginning of each regular and special meeting of the Council and of a Council committee. ~~Individuals will be required to provide notice of the desire to participate in the public comment period to the Council Office no later than the Thursday before the meeting.~~ The public comment period for regular and special meetings of the Council shall be limited to twenty (20) minutes. The public comment period for regular and special meetings of Council Committees shall be limited to eight (8) minutes. Individuals shall be allowed to speak for up to two (2) minutes each. Public comment periods will not be held for any meeting where there are no actionable items on the agenda ~~The Council Office shall make policies and procedures necessary to facilitate the public comment period, including access to language interpretation and other related accessibility needs.~~

During all other public hearings, individuals shall be allowed to speak for up to two (2) minutes regarding each matter.

Members of the public may address the Council in a public hearing format regarding a specific resolution or ordinance, when a public hearing is not otherwise required by law, if the Council approves a Council member's motion by a two-thirds (2/3) vote of the Council members present at such meeting to allow members of the public to address the Council. Such motion shall specify the subsequent meeting at which the public hearing is to take place.

For regular and special meetings of the Council, ~~the~~ Clerk shall keep time in accordance with this rule. For regular and special meetings of Council committees, the Chair shall designate a member of the committee to keep time in accordance with this rule.

SPONSORED BY:

Dave Rosenberg
Member of Council

AMENDMENT NO. ____
TO
RESOLUTION NO. RS2023-2342

Mr. President –

I hereby move to amend Resolution No. RS2023-2342 as follows:

I. By adding the following after the tenth recital clause:

WHEREAS, upon adoption of this Resolution, eventual funding of license plate reader technology for the Metropolitan Nashville Police Department -- either through appropriations from the general fund reserve fund (four percent fund), grants funding, or other allocations -- will require legislative approval of the Metropolitan Council. See, e.g., section 5.04.015 of the Metropolitan Code of Laws; and

WHEREAS, prior to entering into any vendor contract or agreement with a private entity to acquire, share or otherwise use license plate reader technology or the information it provides, additional approval of the Metropolitan Council is required, in the form of a resolution adopted after a public hearing, pursuant to section 13.08.080.C(2) of the Metropolitan Code of Laws; and

WHEREAS, the Division of Purchases in the Metropolitan Finance Department will oversee the issuance of vendor contracts for the acquisition and use of LPR technology. Upon approval of full implementation by the Metropolitan Council, the Division of Purchases' vendor contracts for LPR technology – each requiring approval of the Metropolitan Council -- will include provisions which require:

- (1) full compliance with federal, state, and local laws, rules, and regulations, including the Metropolitan Code of Laws and policies of the Metropolitan Nashville Police Department, including the LPR technology deployment policy and the usage and privacy policy; and
- (2) a contract termination provision effectuating contract suspension or termination in the event of non-compliance with the Metropolitan Code of Laws or the policies of the Metropolitan Nashville Police Department, or upon confirmation of data breach or unintended disclosure of LPR data obtained through the contract; and
- (3) sufficient contract language to ensure risk of data breach of LPR data is reduced to an acceptable level; and

WHEREAS, the Metropolitan Nashville Police Department has formally declared that its LPR technology deployment policies shall require consultation with citizens who comprise Precinct Community Advisory Groups prior to the deployment of fixed LPR devices in new locations, in order to address community concerns regarding equitable distribution of LPR cameras across socio-economic, ethnic, and income levels within the north, south, east, and west quadrants of Davison County.

INTRODUCED BY:

Jeff Syracuse

Burkley Allen

Members of Council

AMENDMENT NO. ____
TO
RESOLUTION NO.
RS2023-2369

Mr. President,

I move to amend Resolution No. BL2023-2369, as follows:

I. By amending Sections 1 and 2 as follows:

Section 1. There is hereby appropriated \$19,500,000 from Fund No. 30216 to fund a grant to the Community Foundation of Middle Tennessee for the purpose of creating the Housing Catalyst Fund to support the creation and preservation of affordable and workforce housing in Davidson County, as further described in Exhibit 1 to the grant contract, attached hereto.

Section 2. The Metropolitan Government is hereby authorized to enter into a the grant contract with the Community Foundation of Middle Tennessee ~~in substantially similar form as attached hereto Exhibit 2, for the amount provided herein as attached to this resolution.~~

II. That Exhibit 1 and Exhibit 2 to the resolution is deleted and replaced with the grant contract attached to this Resolution.

SPONSORED BY:

Nancy VanReece
Member of Council

**GRANT CONTRACT
BETWEEN THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE
AND
THE COMMUNITY FOUNDATION OF MIDDLE TENNESSEE**

This Grant Contract issued and entered into by and between the Metropolitan Government of Nashville and Davidson County, a municipal corporation of the State of Tennessee hereinafter referred to as "Metro", and The Community Foundation of Middle Tennessee, hereinafter referred to as the "Recipient," is for the provision of the creation of an affordable and workforce housing creation and preservation revolving fund (the "Project") 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 establish and provide for the administration of the Housing Catalyst Fund to support the creation and preservation of affordable and workforce housing by providing low-cost capital as loans in a timely manner for development in Metropolitan Nashville. The purpose of the funds is to ensure that Nashville residents have access to increased housing choice and housing security by preserving existing housing developments and developing new affordable housing. Exhibit 1 is incorporated herein and describes the programmatic structure by which this goal will be pursued.
- A.2. The Recipient must spend or obligate these funds consistent with the Grant Budget, set forth in Exhibit 1. The Recipient must collect data in a form requested by the Metro Housing Division to evaluate the effectiveness of their services and will provide this data to the Metro Housing Division pursuant to BL2023-1742 as amended.

B. GRANT CONTRACT TERM:

- B.1. Grant Contract Term. The term of this Grant shall be from execution of the Grant Contract until Project Completion (establishment and operation of the Catalyst Housing Fund), but in no way greater than 24 months from the execution of the grant agreement. Metro shall have no obligation for services rendered by the Recipient which are not performed within this term. Pursuant to Metropolitan Code of Laws § 2.149.040 (G), in the event the Recipient fails to complete its obligations under this Grant Contract within 24 months from execution, Metro is authorized to rescind the contract and to reclaim previously appropriated funds from the organization.
- B.2. Extended Compliance Period. Notwithstanding the above, Recipient shall be responsible for continuing to comply with all the provisions of this Grant Contract, for as long as Recipient continues to operate a lending fund consistent with the Scope of Program. Should Recipient complete its obligations under this Grant Contract and wish to discontinue operation of this program, Recipient will provide at least 90 days written notice to Metro and will transfer any remaining Grant Funds to a new recipient designated by Metro.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of Metro under this Grant Contract exceed \$19,500,000 Dollars. The Grant Budget, attached and incorporated herein as part of Exhibit 1, shall constitute the maximum amount to be provided to the Recipient by Metro for all of the Recipient's obligations hereunder. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Recipient.

This amount shall constitute the Grant Amount and the entire payment to be provided to the Recipient by Metro.

- C.2. Compensation Firm. The maximum liability of Metro is not subject to escalation for any reason. The Grant Budget amount is firm for the duration of the Grant Contract and is not subject to escalation for any reason unless the Grant Contract is amended.
- C.3. Payment Methodology. The Recipient shall be paid based upon the Grant Budget, not to exceed the maximum liability established in Section C.1. Upon execution of the Grant Contract, Recipient may send an invoice to Metro to receive the payment.

All invoices shall be sent to:

Planning Department – Housing Division
Attn: Grant Administrator
800 2nd Avenue South
Nashville, TN 37210
(615) 862-7190

Said payment shall not exceed the maximum liability of this Grant Contract.

Final invoices for the contract period should be received by Metro Payment Services by 24 months from the execution of the grant agreement. Any invoice not received by the deadline date will not be processed and all remaining grant funds will expire.

- C.4. Payment of Invoice. The payment of any invoice by Metro shall not prejudice Metro's right to object to the invoice or any matter in relation thereto. Such payment by Metro shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the costs included therein.
- C.5. Unallowable Costs. The Recipient's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by Metro, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.6. Deductions. Metro reserves the right to adjust any amounts which are or shall become due and payable to the Recipient by Metro under this or any Contract by deducting any amounts which are or shall become due and payable to Metro by the Recipient under this or any Contract.
- C.7. Electronic Payment. Metro requires as a condition of this contract that the Recipient shall complete and sign Metro's form authorizing electronic payments to the Recipient. Recipients who have not already submitted the form to Metro will have thirty (30) days to complete, sign, and return the form. Thereafter, all payments to the Recipient, under this or any other contract the Recipient has with Metro, must be made electronically.
- 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, if required, by appropriate legislation of the Metropolitan Council.
 - D.3. Default and Termination for Cause. Any failure by Recipient to perform any term or provision of this Grant Contract shall constitute a "Default" (1) if such failure is curable within 30 days and Recipient does not cure such failure within 30 days following written notice of default from Metro, or (2) if such failure is not of a nature which cannot reasonably be cured within such 30-day period and Recipient does not within such 30-day period commence substantial efforts to cure such failure or thereafter does not within a reasonable time prosecute to completion with diligence and

continuity the curing of such failure or (3) Recipient defaults on material financial obligations to other parties which are related to the Project as defined in section D.29 (Cross Default) of this Grant Contract; impairs the operation of the Catalyst Housing Fund; and is not otherwise in a Stand Still Agreement with said other parties.

Should the Recipient Default under this Grant Contract or if the Recipient violates any terms of this Grant Contract, Metro shall have the right to immediately terminate the Grant Contract and the Recipient shall return to Metro any and all grant monies for services or projects under the grant not performed as of the termination date. The Recipient shall also return to Metro any and all funds expended for purposes contrary to the terms of the Grant, with the exception of funds obligated to loan commitments that a) comply with the Scope of Program and b) were made prior to the Default. Such termination shall not relieve the Recipient of any liability to Metro for damages sustained by virtue of any breach by the Recipient.

- D.4. Subcontracting. Except as set forth on Exhibit 1, the Recipient shall not enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of Metro. Notwithstanding any use of approved subcontractors, the Recipient shall be considered the prime Recipient and shall be responsible for all work performed.
- D.5. Conflicts of Interest. The Recipient warrants that no part of the total Grant Amount shall be paid directly or indirectly to an employee or official of Metro as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Recipient in connection with any work contemplated or performed relative to this Grant Contract.
- D.6. Nondiscrimination. The Recipient hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Recipient on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification which is in violation of applicable laws. The Recipient shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination. Nothing in this provision shall prevent Recipient from operating a Special Purpose Credit Program, as defined by the Equal Credit Opportunity Act.
- D.7. Records. All documents relating in any manner whatsoever to the Project, or any designated portion thereof, which are in the possession of Recipient, or any subcontractor of Recipient shall be made available to the Metropolitan Government for inspection and copying upon written request by the Metropolitan Government. Furthermore, said documents shall be made available, upon request by the Metropolitan Government, to any state, federal or other regulatory authority and any such authority may review, inspect and copy such records. Said records include, but are not limited to, all drawings, plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos or other writings or things which document the Project, its design and its construction. Said records expressly include those documents reflecting the cost of construction, including all subcontracts and payroll records of Recipient.

Recipient shall maintain documentation for all funds provided under this Grant Contract. The books, records, and documents of Recipient, insofar as they relate to funds provided under this Grant Contract, shall be maintained for a period of three (3) full years from the date of the final payment, or the Recipient's adopted Document Retention Policy, whichever is later. The books, records, and documents of Recipient, insofar as they relate to funds provided under this Grant Contract, shall be subject to audit at any reasonable time and upon reasonable notice by Metro or its duly appointed representatives. Records shall be maintained in accordance with the standards outlined in the Metro Grants Manual. The financial statements shall be prepared in accordance with generally accepted accounting principles.

- D.8. Monitoring. The Recipient's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by Metro or Metro's duly appointed representatives. The Recipient shall make all audit, accounting, or financial records, notes, and

other documents pertinent to this grant available for review by the Metropolitan Office of Financial Accountability, Internal Audit or Metro's representatives, upon request, during normal working hours.

- D.9. Reporting. The Recipient must submit periodic updates ("Interim Program Report"), to be received by Metro's Planning Department on a quarterly basis for 24 months following the execution of this contract. A Final Program Report shall be submitted within 45 days of the end of the Grant Contract. Said report shall be in form and substance acceptable to Metro and shall be prepared by a Certified Public Accounting Firm or the Chief Financial Officer of the Recipient Organization. Thereafter, an Annual Program Report is due within 120 days of the end of the Recipient's fiscal year. Said reports shall detail the outcome of the activities funded under this Grant Contract as described in Exhibit 1.
- D.10. Strict Performance. Failure by Metro to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment by the appropriate parties as indicated on the signature page of this Grant, or as otherwise specified within this Grant Contract and its incorporated documents.
- D.11. Insurance. The Recipient shall maintain adequate public liability and other appropriate forms of insurance, including other appropriate forms of insurance on the Recipient's employees, and to pay all applicable taxes incident to this Grant Contract.
- D.12. Metro Liability. Metro shall have no liability except as specifically provided in this Grant Contract.
- D. 13. Independent Contractor. Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the Recipient and Metro or to create the relationship of principal and agent between or among the Recipient and Metro. The Recipient shall not hold itself out in a manner contrary to the terms of this paragraph. Metro shall not become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.
- D. 14. Indemnification and Hold Harmless.
- (a) Recipient shall indemnify, defend, and hold harmless Metro, its officers, agents and employees from any claims, damages, penalties, costs and attorney fees for injuries or damages arising, in part or in whole, from the grossly negligent or intentional acts or omissions of Recipient, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract, and any claims, damages, penalties, costs and attorney fees arising from any failure of Recipient, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
 - (b) Metro will not indemnify, defend or hold harmless in any fashion the Recipient from any claims, regardless of any language in any attachment or other document that the Recipient may provide.
 - (c) Recipient shall pay Metro any expenses incurred as a result of Recipient's failure to fulfill any obligation in a professional and timely manner under this Contract.
 - (d) Grantee's duties under this section shall survive the termination or expiration of the grant.
- D.15. Force Majeure. The obligations of the parties to this Grant Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.
- D.16. State, Local and Federal Compliance. The Recipient agrees to comply with all applicable federal, state and local laws and regulations in the performance of this Grant Contract.

- D.17. Governing Law and Venue. The validity, construction and effect of this Grant Contract and any and all extensions and/or modifications thereof shall be governed by and construed in accordance with the laws of the State of Tennessee. The venue for legal action concerning this Grant Contract shall be in the courts of Davidson County, Tennessee.
- D.19. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D. 20. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D. 21 Licensure. The Recipient and its employees and all sub-grantees shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses. Recipient will obtain all permits, licenses, and permissions necessary for the grant project.
- D. 22. Waiver. No waiver of any provision of this contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
- D. 23. Inspection. The Recipient agrees to permit inspection of the Project and/or services provided for herein, without any charge, by members of the Grantor and its representatives.
- D. 24. Assignment—Consent Required. The provisions of this contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Recipient under this contract, neither this contract nor any of the rights and obligations of Recipient hereunder shall be assigned or transferred in whole or in part without the prior written consent of the Metro Grant Administrator. Any such assignment or transfer shall not release Recipient from its obligations hereunder. Notice of assignment of any rights to money due to Recipient under this Contract must be sent to the attention of the Metro Department of Finance.
- D.25. Gratuities and Kickbacks. It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparations of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from participation in Metropolitan Government contracts.
- D.26. Communications and Contacts. All instructions, notices, consents, demands, or other communications from the Recipient required or contemplated by this Grant Contract shall be in writing and shall be made by facsimile transmission, email, or by first class mail, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

Metro:

For contract-related matters and enquiries regarding invoices:

Planning Department – Housing Division

Attn: Grant Administrator

800 2nd Avenue South

Nashville, TN 37210

(615) 862-7190

Recipient:

The Community Foundation of Middle Tennessee

3421 Belmont Boulevard

Nashville, TN 37215

(615)321-4939

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

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Recipient shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all subcontractors of federally appropriated funds shall certify and disclose accordingly.

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

D.29 Cross Default. Any material default on financial obligations to other parties for purposes which are related to the Project shall constitute a "Cross Default." In such event, Metro may, at its sole option, agree to a "Standstill Agreement" with said other parties for the mutual benefit of continuing the Project and allowing sufficient time to resolve the conditions that caused the Cross Default.

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THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON
COUNTY:

APPROVED AS TO PROGRAM SCOPE:

Lucy A. Kempf

Lucy Kempf, Director
Planning Department

APPROVED AS TO AVAILABILITY OF
FUNDS:

Kelly Flannery

Kelly Flannery, Director
Department of Finance

APPROVED AS TO FORM AND
LEGALITY:

Tara Ladd

Assistant Metropolitan Attorney

APPROVED AS TO RISK AND
INSURANCE:

Director of Risk Management Services

APPROVED BY METROPOLITAN
GOVERNMENT OF NASHVILLE AND
DAVIDSON COUNTY:

Metropolitan Clerk

RECIPIENT:

COMMUNITY FOUNDATION OF MIDDLE
TENNESSEE

Hal M. Cato

Hal Cato, CEO
The Community Foundation of Middle TN

Sworn to and subscribed to before me a
Notary Public, this 1st day
of August, 2023.

Notary Public

Cynthia D. Copeland
My Commission expires 07/06/2028



Exhibit 1
Nashville Housing Catalyst Fund
And Grant Budget

Program Overview

The Housing Catalyst Fund is a loan fund dedicated to the creation and preservation of affordable and workforce housing in Davidson County. The Fund will enable mission developers to be more competitive in the race to preserve existing regulated and unregulated affordable housing and to accelerate the creation of high-impact affordable housing. The Fund is being launched with an allocation of American Rescue Plan dollars that Council approved in December 2021.

Key Characteristics

- This Fund is housed outside of Metro in partnership with the Community Foundation of Middle Tennessee. This serves two purposes. First, it allows for more responsiveness and shorter transaction times to respond to market availability and key opportunities. Second, partnering with the Community Foundation provides an opportunity for the Fund to attract philanthropic funds, including program-related investments.
- The Fund will make loans to affordable housing projects, not grants. The loans will be repaid, allowing for the Fund to revolve Metro's capital to other affordable housing projects. This will also generate income for the Fund, which will be a crucial aspect of the sustainability strategy for the Fund. The need for income will be balanced against the intent to provide capital for affordable housing projects at terms not otherwise available in the market.
- Metro will continue to be involved in the operation of the Fund through appointment of a member of the Investment Committee, regular reporting, and review of the Impact Strategy document on an annual basis.

Eligible Borrowers:

Mission aligned developers

Eligible Projects:

- Projects that display a plan to create or preserve affordable or workforce housing
- Rehabilitation and New Construction projects will be eligible.
- Projects that are located within Nashville - Davidson County.

Fund Management

Fund management will be provided by a team that includes Forsyth Street Asset Management, a Registered Investment Advisor who will serve as Fund Manager, as well as Pillars Development and Nelson Community Partners who will provide additional support. This team was selected on a competitive basis through a Metro Procurement process in early 2023. The Fund Manager along with its team members, will provide origination, underwriting, closing, and management of loans among other key functions. The Fund Manager will coordinate the investment committee, a committee comprised of five to six individuals with experience in housing transaction deal structuring and credit review and the availability for quick turnaround meetings to facilitate timely review. The Fund Manager or its designated affiliate will be engaged by Recipient under a contract for a period of not less than two years. This contract will designate the Fund Manager to operate with the standard of care as a fiduciary as defined under the Investment Advisers Act of 1940.

Affordability Requirements

Affordability will be balanced against Metro's housing goals while balancing the need for long term fund sustainability. Where possible, the Fund will use increased income generated on higher AMI-projects to offer lower rates for low-AMI projects or emerging borrowers. Pricing will be reflective of the applicants proposed affordability levels. Affordability restrictions will be enforced with a deed restriction ("Declaration of Restrictive Covenants") which will be recorded with the Davidson County Register of

Deeds. Because not all borrowers will have an affordability restriction in place when the Fund begins lending (e.g., at acquisition of an unrestricted low-income housing development), there must be at least a reasonable path to achieve an affordability restriction as a result of the Fund's loan.

Impact Strategy

The Fund will adopt an Impact Strategy that provides further details on the Fund's project selection criteria with an overall goal of aligning the Fund's goals of maximizing affordable housing impact, Metro's housing strategies, credit standards, and operating a self-sustaining Fund. The Investment Committee will use this document, along with a Loan Manual, to guide its review and approval of loans.

This document will be updated annually, within 90 days of the end of the Fund's fiscal year, based on Metro's needs and market conditions. The updated document will be subject to written approval by the Metro Grant Administrator. During the drafting and Grant Administrator review process, the Fund will continue to use the previously approved Impact Strategy to guide its lending decisions and program in the interim, until the updated Impact Strategy document is approved. Should the Metro Grant Administrator neither approve nor reject for amendment the Impact Strategy within 60 days of receipt, the Impact Strategy will be deemed approved.

Should a potential loan not comply with the Impact Strategy, the Metro Grant Administrator may, in writing, waive specific provisions of the Impact Strategy provided that the project to be funded by the loan is in furtherance of the overall goals of the Fund as articulated in this document.

Program Reports

The Recipient must submit program reports as described in Sec. C.4 and D.9 of the Grant Agreement.

These reports should include:

- An initial presentation to Metro Council no less than six months after the execution of the grant resolution that includes updates on the following items: i) loan manual describing credit

standards and operating procedures of the Fund, ii) investment committee member profiles, iii) an Impact Strategy document, Annual Budget, a Reserve Investment Strategy, and the final legal structure of Fund entity,

- For the first 24 months, “Interim Program Reports” describing program and loan activity updates and any other information required by Sec. D.9 on a quarterly basis for an expenditure report for the grant in a form and substance acceptable to Metro;
- A Final Program Report within 45 days of the end of the Grant Contract Term.

Thereafter, during the Extended Compliance Period, Annual Program Reports will be submitted per Sec. D.9 and will include:

- Audited financial statements of the Recipient that provide sufficient detail on the Fund’s financial status, or of the subsidiary that operates as the Fund.
 - For Interim Program Reports, unaudited quarterly financial statements may be substituted;
- Financial and impact details on the Fund’s loan portfolio and impact details on the individual loans; and
- Other impact reporting as detailed in the Impact Strategy.

In addition, the Recipient will provide the Grant Administrator with an adopted Annual Budget for the Fund not less than 15 days prior to the start of Recipient’s fiscal year.

Grant Budget

\$20,000,000 total project cost

- \$250,000 allocated for initial planning per Contract with Forsyth Street Advisors

- \$250,000 allocated for setting up Fund and reimbursement of closing costs per Contract with Forsyth Street Advisors
- \$19,500,000 for Recipient, restricted to the following uses:
 - Primary lending capital to be deployed as loans or other investments in conformance with the Grant Contract.
 - Credit enhancement of other investors in Fund to facilitate borrowing capital to be deployed as loans in conformance with the Grant Contract.
 - Reserve investments under a Reserve Investment Strategy adopted by the Recipient designed to protect principal while maintaining sufficient liquidity to operate the Fund.
 - Administrative costs of operating Fund that are not able to be covered by program income. In no case shall administrative costs paid for from grant funds exceed 7.5% of remaining grant funds held by Recipient, unless otherwise approved by Grant Administrator.

Until such time as Recipient adopts an investment policy for the Housing Catalyst Fund, Recipient shall be permitted to invest grant funds in accordance with the Metropolitan Government’s Investment Policy, including investing funds as follows: government money market funds, investments backed by the full faith and credit of the U.S. Government, demand deposit accounts and certificates of deposit with a bank that are fully insured by the FDIC or NCUA, and commercial paper rated at least A-1, P-1, or F1 by at least two ratings agencies.

Grant Administrator

Upon execution of the Grant Agreement, the Grant Administrator will be the Director of the Housing Division of the Planning Department, or such person as otherwise designated by the Mayor in written communication to the Recipient.

The Grant Administrator's affirmative approval is required for Recipient to separate from its Fund Manager and/or change Fund Managers. Recipient must give Grant Administrator 90 days notice of their intent to do so.

Extended Compliance Period

All of the provisions in Exhibit 2 shall be in effect for the Extended Compliance Period as defined in Sec B.2 of the Grant Agreement.

AMENDMENT NO. _____

TO

RESOLUTION NO. RS2023-2381

Mr. President:

I hereby move to amend Resolution No. RS2023-2381 by amending the fourth recital as follows:

WHEREAS, the CSXT construction estimate is ~~\$633,595.00~~ \$687,316.00, of which the total cost is to be funded by the Metropolitan Government of Nashville and Davidson County; and,

SPONSORED BY:

Thom Druffel
Member of Council

RESOLUTION NO. _____

A resolution authorizing Nashville Urban Venture, LLC to construct and install an aerial encroachment at 607 Overton Street. (Proposal No. 2023M-004EN-001.)

WHEREAS, Nashville Urban Venture, LLC, plans to construct, install and maintain an aerial encroachment, under Proposal No. 2023M-004EN-001, at 607 Overton Street; and,

WHEREAS, Proposal No. 2023M-004EN-001 is comprised of four 17 square foot window awnings and six light fixtures, encroaching the public right-of-way on property located at 607 Overton Street; and,

WHEREAS, Nashville Urban Venture, LLC, has agreed to indemnify and hold the Metropolitan Government of Nashville and Davidson County harmless of any and all claims for damages of every nature and kind resulting from or arising from the installation of said aerial encroachment, as set forth in the License Agreement for Private Encroachments Into the Public Right of Way, attached hereto a "Exhibit A", and incorporated by reference herein; and,

WHEREAS, Metropolitan Code of Laws §13.16.030(A) allows the Council of the Metropolitan Government of Nashville and Davidson County to grant encroachments, permits, or privileges to construct, maintain and/or operate aerial cables, canopies, etc., over and/or across sidewalks and public rights-of-way by resolution adopted by twenty-one (21) affirmative votes.

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

Section 1. That subject to the requirements, limitations and conditions contained herein, Nashville Urban Venture, LLC is hereby granted the privilege to construct and maintain said aerial encroachment under Proposal No. 2023M-004EN-001, in accordance with the plans which are on file in the office of the Director of the Nashville Department of Transportation and Multimodal Infrastructure ("NDOT") (formerly known as the "Metropolitan Department of Public Works"), and which are attached hereto as "Exhibit B" and incorporated by reference herein.

Section 2. That the authority granted hereby for the construction, installation, operation, and maintenance of said aerial encroachment under Proposal No. 2023M-004EN-001 shall not be construed as a surrender by the Metropolitan Government of its rights or power to pass resolutions or ordinances regulating the use of its streets, or the right of the Metropolitan Government through its legislative body, in the interest of public necessity and convenience to order the relocation of said facilities at the expense of Nashville Urban Venture, LLC.

Section 3. That plans and specifications for said aerial encroachment under Proposal No. 2023M-004EN-001 shall be submitted to the Director of NDOT for approval before any work is begun; and all work, material, and other details of said installation shall be approved by the Director of NDOT prior to its use by Nashville Urban Venture, LLC.

Section 4. That construction and maintenance of said aerial encroachment under Proposal No. 2023M-004EN-001 shall be under the direction, supervision, and control of the Director of NDOT, and its installation, when completed, must be approved by said Director.

Section 5. That this Resolution confers upon Nashville Urban Venture, LLC a privilege and not a franchise, and the Mayor and the Metropolitan Council herein expressly reserve the right to repeal this Resolution, whenever, in their judgment, a repeal may be demanded by public welfare, and such repeal shall confer no liability on the Metropolitan Government of Nashville and Davidson County, its successors and assigns, by reason of said repeal. In the event of such repeal by said Metropolitan Government, Nashville Urban Venture, LLC, its successors and assigns, shall remove said aerial encroachment at their own expense.

Section 6. Nashville Urban Venture, LLC shall pay all costs incident to the construction, installation, operation and maintenance of said aerial encroachment under Proposal No. 2023M-004EN-001, and shall save and hold the Metropolitan Government of Nashville and Davidson County harmless from all suits, costs, claims, damages or judgments in any way connected with said construction, installation, operation and maintenance of said aerial encroachment and shall not claim, set up or plead, as a defense, in the event of joint liability, with or without suit, that it and the Metropolitan Government were joint wrongdoers. Nashville Urban Venture, LLC shall be responsible for the expense, if any, of repairing and returning the right-of-way to the condition which it was in prior to the installation of said aerial encroachment, and for any street closure.

Section 7. That the authority granted to Nashville Urban Venture, LLC, as herein described, shall not in any way interfere with the rights of the Metropolitan Government, its agents, servants, and/or contractors and utility companies, operating under franchise from the Metropolitan Government to enter, construct, operate, maintain, repair, rebuild, enlarge, and patrol its now existing or future utilities, including drainage facilities, together with their appurtenances, and to do any and all things necessary and incidental thereto.

Section 8. Nashville Urban Venture, LLC shall and is hereby required to furnish the Metropolitan Government of Nashville and Davidson County a certificate of public liability insurance, naming the Metropolitan Government as an insured party, of at least two million (\$2,000,000) dollars aggregate, for the payment of any judgment had on any claim, of whatever nature, made for actions or causes of action arising out of, or connected with, the construction or installation of said aerial encroachment. Said certificate of insurance shall be filed with the Metropolitan Clerk and NDOT prior to the granting of a permit, and the insurance required herein shall not be canceled without the insurance company or companies first giving thirty (30) days written notice to the Metropolitan Government of Nashville and Davidson County.

Section 9. That said construction shall be carefully guarded and protected, and shall be completed promptly, so as to cause the least inconvenience to the public. The acceptance by Nashville Urban Venture, LLC of all provisions of this Resolution shall be determined by the beginning of work.

Section 10. The authority granted pursuant to this Resolution shall not become effective until the certificate of insurance, as required in Section 8, has been posted with the Metropolitan Clerk and NDOT.

Section 11. This Resolution shall take effect from and after its adoption, the welfare of the Metropolitan Government of Nashville and Davidson County requiring it.

RECOMMENDED BY:

Diana W Alarcon

Diana W. Alarcon, Director
Nashville Department of Transportation
And Multimodal Infrastructure

INTRODUCED BY:

Thomas O'Connell

APPROVED AS TO INSURANCE:

Balogun Cobb

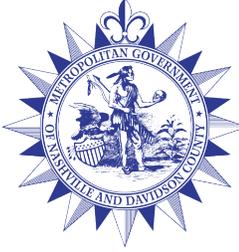
Insurance and Claims Manager

Member(s) of Council

APPROVED AS TO FORM
AND LEGALITY:

Erica Haber

Assistant Metropolitan Attorney



METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

**JOHN COOPER
MAYOR**

**NASHVILLE DEPARTMENT OF TRANSPORTATION
AND MULTIMODAL INFRASTRUCTURE**

August 10, 2023

RE: RS2023-_____
Proposal No. 2023M-004EN-001

Mr. President:

The Nashville Department of Transportation and Multimodal Infrastructure ("NDOT") is filing an encroachment resolution in connection with Proposal No. 2023M-004EN-001.

The reason for this late file is that the encroachment application was not processed by NDOT in time to be filed by noon on August 4, 2023. However, the business owner needs this resolution to be heard at the Council meeting on August 15, 2023, and thus, NDOT is submitting this late file at the business owner's request.

Please accept this resolution for late filing as an emergency pursuant to Council Rule of Procedure 13.

Thank you.

Sincerely,

A handwritten signature in cursive script that reads "Diana W. Alarcon".

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

Client#: 2308241

22MARKEMAN

ACORDTM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/19/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McGriff Insurance Services LLC 3322 West End Ave., Suite 300 Nashville, TN 37203	CONTACT NAME: Regina Harris
	PHONE (A/C, No, Ext): 615-346-0330 FAX (A/C, No): 8777677417 E-MAIL ADDRESS: reharris@mcgriff.com
INSURED Nashville Urban Venture LLC 124 12th Ave. S., Suite 600 Nashville, TN 37203	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A : Travelers Indemnity Company 25658
	INSURER B : Travelers Property Casualty Co of Amer 25674
	INSURER C :
	INSURER D :
	INSURER E :

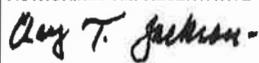
COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		Y630962J4170IND23	07/01/2023	07/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BA9T9265702314G	07/01/2023	07/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0			CUP9T9272902314	07/01/2023	07/01/2024	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Loc# 1 - 609 Overton Street; Nashville, TN
The Metropolitan Government of Nashville and Davidson County is included as an Additional Insured as respects to General Liability.

CERTIFICATE HOLDER Metropolitan Government of Nashville and Davidson County Metro Legal & Claims c/o Insurance & Safety Division 222 3rd Ave. N., Ste. #501 Nashville, TN 37201	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--

LICENSE AGREEMENT FOR PRIVATE ENCROACHMENTS
INTO THE PUBLIC RIGHT OF WAY

I/We, Nashville Urban Venture, LLC, in consideration of the Resolution No. _____, to construct, maintain, install and/or operate an encroachment into, onto, over, or under the public right of way located at in Nashville, Davidson County, Tennessee, do hereby, for myself, my agents, customers, and assigns, waive and release and hold harmless The Metropolitan Government of Nashville and Davidson County, its agents, employees, and assigns from any and all claims, rights, or demands for damages that may arise from my/our use, construction and/or maintenance of the encroachment, to wit: (SEE ATTACHED DESCRIPTION OF ENCROACHMENT). I/We hereby certify to the Metropolitan Government of Nashville and Davidson County that I/We have executed a bond or liability insurance policy in such amount as agreed upon by the Director of Public Works and the Metropolitan Attorney, and in the form approved by the Metropolitan Attorney (per Metropolitan Code Section 38-1-1), which operates to indemnify and save The Metropolitan Government of Nashville and Davidson County harmless from all claims or demands that may result to persons or property by reason of the construction, operations or maintenance of the encroachment. I/We further agree that my/our obligations hereunder may not be assigned except upon approval of the Director of Public Works and the Metropolitan Attorney. I/We further acknowledge that any action that results in a failure to maintain said bond or liability insurance for the protection of The Metropolitan Government of Nashville and Davidson County shall operate to the granting of a lien to The Metropolitan Government of Nashville and Davidson County in the amount of the last effective bond/insurance policy. Said insurance or bond may not be cancelable or expirable except on 30 days notice to the Director of Public Works.

I/We further recognize that the license granted hereby is revocable by The Metropolitan Government upon recommendation of the Director of Public Works and approval by resolution of the Metropolitan County Council if it is determined to be necessary to the public welfare and convenience. In the event the Metropolitan Government revokes this license as contemplated by this paragraph, licensee will not be entitled to any compensation of any kind. This license shall also be strictly subject to the right of way easement owned by The Metropolitan Government. I/We agree to maintain, construct and use the encroachment in such a way as will not interfere with the rights and duties of the Metropolitan Government

as owner of the right of way. Said interference shall be additional grounds for revocation of the license for encroachment. I/We agree to pay the cost of construction, maintenance, use, as well as relocations cost of said encroachment. Licensee's failure to complete construction of the contemplated encroachment within 36 months of the date of approval by the Metropolitan Council will cause this license to terminate automatically. In the event the encroachment contemplated by this license is substantially destroyed, this license shall terminate unless fully restored by licensee within 36 months from the date of such destruction. In the event this license is revoked or terminated for any reason, licensee shall restore all public property to the condition obtaining at the time the license became effective at licensee's sole cost and expense.

DATE: 7/20/23

Nashville Urban Venture, LLC
2 Melvin S Phelps, CFO

(Owner of Property)

607 Overton St.
(Address of Property)

Nashville, TN 37203
(City and State)

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Sworn to and subscribed before

Me this 20 day of July, 2023

Valerie Campbell
(NOTARY PUBLIC)

My Commission Expires: 5-3-2027

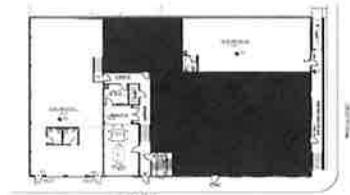


SITE PLAN NOTES

- NO GRADED FLIGHT SHALL EXCEED 20" IN
- THE ESCAPE OF SEDIMENT FROM THE SITE SHALL BE PREVENTED BY THE INSTALLATION OF EROSION AND SEDIMENT CONTROL MEASURES PRIOR TO OR CONCURRENT WITH LAND DISTURBING ACTIVITIES. EROSION CONTROL MEASURES SHALL BE MAINTAINED AT ALL TIMES. IF FINAL IMPLEMENTATION OF THE APPROVED PLAN DOES NOT PROVIDE FOR IMPROVED EROSION CONTROL, ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IMPLEMENTED TO CONTROL OR REMOVE THE SEDIMENT SOURCE.
- DISBURBED AREAS LEFT FOR 14 DAYS SHALL BE STABILIZED WITH EROSION CONTROL MATS OR TEMPORARY VEGETATION AND MULCH; DISTURBED AREAS REMAINING IDLE 30 DAYS SHALL BE STABILIZED WITH PERMANENT VEGETATION.
- EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSPECTED AT LEAST WEEKLY, AFTER EACH RAIN, AND REPAIRED AS NECESSARY.
- ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSTALLED IF DETERMINED NECESSARY BY ON-SITE INSPECTION.
- SILT FENCE SHALL BE TYPE C AS PER THE MANUAL FOR EROSION AND SEDIMENT CONTROL IN GEORGIA, AND BE WIRE ENHANCED PER DETAIL.

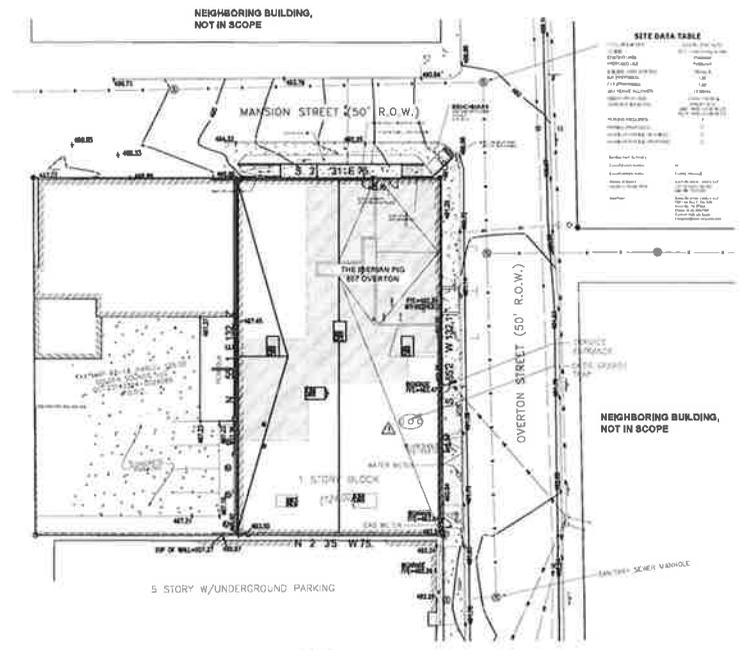


2 LOCATION PLAN



3 KEY PLAN

NOTE: BASE BUILDING PERMITTED AS 609 OVERTON UNDER PERMIT # 2021039866 ALL PARKING REQUIREMENTS, TRASH ACCESS, AND GREASE TRAPS ARE PERMITTED UNDER THE BASE BUILDING.



1 ARCHITECTURAL SITE PLAN

DE CARLO
HAWKER
ARCHITECTURE & DESIGN
210 N. WILSON DRIVE
ATLANTA, GEORGIA 30311
TEL: 404.525.1144
WWW.DCHAWKER.COM



IBERIAN PIG
THE GULCH
NASHVILLE

RESTAURANT BUILT-OUT
607 Overton Blvd
Nashville, TN 37203

2021-03-17-19

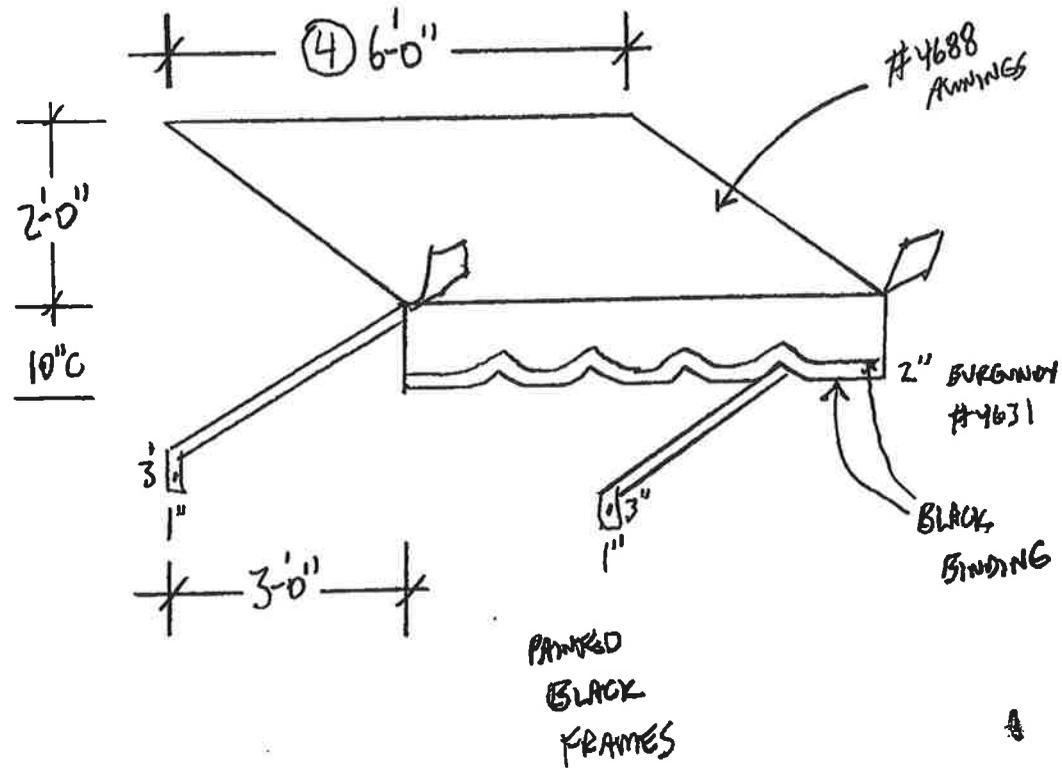
ARCHITECTURAL
SITE PLAN

A0.4

REVIEWED FOR CONSTRUCTION

IBERIAN MG
NASHVILLE, TN.

12/22/22



NASHVILLE TENT & AWNING CO.
1301 HERMAN ST.
NASHVILLE, TN 37208
(615) 329-3701



NTACO, LLC
dba Nashville Tent & Awning
Binks Lewis

OFFICE: 615/329-3701 FAX: 615/329-9117 DIRECT: 615/425-3156
1727 Elm Hill Pike, NASHVILLE, TN 37210
E-mail: blewis@ntaco.com

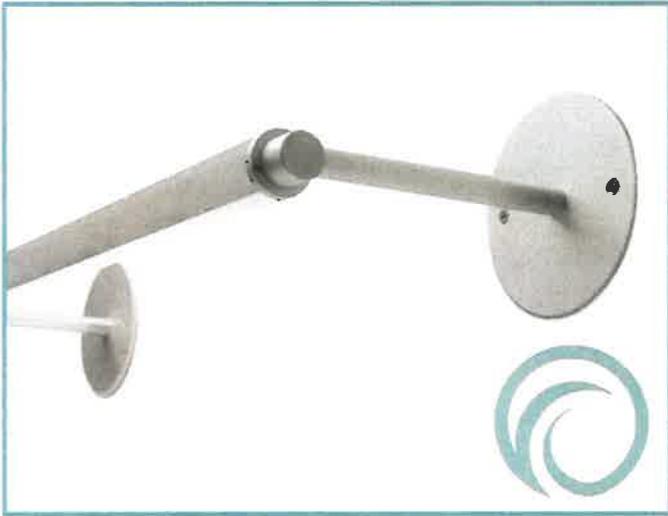
BSW501 | FATHOM

WET LOCATION FOR OUTDOOR APPLICATIONS



1-3/8" O.D. arm mount LED luminaire for outdoor locations and remote driver operation

Project: _____ Type: _____



FEATURES

The BSW501 is a wet location, arm mounted LED luminaire, ideally suited for wall wash and facade lighting. The Ø1-3/8" extruded aluminum housing rotates on slender aluminum arms for flexible aiming. Each fixture is paired with a remote mounted, wet location 0-10V dimming or non-dimming driver and housing.

SPECIFICATIONS

Fixture housing constructed of an extruded aluminum tube, frosted acrylic extruded lens and sheet aluminum end caps

Fixture arms are constructed of zinc plated steel pipe Ø5/8" extruded aluminum sleeves and machined aluminum end cap couplers.

Includes Ø4-3/4" aluminum plate for mounting to 4" octagonal wall boxes (by others).

Standard finishes as shown below

Single and continuous run fixtures available with arm center distances of 2'-5' nominal

Arms allow fixture to project from a wall or roofline nominally 3", 6" or 12"

Fixture housing rotates 332° and is locked in place with hex fastener

Fixture wired with 10' low voltage leads (measured from the end cap)

Included remote 120-277V wet location driver offered with 0-10V dimming or non-dim and surface mount aluminum enclosure

Standard outputs are 355, 710 and 915 lumens per foot

LEDs available in 2700K, 3000K, 3500K and 4000K, within a 3 step MacAdam ellipse, all with 80+ CRI typical

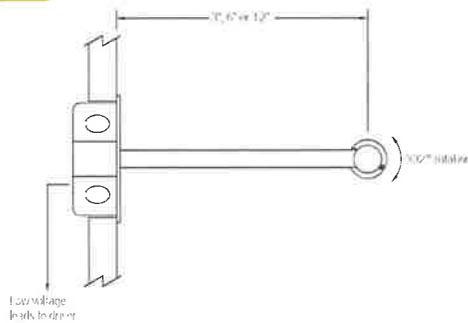
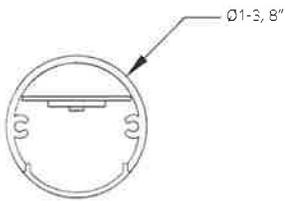
Life: 50,000 hours L₇₀

Limited five year warranty

UL and C-UL listed for wet locations

SECTION

PROFILE



PERFORMANCE

NOMINAL LENGTH	OUTPUT	LUMENS/ft.	WATTS/ft.	LUMINAIRE LUMENS	EFFICACY (LPW)
4'	L: low	355	4.0	1450	89
	R: regular	710	8.0	2904	89
	H: high	915	10.3	3737	89

Note: All data reflects fixtures with 3500K LEDs



BSW501 -

ARM CENTER DISTANCE

2: 26"
3: 38"
4: 50"
5: 62"
48", 72", 96"

CORRELATED COLOR TEMPERATURE

27: 2700K-80+ CRI
30: 3000K-80+ CRI
35: 3500K-80+ CRI
40: 4000K-80+ CRI

DRIVER

[remote]
RN: non-dimming
RD: 0-10V dimming, 5%

LIGHT OUTPUT (lumens per foot)

L: low - 355
R: regular - 710
H: high - 915

NOMINAL ARM LENGTH

3: 3"
6: 6"
12: 12"
CF: consult factory for custom arm length

RUN CONFIGURATION

SN: single
ST: starter
AD: adder
TR: terminator

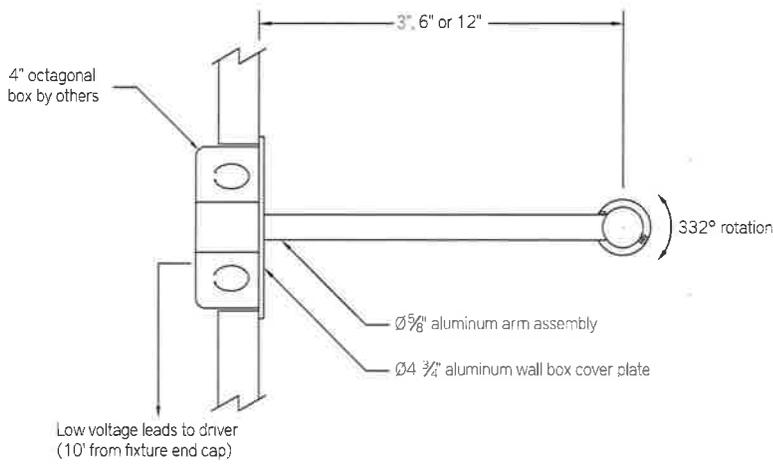
FINISH

AW: architectural white (semi-matte)
WH: white (semi-gloss)
BL: black (semi-matte)
MB: matte black
ESS: environmental satin silver
BZ: bronze
PR: primer
CF: consult factory for custom finish

Note: Each fixture includes a remote driver matched for fixture length and light output.

MOUNTING

DESCRIPTION



- Ø 1-3/8" LED housing with frosted lens
- Aluminum end cap/arm couplers
- Threaded arm tube
- Aluminum arm sleeve
- Ø 4-3/4" wall box mounting plate
- Flat head Phillips mounting plate screw

EPA CALCULATIONS

LENGTH ORDERING CODE	EPA
2	0.27 ft ²
3	0.38 ft ²
4	0.51 ft ²
5	0.62 ft ²

Resolution No. RS _____

A resolution appropriating \$48,000 from a certain account of the Community Safety Fund for a grant to United Neighborhood Health Services Inc. d/b/a Neighborhood Health for Napier and Sudekum Community Safety programs.

WHEREAS, Section 7-3-314 of the Tennessee Code Annotated states that metropolitan forms of government may provide financial assistance to nonprofit organizations; and,

WHEREAS, Section 5.04.070 of the Metropolitan Code of Laws provides that the Council may, by Resolution, appropriate funds for the financial aid of nonprofit organizations; and,

WHEREAS, the Mayor's Office has recommended that \$48,000 of the funds appropriated for community safety grants in the Budget Ordinance (Substitute BL2023-1867), be distributed to United Neighborhood Health Services Inc. d/b/a Neighborhood Health; and,

WHEREAS, the grant will be utilized for services pertaining to Napier and Sudekum Community Safety programs; and,

WHEREAS, it is to the benefit of the citizens of The Metropolitan Government of Nashville and Davidson County that these funds be appropriated to United Neighborhood Health Services Inc. d/b/a Neighborhood Health.

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

Section 1. There is hereby appropriated \$48,000 from Fund No. 30164 to United Neighborhood Health Services Inc. d/b/a Neighborhood Health to provide services pertaining to Napier and Sudekum Community Safety programs.

Section 2. The grant contract between the Metropolitan Government of Nashville and Davidson County and United Neighborhood Health Services Inc. d/b/a Neighborhood Health for the amount provided herein and the purposes stated, a copy of which is attached hereto and incorporated herein, is hereby approved.

Section 3. That this Resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

APPROVED AS TO AVAILABILITY OF FUNDS:

Kelly Flannery
Kelly Flannery, Director
Department of Finance

INTRODUCED BY:

Jeddy Spurr
Erin Evans

Member(s) of Council

APPROVED AS TO FORM AND
LEGALITY:

Courtney Mohan _____
Assistant Metropolitan Attorney



METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

**JOHN COOPER
MAYOR**

OFFICE OF THE MAYOR
METROPOLITAN COURTHOUSE
NASHVILLE, TENNESSEE 37201
PHONE: (615) 862-6000
EMAIL: mayor@nashville.gov

Dear Vice Mayor Shulman and Metropolitan Nashville Council Members,

A late-filed resolution for grant funding for United Neighborhood Health Services Inc. d/b/a Neighborhood Health is being requested. Please be advised that this is being late-filed because the financial documentation from this organization was not received by the deadline for on-time filing on Aug 4, 2023, and thus needed to be late-filed.

This resolution is essential to submit as a late file because the work of this organization in providing vital violence-prevention related services for our most at-risk populations is extremely important and time sensitive. Due to the schedule of Council meetings, it would be a great detriment to the city's Community Safety if we are unable to submit these grants for consideration at this time.

DocuSigned by:

Ron Johnson

569664B46ABB4E3...

Ronald K. Johnson
Director, Mayor's Office of Community Safety

**Grant contract between the Metropolitan Government of Nashville and Davidson County and
United Neighborhood Health Services Inc., Contract # _____**

**GRANT CONTRACT
BETWEEN
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
AND
UNITED NEIGHBORHOOD HEALTH SERVICES INC. D/B/A NEIGHBORHOOD HEALTH**

This Grant Contract issued and entered into pursuant to Resolution RS2023_____, by and between the Metropolitan Government of Nashville and Davidson County ("Metro"), United Neighborhood Health Services Inc. d/b/a Neighborhood Health ("Recipient"), is for the provision of Napier and Sudekum Community Safety programs, as further defined in the "SCOPE OF PROGRAM". Additional documents including Recipient's audit are incorporated herein by reference as attachments A-F.

A. SCOPE OF PROGRAM:

A.1. The Recipient will use the grant funds as follows:

Recipient will assist the Metro Nashville Mayor's Office in implementing a program focusing on providing peer support and therapy.

Provide individuals living in the Napier or Sudekum Communities with up to 12 weeks of counseling by a licensed behavioral health clinician at the Recipient's Napier Clinic. Focusing on patients of all ages with depression and/or anxiety, the behavioral health clinician will primarily rely on cognitive behavioral therapy (CBT) and assertive community treatment (ACT) modalities.

A.2. The Recipient must spend these funds consistent with the Grant Spending Plan, attached and incorporated herein as Attachments A and B. 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 August 16, 2023, and end on August 31, 2024. 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 forty-eight thousand dollars (\$48,000). 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.

Grant contract between the Metropolitan Government of Nashville and Davidson County and United Neighborhood Health Services Inc., Contract # _____

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 may invoice for \$10,000 upon approval of the Grant Contract.

Recipient may invoice monthly up to 3,166.66.

Receipts must be made available for all claimed expenses.

Recipient must send all invoices to **Metro Payment Services, PO Box 196301, Nashville TN 37219-6301.**

Final invoices for the contract period should be received by Metro Payment Services by September 15, 2024. 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 Mayor's Office of Community Safety, 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 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

**Grant contract between the Metropolitan Government of Nashville and Davidson County and
United Neighborhood Health Services Inc., Contract # _____**

Recipient, under this or any other contract the Recipient has with Metro, must be made electronically.

C.9 Grant Subject to Availability of Funds. This Grant Contract is subject to the availability of funds. In the event that funds are unavailable, Metro reserves the right to terminate this Grant Contract upon provision of written notice to Recipient. Metro's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by Metro. Upon provision of written notice to Recipient, Recipient shall cease all work associated with this Grant Contract. Recipient shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date.

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. Such termination will not relieve the Recipient of any liability to Metro for damages sustained by virtue of any breach by the Recipient.

D.4. Subcontracting. The Recipient may not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of Metro. Notwithstanding any use of approved subcontractors, the Recipient will be considered the prime Recipient and will be responsible for all work performed.

D.5. Conflicts of Interest. The Recipient warrants that no part of the total Grant Amount will be paid directly or indirectly to an employee or official of Metro as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Recipient in connection with any work contemplated or performed relative to this Grant Contract.

D.6. Nondiscrimination. The Recipient hereby agrees, warrants, and assures that no person will be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Recipient on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification which is in violation of applicable laws. The Recipient must, upon request, show proof of such nondiscrimination and must post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.7. Records. The Recipient must maintain documentation for all charges to Metro under this Grant Contract. The books, records, and documents of the Recipient, insofar as they relate to work performed or money received under this Grant Contract, must be maintained for a period of three

**Grant contract between the Metropolitan Government of Nashville and Davidson County and
United Neighborhood Health Services Inc., Contract # _____**

(3) full years from the date of the final payment or until the Recipient engages a licensed independent public accountant to perform an audit of its activities. The books, records, and documents of the Recipient insofar as they relate to work performed or money received under this Grant Contract are subject to audit at any reasonable time and upon reasonable notice by Metro or its duly appointed representatives. Records must be maintained in accordance with the standards outlined in the Metro Grants Manual. The financial statements must be prepared in accordance with generally accepted accounting principles.

- D.8. **Monitoring.** The Recipient's activities conducted and records maintained pursuant to this Grant Contract are subject to monitoring and evaluation by The Metropolitan Office of Financial Accountability or Metro's duly appointed representatives. The Recipient must make all audit, accounting, or financial records, notes, and other documents pertinent to this grant available for review by the Metropolitan Office of Financial Accountability, Internal Audit or Metro's representatives, upon request, during normal working hours.
- D.9. **Reporting.** The Recipient must submit an Interim Program Report, to be received Mayor's Office of Community Safety, by no later than February 17, 2024, and a Final Program Report, to be received by Mayor's Office of Community Safety, within 45 [forty-five] days of the end of the Grant Contract. Said reports shall detail the outcome of the activities funded under this Grant Contract.
- D.10. **Strict Performance.** Failure by Metro to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement is not a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract is considered to be waived, modified, or deleted except by a written amendment by the appropriate parties as indicated on the signature page of this Grant.
- D.11. **Insurance.** The Recipient agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all applicable taxes incident to this Grant Contract.
- D.12. **Metro Liability.** Metro will have no liability except as specifically provided in this Grant Contract.
- D. 13. **Independent Contractor.** Nothing herein will in any way be construed or intended to create a partnership or joint venture between the Recipient and Metro or to create the relationship of principal and agent between or among the Recipient and Metro. The Recipient must not hold itself out in a manner contrary to the terms of this paragraph. Metro will not become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.
- D. 14. **Indemnification and Hold Harmless.**
- (a) Recipient agrees to indemnify, defend, and hold harmless Metro, its officers, agents and employees from any claims, damages, penalties, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Recipient, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract, and any claims, damages, penalties, costs and attorney fees arising from any failure of Recipient, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- (b) Metro will not indemnify, defend or hold harmless in any fashion the Recipient from any claims, regardless of any language in any attachment or other document that the Recipient may provide.

**Grant contract between the Metropolitan Government of Nashville and Davidson County and
United Neighborhood Health Services Inc., Contract # _____**

(c) Recipient will pay Metro any expenses incurred as a result of Recipient's failure to fulfill any obligation in a professional and timely manner under this Contract.

(d) Recipient's duties under this section will survive the termination or expiration of the grant.

D.15. **Force Majeure.** "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party. Except as provided in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a breach under this Grant Contract. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. Recipient will promptly notify Metro within forty-eight (48) hours of any delay caused by a Force Majeure Event and will describe in reasonable detail the nature of the Force Majeure Event.

D.16. **State, Local and Federal Compliance.** The Recipient agrees to comply with all applicable federal, state and local laws and regulations in the performance of this Grant Contract. Metro shall have the right to terminate this Grant Contract at any time for failure of Recipient to comply with applicable federal, state or local laws in connection with the performance of services under this Grant Contract.

D.17. **Governing Law and Venue.** The validity, construction and effect of this Grant Contract and any and all extensions and/or modifications thereof will be governed by and construed in accordance with the laws of the State of Tennessee. The venue for legal action concerning this Grant Contract will be in the courts of Davidson County, Tennessee.

D.18. **Completeness.** This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

D.19. **Headings.** Section headings are for reference purposes only and will not be construed as part of this Grant Contract.

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

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

D. 21. **Assignment—Consent Required.** The provisions of this contract will inure to the benefit of and will be binding upon the respective successors and assignees of the parties hereto. Except for

Grant contract between the Metropolitan Government of Nashville and Davidson County and United Neighborhood Health Services Inc., Contract #_____

the rights of money due to Recipient under this contract, neither this contract nor any of the rights and obligations of Recipient hereunder may be assigned or transferred in whole or in part without the prior written consent of Metro. Any such assignment or transfer will not release Recipient from its obligations hereunder. Notice of assignment of any rights to money due to Recipient under this Contract must be sent to the attention of the Metro Department of Finance.

D.22. **Gratuities and Kickbacks.** It will be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparations of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It will be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from participation in Metropolitan Government contracts.

D.23. **Communications and Contacts.** All instructions, notices, consents, demands, or other communications from the Recipient required or contemplated by this Grant Contract must be in writing and must be made by facsimile transmission, or by first class mail, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

Metro

For contract-related matters:
Mayor's Office of Community Safety
1 Public Square,
Nashville, TN 37201
(615) 492-1932

For enquiries regarding invoices:
Mayor's Office of Community Safety
1 Public Square,
Nashville, TN 37201
(615) 492-1932

Recipient

Brian Haile, CEO
United Neighborhood Health Services Inc.
2711 Foster Ave
Nashville, TN 37210
(615) 944-4404

D.24. **Lobbying.** The Recipient certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal

**Grant contract between the Metropolitan Government of Nashville and Davidson County and
United Neighborhood Health Services Inc., Contract # _____**

contract, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, the Recipient must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Recipient will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all subcontractors of federally appropriated funds shall certify and disclose accordingly.

D.25. Certification Regarding Debarment and Convictions.

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

D.26. Effective Date. This contract will not be binding upon the parties until it has been signed first by the Recipient and then by the authorized representatives of the Metropolitan Government and has been 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.

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**Grant contract between the Metropolitan Government of Nashville and Davidson County and
United Neighborhood Health Services Inc., Contract # _____**

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

**RECIPIENT: UNITED NEIGHBORHOOD
HEALTH SERVICES INC.**

By: Brian Haile

APPROVED AS TO AVAILABILITY OF
FUNDS:

Title: Brian Haile, CEO

Kelly Flannery
Director of Finance

Date: Aug. 4, 2023

APPROVED AS TO FORM AND
LEGALITY:

Courtney Mohan
Metropolitan Attorney

APPROVED AS TO RISK AND
INSURANCE:

Balogun Cole
Director of Insurance

FILED IN THE OFFICE OF THE CLERK:

Metropolitan Clerk

**Grant contract between the Metropolitan Government of Nashville and Davidson County and
United Neighborhood Health Services Inc., Contract # _____**

TABLE OF CONTENTS OF ATTACHMENTS

- A. Grant Spending Plan
- B. Spending Plan Addendum
- C. Internal Revenue Service 501(c)(3) Tax-Exempt Organization Documentation
- D. Tennessee Secretary of State Nonprofit Confirmation
- E. Annual audit conducted by an independent CPA in accordance with generally accepted auditing standards
- F. Non-profit Grants Manual Receipt Acknowledgment

Grant Spending Plan

RECIPIENT NAME:	United Neighborhood Health Services Inc. d/b/a Neighborhood Health
------------------------	---

THE FOLLOWING IS APPLICABLE TO EXPENSES PLANNED TO BE INCURRED DURING THE CONTRACT GRANT PERIOD: August 16, 2023 – August 31, 2024				
	EXPENSE OBJECT LINE-ITEM CATEGORY	METRO GRANT FUNDS	RECIPIENT MATCH (participation)	TOTAL PROJECT
	Salaries and Wages	\$36,363.64		\$36,363.64
	Benefits and Taxes (%)	\$7,636.36		\$7,636.36
	Professional Fees	\$0		\$0
	Supplies	\$0		\$0
	Communications	\$0		\$0
	Postage and Shipping	\$0		\$0
	Occupancy	\$0		\$0
	Equipment Rental and Maintenance	\$4,000.00		\$4,000.00
	Printing and Publications	\$0		\$0
	Travel/ Conferences and Meetings	\$0		\$0
	Insurance	\$0		\$0
	Specific Assistance to Individuals	\$0		\$0
	Other Non-Personnel	\$0		\$0
	GRAND TOTAL	\$48,000.00		\$48,000.00

Spending Plan Addendum

United Neighborhood Health Services Inc. d/b/a Neighborhood Health provided a spending plan that includes:

Salaries and Wages - \$36,363.64

Payment for a portion of the compensation for a licensed behavioral health specialist

Benefits and Taxes - \$7,636.36

Payment for a portion of the benefits as set and provided by the Recipient and payroll taxes

Equipment Rental and Maintenance - \$4,000.00

Laptop and software-related expenses



HELP ⓘ

MENU ☰

[Home](#) > [Tax Exempt Organization Search](#) > **United Neighborhood Health Services Inc.**

< [Back to Search Results](#)

United Neighborhood Health Services Inc.

EIN: 62-1032792 | Nashville, TN, United States

> **Other Names**

Publication 78 Data ⓘ

Organizations eligible to receive tax-deductible charitable contributions. Users may rely on this list in determining deductibility of their contributions.

On Publication 78 Data List: Yes

Deductibility Code: PC

Copies of Returns (990, 990-EZ, 990-PF, 990-T) ⓘ

Electronic copies (images) of Forms 990, 990-EZ, 990-PF or 990-T returns filed with the IRS by charities and non-profits.

> **Tax Year 2020 Form 990**

Organization Name:
United Neighborhood Health Services Inc

EIN:
62-1032792

Tax Period:
202001

Return ID:
2343521

Filing Type:
E

Return Type:
990

Copy of Return:
2020 Form 990 Filing

> **Tax Year 2019 Form 990**

> **Tax Year 2017 Form 990**

> **Tax Year 2016 Form 990**

Page Last Reviewed or Updated: 20-November-2020

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 **Print**



Tre Hargett
Secretary of State

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

Filing Information

Name: UNITED NEIGHBORHOOD HEALTH SERVICES, INC.

General Information

SOS Control #	000052519	Formation Locale:	TENNESSEE
Filing Type:	Nonprofit Corporation - Domestic	Date Formed:	05/31/1978
	05/31/1978 4:30 PM	Fiscal Year Close	1
Status:	Active		
Duration Term:	Perpetual		
Public/Mutual Benefit:	Public		

Registered Agent Address
BRIAN HAILE
2711 FOSTER AVE
NASHVILLE, TN 37210-5307

Principal Address
2711 FOSTER AVE
NASHVILLE, TN 37210-5307

The following document(s) was/were filed in this office on the date(s) indicated below:

Date Filed	Filing Description	Image #
04/20/2022	2022 Annual Report	B1203-2784
04/28/2021	2021 Annual Report	B1024-9299
04/30/2020	2020 Annual Report	B0862-3088
08/08/2019	Assumed Name Renewal	B0747-0182
	Assumed Name Changed From: Neighborhood Health To: Neighborhood Health	
	Expiration Date Changed From: 10/17/2019 To: 08/08/2024	
04/30/2019	2019 Annual Report	B0696-8805
04/25/2018	2018 Annual Report	B0542-2678
	Registered Agent First Name Changed From: MARY To: BRIAN	
	Registered Agent Last Name Changed From: BUFWACK To: HAILE	
04/27/2017	2017 Annual Report	B0387-2993
	Principal Address 1 Changed From: 711 MAIN ST To: 2711 FOSTER AVE	
	Principal Postal Code Changed From: 37206-3605 To: 37210-5307	
	Registered Agent Physical Address 1 Changed From: 711 MAIN ST To: 2711 FOSTER AVE	
	Registered Agent Physical Postal Code Changed From: 37206-3605 To: 37210-5307	
03/22/2016	2016 Annual Report	B0221-2128
04/08/2015	2015 Annual Report	B0088-0282

5/24/2022 11:27:31 AM

Page 1 of 3

Filing Information

Name: UNITED NEIGHBORHOOD HEALTH SERVICES, INC.

10/17/2014	Assumed Name	B0012-7250
	New Assumed Name Changed From: No Value To: Neighborhood Health	
04/10/2014	2014 Annual Report	A0234-2886
03/11/2013	2013 Annual Report	A0160-2417
	Principal Address 1 Changed From: 617 S 8TH ST To: 711 MAIN ST	
	Principal Postal Code Changed From: 37206-3819 To: 37206-3605	
	Registered Agent Physical Address 1 Changed From: 617 S 8TH ST To: 711 MAIN ST	
	Registered Agent Physical Postal Code Changed From: 37206-3819 To: 37206-3605	
04/30/2012	2012 Annual Report	A0120-1038
04/29/2011	2011 Annual Report	A0071-2275
08/27/2010	2010 Annual Report	A0046-0391
07/02/2010	Notice of Determination	A0036-1693
04/27/2009	2009 Annual Report	6525-2257
	Principal Address Changed	
07/28/2008	2008 Annual Report	6353-1312
07/16/2008	Notice of Determination	ROLL 6343
04/30/2007	2007 Annual Report	6044-2383
05/01/2006	2006 Annual Report	5783-0310
05/04/2005	2005 Annual Report	5450-0638
05/04/2004	2004 Annual Report	5128-0755
04/29/2003	2003 Annual Report	4803-0945
05/02/2002	2002 Annual Report	4495-1387
04/26/2001	2001 Annual Report	4188-0545
05/02/2000	2000 Annual Report	3900-1253
07/18/1997	Notice of Determination	ROLL 3367
06/24/1992	CMS Annual Report Update	2490-0442
	Fiscal Year Close Changed	
12/04/1989	Articles of Amendment	1556-0388
	Registered Agent Physical Address Changed	
	Registered Agent Changed	
09/05/1989	Administrative Amendment	1431-1333
	Mail Address Changed	
06/24/1987	Administrative Amendment	694 02095
	Mail Address Changed	
05/29/1987	Articles of Amendment	689 03047

Filing Information

Name: **UNITED NEIGHBORHOOD HEALTH SERVICES, INC.**

Principal Address Changed

02/26/1986 Merger 597 00439

Merged Control # Changed From: 000052519

Merged Control # Changed From: 000090325

02/26/1986 Articles of Amendment 597 00447

09/18/1985 Articles of Amendment 565 02557

Principal Address Changed

09/18/1985 Registered Agent Change (by Entity) 565 02558

Registered Agent Physical Address Changed

Registered Agent Changed

09/05/1985 Application for Reinstatement 563 02867

03/20/1985 Dissolution/Revocation - Administrative 533 01555

05/31/1978 Initial Filing 023 00175

Active Assumed Names (if any)

Neighborhood Health

Date	Expires
10/17/2014	08/08/2024

UNITED NEIGHBORHOOD HEALTH SERVICES, INC.
D/B/A NEIGHBORHOOD HEALTH

NASHVILLE, TENNESSEE

FINANCIAL STATEMENTS,
ADDITIONAL INFORMATION
AND
INDEPENDENT AUDITOR'S REPORTS

JANUARY 31, 2023 AND 2022

UNITED NEIGHBORHOOD HEALTH SERVICES, INC. D/B/A NEIGHBORHOOD HEALTHNASHVILLE, TENNESSEEFINANCIAL STATEMENTS,
ADDITIONAL INFORMATIONAND
INDEPENDENT AUDITOR'S REPORTSJANUARY 31, 2023 AND 2022TABLE OF CONTENTS

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UNITED NEIGHBORHOOD HEALTH SERVICES, INC. D/B/A NEIGHBORHOOD HEALTH

NASHVILLE, TENNESSEE

MEMBERS OF THE BOARD OF DIRECTORS

<u>Board Member Name</u>	<u>Title</u>
Claudia Barajas	President
Barb Zipperian	Vice- President
Luis Sura	Secretary
Ashia Blake	Treasurer
Buddy Comer	Member
Angela Ballou	Member
JD Thomas	Member
Brian Haile	Ex-Officio Member
Brian Marshall	Member
John Zirker	Member
Brenda Morrow	Member
John E. Baldwin, III	Member
Nick Scudellari	Member

UNITED NEIGHBORHOOD HEALTH SERVICES, INC. D/B/A NEIGHBORHOOD HEALTH

NASHVILLE, TENNESSEE

MEMBERS OF MANAGEMENT

<u>Board Member Name</u>	<u>Title</u>
Brian Haile	Chief Executive Officer
Ivan Figueredo	Chief Executive Officer
Anthony Villanueva	Chief Information Officer
Vivak Bhatt	Chief Clinical Officer
Shauna Tucker	Interim Chief Operating Officer
Thelma Bigham	Human Resources Director
Mary Bufwack	Chief Executive Officer Emeritus



INDEPENDENT AUDITOR'S REPORT

The Board of Directors
United Neighborhood Health Services, Inc. d/b/a Neighborhood Health
Nashville, Tennessee

REPORT ON THE AUDITS OF THE FINANCIAL STATEMENTS

OPINION

We have audited the accompanying financial statements of United Neighborhood Health Services, Inc. d/b/a Neighborhood Health (the "Center"), which comprise the statements of financial position as of January 31, 2023 and 2022, and the related statements of operations and change in net assets, functional expenses and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements presented fairly, in all material respects, the financial position of the United Neighborhood Health Services, Inc. d/b/a Neighborhood Health as of January 31, 2023 and 2022, 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 the auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to the financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. 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 the Center 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.

EMPHASIS OF MATTER

As discussed in Note 3 to the financial statements, the Center has elected to change its method of accounting for leases during the year ended January 31, 2023. Our opinion is not modified with respect to this matter.

RESPONSIBILITIES OF MANAGEMENT FOR THE FINANCIAL STATEMENTS

Management is responsible for the preparation and fair presentation of these 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 the Center's ability to continue as a going concern within one year after the due date that the financial statements are available to be issued.

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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 and *Government Auditing Standards* 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 judgement made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Audit Standards*, we:

- Exercise professional judgement 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 the purpose of expressing an opinion on the effectiveness of the Center's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgement, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Center'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.

REPORT ON SUPPLEMENTARY INFORMATION

Our audits were conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards and related notes on pages 27-28 and 30 is required by Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* ("Uniform Guidance"). The schedule of expenditures of state awards and related notes on pages 29 and 30 is required by the *Audit Manual* issued by the Comptroller of the Treasury of the State of Tennessee. The information is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. Such information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

OTHER INFORMATION

Management is responsible for the other information included in the annual report. The other information comprises the introductory section on pages i and ii but does not include the financial statements and our auditor's report thereon. Our opinion on the financial statements does not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

OTHER REPORTING REQUIRED BY GOVERNMENT AUDITING STANDARDS

In accordance with *Government Auditing Standards*, we have also issued our report dated July 31, 2023, on our considerations of the Center's internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Center's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Center's internal control over financial reporting and compliance.

Kraft+CPAs PLLC

Nashville, Tennessee
July 31, 2023

UNITED NEIGHBORHOOD HEALTH SERVICES, INC. D/B/A NEIGHBORHOOD HEALTHSTATEMENTS OF FINANCIAL POSITIONJANUARY 31, 2023 AND 2022

	<u>2023</u>	<u>2022</u>
<u>ASSETS</u>		
CURRENT ASSETS		
Cash and cash equivalents	\$ 8,336,157	\$ 9,843,544
Patient accounts receivable	720,448	582,848
Grants receivable	1,461,982	1,435,299
Other receivables	1,122,527	592,477
Contracts receivable	407,802	283,913
Insurance receivable	107,893	500,000
Prepaid expenses and other current assets	380,931	289,783
TOTAL CURRENT ASSETS	12,537,740	13,527,864
Property and equipment, net	9,784,812	8,340,120
Operating leases, right-of-use assets	326,400	-
Other assets	5,971	5,971
TOTAL ASSETS	<u>\$ 22,654,923</u>	<u>\$ 21,873,955</u>
<u>LIABILITIES AND NET ASSETS</u>		
CURRENT LIABILITIES		
Accounts payable	\$ 669,509	\$ 562,594
Patient refunds payable	141,656	103,070
Accrued expenses	23,382	54,227
Accrued compensation	863,296	774,559
Deferred grant revenue	52,250	118,956
Current maturities of operating lease liabilities	72,431	-
TOTAL CURRENT LIABILITIES	1,822,524	1,613,406
Operating lease liabilities, non-current	255,129	-
TOTAL LIABILITIES	2,077,653	1,613,406
NET ASSETS WITHOUT DONOR RESTRICTIONS		
Board designated for emergency reserve	3,665,097	2,638,706
Undesignated	16,912,173	17,621,843
NET ASSETS WITHOUT DONOR RESTRICTIONS	20,577,270	20,260,549
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 22,654,923</u>	<u>\$ 21,873,955</u>

See accompanying notes to financial statements.

UNITED NEIGHBORHOOD HEALTH SERVICES, INC. D/B/A NEIGHBORHOOD HEALTHSTATEMENTS OF OPERATIONS AND CHANGE IN NET ASSETSFOR THE YEARS ENDED JANUARY 31, 2023 AND 2022

	<u>2023</u>	<u>2022</u>
REVENUES AND OTHER SUPPORT WITHOUT DONOR RESTRICTIONS		
HHS grants	\$ 14,369,862	\$ 13,034,513
Patient services	5,498,631	4,683,617
Contract services	2,263,128	1,504,426
Donated in-kind revenue	1,266,628	1,436,262
Contributions	134,375	189,781
Primary care safety net services	1,910,636	1,208,708
Accountable care organization payments	607,155	564,694
Other revenues	83,106	288,639
	<u>26,133,521</u>	<u>22,910,640</u>
TOTAL REVENUES AND OTHER SUPPORT WITHOUT DONOR RESTRICTIONS		
FUNCTIONAL EXPENSES		
Program services	20,697,008	18,380,154
Management and general	5,183,748	4,685,992
	<u>25,880,756</u>	<u>23,066,146</u>
TOTAL FUNCTIONAL EXPENSES		
INCOME (LOSS) FROM OPERATIONS	<u>252,765</u>	<u>(155,506)</u>
NON-OPERATING INCOME (EXPENSE)		
Grant income	63,956	725,735
Loss from insurance claims, net	-	(611,034)
Gain on debt extinguishment	-	2,038,300
Loss on disposal of assets	-	(197,255)
Other loss	-	(17,000)
	<u>63,956</u>	<u>1,938,746</u>
TOTAL NON-OPERATING INCOME (EXPENSE)		
CHANGE IN NET ASSETS	316,721	1,783,240
NET ASSETS - BEGINNING OF YEAR WITHOUT DONOR RESTRICTIONS	<u>20,260,549</u>	<u>18,477,309</u>
NET ASSETS - END OF YEAR WITHOUT DONOR RESTRICTIONS	<u>\$ 20,577,270</u>	<u>\$ 20,260,549</u>

See accompanying notes to financial statements.

UNITED NEIGHBORHOOD HEALTH SERVICES, INC. D/B/A NEIGHBORHOOD HEALTH

STATEMENTS OF FUNCTIONAL EXPENSES

FOR THE YEARS ENDED JANUARY 31, 2023 AND 2022

	2023			2022		
	Program Services	Management and General		Program Services	Management and General	
		Total	Total		Total	Total
Salaries and wages	\$11,059,004	\$ 3,242,049	\$ 14,301,053	\$ 9,986,710	\$ 2,927,696	\$ 12,914,406
Employee benefits	2,181,568	639,546	2,821,114	2,009,736	589,172	2,598,908
Total personnel expenses	13,240,572	3,881,595	17,122,167	11,996,446	3,516,868	15,513,314
Advertising and promotion costs	145,670	30,260	175,930	210,783	50,572	261,355
Consumable supplies	732,942	253,796	986,738	407,880	141,237	549,117
Depreciation and amortization	536,397	111,425	647,822	491,051	117,816	608,867
Dues and subscriptions	176,463	41,878	218,341	145,287	42,592	187,879
Equipment and rental	131,881	27,396	159,277	45,472	10,910	56,382
Healthcare consultants and other contractual services	1,056,863	217,658	1,274,521	692,814	162,865	855,679
Insurance	70,639	16,764	87,403	44,547	13,060	57,607
Information technology	853,075	177,209	1,030,284	732,683	175,790	908,473
Laboratory	604,602	-	604,602	658,967	-	658,967
Occupancy	417,473	86,721	504,194	431,161	103,447	534,608
Other	151,514	31,474	182,988	209,044	50,155	259,199
Pharmaceutical drugs	1,353,015	-	1,353,015	1,260,348	-	1,260,348
Printing, postage and publications	91,209	21,646	112,855	98,910	28,996	127,906
Professional services	276,553	93,044	369,597	344,472	115,895	460,367
Radiology	1,568	-	1,568	10,468	-	10,468
Repairs and maintenance	132,715	27,569	160,284	138,174	33,152	171,326
Staff training	139,339	33,067	172,406	105,455	30,915	136,370
Telephone	328,686	78,003	406,689	102,318	29,996	132,314
Travel, conferences and meetings	37,166	8,820	45,986	15,307	4,488	19,795
Utilities	218,666	45,423	264,089	238,567	57,238	295,805
Total other operating expenses	7,456,436	1,302,153	8,758,589	6,383,708	1,169,124	7,552,832
TOTAL EXPENSES	\$20,697,008	\$ 5,183,748	\$ 25,880,756	\$ 18,380,154	\$ 4,685,992	\$ 23,066,146

See accompanying notes to financial statements.

UNITED NEIGHBORHOOD HEALTH SERVICES, INC. D/B/A NEIGHBORHOOD HEALTH

STATEMENTS OF CASH FLOWS

FOR THE YEARS ENDED JANUARY 31, 2023 AND 2022

	<u>2023</u>	<u>2022</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Receipts from HHS grants	\$ 14,369,862	\$ 13,034,513
Receipts from and on behalf of patients	7,183,614	5,809,523
Receipts from contract services	1,733,078	1,565,177
Receipts from other revenue	663,578	1,277,974
Receipts from contributions	134,375	189,781
Payments to suppliers and contractors	(6,858,057)	(5,156,897)
Payments to or on behalf of employees	<u>(17,033,430)</u>	<u>(15,428,274)</u>
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>\$ 193,020</u>	<u>\$ 1,291,797</u>
INVESTING ACTIVITIES		
Purchases of property and equipment	<u>(2,092,514)</u>	<u>(1,261,632)</u>
NET CASH USED IN INVESTING ACTIVITIES	<u>(2,092,514)</u>	<u>(1,261,632)</u>
FINANCING ACTIVITIES		
Proceeds from insurance claims	<u>392,107</u>	<u>1,323,976</u>
NET CASH PROVIDED BY FINANCING ACTIVITIES	<u>392,107</u>	<u>1,323,976</u>
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	(1,507,387)	1,354,141
CASH AND CASH EQUIVALENTS - BEGINNING OF YEAR	<u>9,843,544</u>	<u>8,489,403</u>
CASH AND CASH EQUIVALENTS - END OF YEAR	<u>\$ 8,336,157</u>	<u>\$ 9,843,544</u>
CASH PAID FOR:		
Operating leases	<u>\$ 105,520</u>	<u>\$ -</u>
NONCASH OPERATING ACTIVITIES:		
ROU assets obtained in exchange for operating lease liabilities	<u>\$ 425,869</u>	<u>\$ -</u>
In-kind contributions and expenses	<u>\$ 1,266,628</u>	<u>\$ 1,436,262</u>

See accompanying notes to financial statements.

UNITED NEIGHBORHOOD HEALTH SERVICES, INC. D/B/A NEIGHBORHOOD HEALTHSTATEMENTS OF CASH FLOWS (CONTINUED)FOR THE YEARS ENDED JANUARY 31, 2023 AND 2022

	<u>2023</u>	<u>2022</u>
OPERATING ACTIVITIES		
Change in net assets	\$ 316,721	\$ 1,783,240
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Gain on debt extinguishment	-	(2,038,300)
Recognition of conditional grant income	(63,956)	-
Depreciation and amortization expense	647,822	608,867
Loss from insurance claims, net	-	611,034
Loss on disposal of assets	-	197,255
(Increase) decrease in:		
Patient accounts receivable	(137,600)	(143,730)
Grants receivable	(26,683)	(284,094)
Other receivables	(530,050)	60,751
Contracts receivable	(123,889)	62,327
Prepaid expenses and other current assets	(91,148)	27,114
Operating lease, right-of-use assets	99,469	-
Increase (decrease) in:		
Accounts payable	106,915	313,189
Patients' refunds payable	38,586	12,399
Accrued expenses	(30,845)	10,503
Accrued compensation	88,737	85,040
Deferred grant revenue	(2,750)	(13,798)
Operating lease liabilities	(98,309)	-
TOTAL ADJUSTMENTS	<u>(123,701)</u>	<u>(491,443)</u>
NET CASH PROVIDED BY OPERATIONS ACTIVITIES	<u>\$ 193,020</u>	<u>\$ 1,291,797</u>

See accompanying notes to financial statements.

UNITED NEIGHBORHOOD HEALTH SERVICES, INC. D/B/A NEIGHBORHOOD HEALTH

NOTES TO THE FINANCIAL STATEMENTS

JANUARY 31, 2023 AND 2022

NOTE 1 - NATURE OF OPERATIONS

United Neighborhood Health Services, Inc. d/b/a Neighborhood Health (the "Center") is a not-for-profit corporation that operates Federally Qualified Health Centers ("FQHC") located in the State of Tennessee in Davidson, Trousdale and Wilson counties. The Center provides a broad range of primary health care services to a largely medically underserved population.

The U.S. Department of Health and Human Services (the "HHS") provides substantial support to the Center. The Center is obligated under the terms of the HHS grants to comply with specified conditions and program requirements set forth by the grantor.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The accompanying financial statements have been prepared on the accrual basis of accounting in conformity with accounting principles generally accepted in the United States of America ("GAAP").

Use of Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. These estimates and assumptions are based on management's best estimates and judgment. Management evaluates its estimates and assumptions on an ongoing basis using historical experience and other factors, including the current economic environment. Management adjusts such estimates and assumptions when facts and circumstances dictate. As future events and their effects cannot be determined with precision, actual results could differ significantly from these estimates. Changes in those estimates resulting from continuing changes in the economic environment will be reflected in the financial statements in future periods.

In particular, laws and regulations governing the Medicare and Medicaid programs are extremely complex and subject to interpretation. As a result, there is at least a reasonable possibility that recorded estimates related to these programs will change by a material amount in the near term.

Revenue Recognition

Patient Services

Patient service revenue is reported at the amount that reflects the consideration to which the Center expects to be entitled in exchange for providing patient care to patients, third-party payors and others for services rendered and include estimated retroactive revenue adjustments due to future audits, reviews and investigations. Retroactive adjustments are considered in the recognition of revenue on an estimated basis in the period the related services are rendered, and such amounts are adjusted in future periods as adjustments become known or as years are no longer subject to such audits, reviews and investigations. Revenue is recognized as the performance obligations are satisfied.

UNITED NEIGHBORHOOD HEALTH SERVICES, INC. D/B/A NEIGHBORHOOD HEALTHNOTES TO THE FINANCIAL STATEMENTS (CONTINUED)JANUARY 31, 2023 AND 2022

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Revenue Recognition (Continued)*Patient Services (Continued)*

Performance obligations are determined based on the nature of the services provided by the Center. Revenue for performance obligations satisfied over time is recognized based on actual charges incurred in relation to total expected (or actual) charges. The Center believes that this method provides an accurate depiction of the transfer of services over the term of the performance obligation based on the inputs needed to satisfy the obligation. Generally, performance obligations satisfied over time relate to patients receiving care. The Center measures the performance obligation from commencement of service to the point when it is no longer required to provide services to the patient.

Performance obligations are determined based on the nature of the services provided by the Center. Revenue for performance obligations satisfied over time is recognized based on actual charges incurred in relation to total expected (or actual) charges. The Center believes that this method provides an accurate depiction of the transfer of services over the term of the performance obligation based on the inputs needed to satisfy the obligation. Generally, performance obligations satisfied over time relate to patients receiving care. The Center measures the performance obligation from commencement of service to the point when it is no longer required to provide services to the patient.

The Center determines the transaction price based on standard charges for goods and services provided, reduced by contractual adjustments provided to third-party payors, discounts provided to uninsured patients in accordance with the Center's policy, or implicit price concessions provided to uninsured patients. The Center determines its estimates of contractual adjustments and discounts based on contractual agreements, its discount policies, and historical experience. The Center determines its estimate of implicit price concessions based on its historical collection experience with each class of patients.

Medicare and Medicaid

Medicare and Medicaid revenue are reimbursed to the Center at reimbursement rates determined for each program. Reimbursement rates are subject to revisions under the provisions of reimbursement regulations. Adjustments for such revisions are recognized in the fiscal year in which the revisions are made.

TennCare Managed Care Wraparound Payments

The State of Tennessee provides additional payments to community health clinics to subsidize the cost of care to TennCare recipients above the payment amount made by the managed care Centers. The Center received \$1,775,441 and \$1,617,594 for the years ended January 31, 2023 and 2022, respectively, and is included within patient services on the statements of operations and change in net assets. At January 31, 2023 and 2022 the Center had an outstanding receivable for the program of \$1,116,531 and \$586,622, which is included in other receivables on the statements of financial position.

UNITED NEIGHBORHOOD HEALTH SERVICES, INC. D/B/A NEIGHBORHOOD HEALTHNOTES TO THE FINANCIAL STATEMENTS (CONTINUED)JANUARY 31, 2023 AND 2022

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Revenue Recognition (Continued)*Grants*

Revenue from government grants and contract agreements, which are generally considered non-exchange transaction with conditions, are recognized when qualifying expenditures are incurred and conditions under the agreements are met. Payments received in advance of conditions being met are recorded as deferred revenue on the statements of financial position. Grants receivable are recorded when conditions have been satisfied but the payment has not yet been received. Deferred grant revenue at January 31, 2023 and 2022 was \$52,250 and \$118,956, respectively.

Other

The Center also enters into payment agreements with certain commercial insurance carriers, health maintenance companies, and preferred provider companies. The basis for payment to the entities under these agreements include discounts from established charges and prospectively-determined daily rates. Settlements with third-party payors for retroactive revenue adjustments due to audits, reviews or investigations are considered variable consideration and are included in the determination of the estimated transaction price for providing patient care. These settlements are estimated based on the terms of the payment agreement with the payor, correspondence from the payor and the Center's historical settlement activity. Estimated settlements are adjusted in future periods as adjustments become known (that is, new information becomes available), or as years are settled or are no longer subject to such audits, reviews and investigations.

Consistent with the Center's mission, care is provided to patients regardless of their ability to pay. Therefore, the Center has determined it has provided implicit price concessions to uninsured and underinsured patients. The implicit price concessions included in estimating the transaction price represents the difference between amounts billed to patients and the amounts the Center expects to collect based on its collection history with those patients.

Generally, patients who are covered by third-party payors are responsible for related deductibles and coinsurance, which vary in amount. The Center also provides services to uninsured patients and offers those uninsured patients a discount, either by policy or law, from standard charges. The Center estimates the transaction price for patients with deductibles and coinsurance and from those who are uninsured based on historical experience and current market conditions. The initial estimate of the transaction price is determined by reducing the standard charge by any contractual adjustments, discounts, and implicit price concessions based on historical collection experience. Subsequent changes to the estimate of the transaction price are generally recorded as adjustments to patient service revenue in the period of the change. Subsequent changes that are determined to be the result of an adverse change in the patient's ability to pay are recorded as implicit price concessions.

UNITED NEIGHBORHOOD HEALTH SERVICES, INC. D/B/A NEIGHBORHOOD HEALTH

NOTES TO THE FINANCIAL STATEMENTS (CONTINUED)

JANUARY 31, 2023 AND 2022

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Revenue Recognition (Continued)

Other (Continued)

The Center has determined that the nature, amount, timing, and uncertainty of revenue and cash flows are affected by the following factors:

- Payors (for example, Medicare, Medicaid, other insurance, or patient) have different reimbursement and payment methodologies
- Length of the patient's service or episode of care
- Method of reimbursement

Contributions

Contributions are classified based on the existence or absence of donor-imposed restrictions. Accordingly, net assets and changes therein are classified and reported as net assets with donor restrictions and net assets without donor restrictions. Net assets without donor restrictions are not subject to donor-imposed stipulations. Net assets with donor restrictions are subject to donor-imposed stipulations. Donor-restricted contributions whose restrictions expire during the same fiscal year are recognized as revenue without donor restriction, which require the Center to provide specific services and, if not, the contribution is reported as a net asset with donor restriction until the specific services have been provided. There were no net assets with donor restrictions at January 31, 2023 or 2022.

Donated In-Kind Revenue

Donated goods are recorded as revenue and either an asset or expense in the period received at fair value if there is an objective and measurable basis for determining such value.

Donated services are recognized if they create or enhance non-financial assets or the donated service requires specialized skills, was performed by the donor who possesses such skills, and would have been purchased by the Center if not provided by the donor. Such services are recognized at fair value as revenue and expense in the period the services are performed.

Cash and Cash Equivalents

Cash and cash equivalents include all highly liquid investments with a maturity of three months or less when originally purchased, excluding amounts limited as to use, to be cash equivalents. Cash and cash equivalents consist of deposit accounts with financial institutions and cash deposits with a financial services company.

UNITED NEIGHBORHOOD HEALTH SERVICES, INC. D/B/A NEIGHBORHOOD HEALTHNOTES TO THE FINANCIAL STATEMENTS (CONTINUED)JANUARY 31, 2023 AND 2022

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Patient Accounts Receivable

The Center reports patient accounts receivable for services rendered at net realizable amounts from third-party payors, patients and others. The Center has agreements with third-party payors that provide for payments at amounts different from its established rates. In valuing accounts receivables, management estimates contractual discounts from third party payors based on management's estimated reimbursement under agreements with those third-party payors. It is not the policy of the Center to place a patient on non-accrual basis. Patient accounts receivable due directly from patients have also been adjusted to fair value via estimated implicit price concessions to reflect the amount of consideration the Center expects to collect. The Center estimates implied price concessions based on a percentage of aged patient account balances and third-party payor receivables deemed to be uncollectible after all claims submission attempts have been exhausted or upon the expiration of the statutory contract terms with each payor. Accounts determined to be uncollectible are charged off against the allowance in the period of determination. Subsequent recoveries of previously charged off accounts are credited to the allowance in the period received.

The Center, like other health care providers, may be subject to investigations, regulatory action, lawsuits, and claims arising out of the conduct of its business, including the interpretation of laws and regulations governing the Medicare and Medicaid programs and other third-party payor agreements. At this time, no specific alleged violations, claims, or assessments are pending. Management intends to fully cooperate with any governmental agencies' requests for information. Noncompliance with laws and regulations can make the Center subject to regulatory action, including fines, penalties, and exclusion from the Medicare and Medicaid program.

Prepaid Expenses

Prepaid expenses are amortized over the estimated period of future benefit, generally on a straight-line basis. Prepaid expenses as of January 31, 2023 and 2022 were \$348,350 and \$265,656, respectively.

Property and Equipment

Property and equipment are recorded at cost. Donated assets are recorded at their estimated fair value in the statements of operations and change in net assets in the period donated. The Center capitalizes all purchases of property and equipment in excess of \$5,000.

UNITED NEIGHBORHOOD HEALTH SERVICES, INC. D/B/A NEIGHBORHOOD HEALTHNOTES TO THE FINANCIAL STATEMENTS (CONTINUED)JANUARY 31, 2023 AND 2022

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Property and Equipment (Continued)

Depreciation is recorded using accelerated and straight-line methods over the assets' estimated useful lives, except for leasehold improvements, which are depreciated over the shorter of their estimated useful lives or the respective lease term, as follows:

Land improvements	5 years
Buildings and improvements	15 to 40 years
Leasehold improvements	10 years or life of lease
Medical and dental equipment	5 years
Computer software	5 years
Automobiles	3 to 10 years
Furniture and equipment	5 years

Expenditures for maintenance and repairs are expensed when incurred. Expenditures for renewals or improvements are capitalized.

The Center reviews the carrying value of property and improvements for impairment whenever events and circumstances indicate that the carrying value of an asset may not be recoverable from the estimated future cash flows expected to result from its use and eventual disposition. In the event that facts and circumstances indicate that the carrying amount of an asset may not be recoverable, an evaluation of recoverability would be performed.

Leases

The Center made an accounting policy election available under Topic 842 not to recognize right-of-use ("ROU") assets and lease liabilities for leases with a term of 12 months or less. For all other leases, ROU assets and lease liabilities are measured based on the present value of future lease payments over the lease term at the commencement date of the lease. The ROU assets also include any initial direct costs incurred and lease payments made at or before the commencement date and are reduced by any lease incentives. To determine the present value of lease payments, the Center used the discount rate implicit in the lease agreement, if readily determinable. For leases in which the rate implicit in the lease agreement is not readily determinable, the Center made an accounting policy election available to non-public companies to utilize a risk-free borrowing rate, which is aligned with the lease term at the lease commencement date (or remaining term for leases existing upon the adoption of Topic 842).

Compensated Absences

The Center's policy is to compensate employees for unused, earned vacation leave. Accumulated vacation pay is accrued as of the statements of financial position date because it is payable upon termination of employment if certain conditions are met. Compensated absences as of January 31, 2023 and 2022 were \$483,049 and \$459,855, respectively, and are included in accrued compensation in the accompanying statements of financial position.

UNITED NEIGHBORHOOD HEALTH SERVICES, INC. D/B/A NEIGHBORHOOD HEALTHNOTES TO THE FINANCIAL STATEMENTS (CONTINUED)JANUARY 31, 2023 AND 2022

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Functional Expenses

Expenditures incurred in connection with the Center's operations and supporting services have been summarized on a functional basis in the statements of operations and change in net assets. The statements of functional expenses presents the natural classification detail of expenses by function. Accordingly, certain costs have been allocated among program and management and general. Salaries and benefits are allocated based on estimates of time and effort. Insurance, telephone, travel, conferences, meetings, dues and subscriptions, printing, postage, publications, and staff training are allocated based on a review of full-time equivalents. Consulting, repairs and maintenance, occupancy, depreciation and amortization, equipment rental and other expenses are allocated based on utilized square footage.

Operating Activity

The Center's primary purpose is to provide healthcare services through its acute care facilities. As such, activities related to the ongoing operations of the Center are classified as operating revenues. Operating revenues include those generated from direct patient care, related support services and miscellaneous revenues related to the operations of the Center. In addition, contributions that are used to support health-related activities are reported as operating revenue.

Income Taxes

The Center is exempt from federal income taxes under the provisions of Internal Revenue Code Section 501(c)(3), and, accordingly, no provision for income taxes is included in the financial statements. However, certain activity of the Center may be subject to unrelated business income tax.

Management performs an evaluation of all income tax positions taken or expected to be taken in the course of preparing the Center'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. The Center does not have any uncertain tax positions and did not record any penalties or interest associated with uncertain tax positions as of January 31, 2023 or 2022.

Advertising and Promotion Costs

Advertising and promotion costs are expensed as incurred.

UNITED NEIGHBORHOOD HEALTH SERVICES, INC. D/B/A NEIGHBORHOOD HEALTHNOTES TO THE FINANCIAL STATEMENTS (CONTINUED)JANUARY 31, 2023 AND 2022

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Grants

At January 31, 2023 and 2022, the Center has been approved for conditional grants and contracts from governmental and not-for-profit entities in the aggregate amounts of \$8,023,940 and \$11,403,238, respectively, which have not been recorded in these financial statements. These grant contracts require the Center to provide certain healthcare services during specified periods. If such services are not provided during the periods, the grantors are not obligated to expend the funds allotted under the grant contracts.

During the years ended January 31, 2023 and 2022, the Center received \$0 and \$804,111, respectively, from Department of Health and Human Services ("HHS") Provider Relief Funds and other programs. During the years ended January 31, 2023 and 2022, the Center expended \$63,956 and \$725,735, respectively, of the funds received which is reported in non-operating income.

By a letter dated May 5, 2023, the Center's application for a grant from the State of Tennessee Department of Health in the amount of \$1,890,500 was approved. The funding is not guaranteed until the Center receives a fully executed grant contract, which management believes will occur during the year ended January 31, 2024.

New Accounting Pronouncement

In September 2020, the Financial Accounting Standards Board ("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 the Center beginning February 1, 2022, and did not result in a change to the financial statements.

Reclassifications

Certain amounts in the prior year financial statements have been reclassified for comparative purposes to conform with the presentation in the current year financial statements. Such reclassifications had no effect on the results of operations or change in net assets as previously reported.

Events Occurring After Report Date

In preparing these financial statements, the Center has evaluated events and transactions for potential recognition or disclosure through July 31, 2023, the date the financial statements were available to be issued.

UNITED NEIGHBORHOOD HEALTH SERVICES, INC. D/B/A NEIGHBORHOOD HEALTHNOTES TO THE FINANCIAL STATEMENTS (CONTINUED)JANUARY 31, 2023 AND 2022

NOTE 3 - CHANGE IN ACCOUNTING PRINCIPLE

In February 2016, the Financial Accounting Standards Board issued Accounting Standards Update Topic 842, *Leases*, to increase transparency and comparability among organizations related to their leasing arrangements. The update requires lessees to recognize most leases on their statements of financial position as a ROU asset representing the right to use an underlying asset and a lease liability representing the obligation to make lease payments over the lease term, measured on a discounted basis. Topic 842 also requires additional disclosure of key quantitative and qualitative information for leasing arrangements. Similar to the previous lease guidance, the update retains a distinction between finance leases (similar to capital leases in Topic 840, *Leases*) and operating leases, with classification affecting the pattern of expense recognition in the statements of operations and change in net assets.

The Center adopted Topic 842 on February 1, 2022, using the optional transition method to the modified retrospective approach, which eliminates the requirement to restate the prior-period financial statements. Under this transition provision, the Center has applied Topic 842 to reporting periods beginning on February 1, 2022, while prior periods continue to be reported and disclosed in accordance with the Center's historical accounting treatment under ASC Topic 840, *Leases*.

The Center elected the "package of practical expedients" under the transition guidance within Topic 842, in which the Company does not reassess (1) the historical lease classification, (2) whether any existing contracts at transition are or contain leases, or (3) the initial direct costs for any existing leases.

The Center determines if an arrangement is or contains a lease at inception, which is the date on which the terms of the contract are agreed to, and the agreement creates enforceable rights and obligations. A contract is or contains a lease when (i) explicitly or implicitly identified assets have been deployed in the contract and (ii) the Center obtains substantially all of the economic benefits from the use of that underlying asset and directs how and for what purpose the asset is used during the term of the contract. The Center also considers whether its service arrangements include the right to control the use of an asset.

Adoption of Topic 842 resulted in the recording of additional ROU assets and lease liabilities related to the Center's operating leases of \$425,869, at February 1, 2022. The adoption of the new lease standard did not materially impact the change in net assets or cash flows and did not result in a cumulative-effect adjustment to the opening balance of net assets.

UNITED NEIGHBORHOOD HEALTH SERVICES, INC. D/B/A NEIGHBORHOOD HEALTHNOTES TO THE FINANCIAL STATEMENTS (CONTINUED)JANUARY 31, 2023 AND 2022

NOTE 4 - CONTRACT BALANCES

Patient accounts receivable from contracts with customers consisted of the following as of January 31, 2023 and 2022:

	<u>2023</u>	<u>2022</u>
Beginning of year	\$ 582,848	\$ 439,118
End of year	<u>\$ 720,448</u>	<u>\$ 582,848</u>

At January 31, 2023 and 2022 estimated implicit price concessions of \$528,728 and \$537,500 have been recorded as reductions to patient accounts receivable for patient service revenues and the related accounts receivable to be recorded at the estimated amounts the Center expects to collect.

NOTE 5 - LIQUIDITY AND AVAILABILITY

Financial assets available for general expenditures, that is, without donor or other restrictions limiting their use, within one year of the statements of financial position date consist of the following as of January 31:

	<u>2023</u>	<u>2022</u>
Cash and cash equivalents	\$ 8,336,157	\$ 9,843,544
Patient accounts receivable	720,448	582,848
Grants receivable	1,461,982	1,435,299
Other receivables	1,122,527	592,477
Contracts receivable	407,802	283,913
Insurance receivable	<u>107,893</u>	<u>500,000</u>
	<u>\$ 12,156,809</u>	<u>\$ 13,238,081</u>

As part of the Center's liquidity management, it has a policy to structure its financial assets to be available as its general expenditures, liabilities, and other obligations come due. In addition, the Center has a policy to maintain a balance of cash to meet 45 days of operating expenses. At January 31, 2023 and 2022, the board of directors had designated \$3,665,097 and \$2,638,706, respectively, of the cash and cash equivalents above as an emergency reserve. Although the Center does not intend to spend from board designated emergency reserve, these amounts could be made available if necessary.

UNITED NEIGHBORHOOD HEALTH SERVICES, INC. D/B/A NEIGHBORHOOD HEALTHNOTES TO THE FINANCIAL STATEMENTS (CONTINUED)JANUARY 31, 2023 AND 2022

NOTE 6 - DONATED IN-KIND REVENUE

The Center occupies four facilities that are separately owned by the Metropolitan Development Housing Agency, HCA Health Services of Tennessee, Inc., Nashville Rescue Mission and Nashville CARES. Donated space is recorded at fair value of the space donated. For the years ended January 31, 2023 and 2022, donated space amounted to \$187,800 and \$183,537, respectively, and the offsetting expense is included in occupancy expense on the statements of functional expenses.

The Center receives donated vaccines during the year. Donated vaccines are recorded at the fair market value of the vaccines that were received. For the years ended January 31, 2023 and 2022, vaccines contributed to the Center amounted to \$809,625 and \$798,432, respectively, and the offsetting expense is included in pharmaceuticals on the statements of functional expenses.

The Center receives an in-kind donation of lab services for its indigent patients from the lab supplier through waiver of fees for certain patients who qualify. For the years ended January 31, 2023 and 2022, lab services contributed to the Center amounted to \$269,203 and \$454,293, respectively, and the offsetting expense is included in laboratory on the statements of functional expenses.

NOTE 7 - DISAGGREGATION OF REVENUE

The Center disaggregates its revenue from contracts with customers by payor source, as the Center believes it best depicts how the nature, amount, timing and uncertainty of its revenue and cash flows are affected by economic factors. Patient service revenue for the years ended January 31, 2023 and 2022 is as follows:

	<u>2023</u>	<u>Ratio</u>		<u>2022</u>	<u>Ratio</u>
Medicare	\$ 391,636	7.12 %		\$ 342,109	7.30 %
TennCare managed care	1,424,243	19.70		1,213,281	18.43
Other insurance	1,082,860	47.28		862,707	48.37
Self-pay patients	<u>2,599,892</u>	<u>25.90</u>		<u>2,265,520</u>	<u>25.90</u>
Total	<u>\$ 5,498,631</u>	<u>100.00 %</u>		<u>\$ 4,683,617</u>	<u>100.00 %</u>

UNITED NEIGHBORHOOD HEALTH SERVICES, INC. D/B/A NEIGHBORHOOD HEALTHNOTES TO THE FINANCIAL STATEMENTS (CONTINUED)JANUARY 31, 2023 AND 2022

NOTE 8 - U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES OPERATING GRANTS

For the year ended January 31, 2023 and 2022, the Center received the following grants from the HHS:

<u>2023</u>			
<u>Grant Number</u>	<u>Grant Period</u>	<u>Total Grant Awarded</u>	<u>Operating Revenue</u>
H80CS00394	02/01/22 - 01/31/23	\$ 9,818,973	\$ 9,818,973
H8FCS40508	04/01/21 - 03/31/23	9,077,750	4,456,876
C8ECS44614	09/15/21 - 09/14/24	<u>842,232</u>	<u>94,013</u>
		<u>\$19,738,955</u>	<u>\$14,369,862</u>
<u>2022</u>			
<u>Grant Number</u>	<u>Grant Period</u>	<u>Total Grant Awarded</u>	<u>Operating Revenue</u>
H80CS00394	02/01/21 - 01/31/22	\$10,692,081	\$10,692,081
H8ECS38129	05/01/20 - 04/30/22	565,009	387,649
C8ECS44614	09/15/21 - 09/14/24	842,232	219,642
H8FCS40508	04/01/21 - 03/31/23	<u>9,012,250</u>	<u>1,735,141</u>
		<u>\$21,111,572</u>	<u>\$13,034,513</u>

As of January 31, 2023 and 2022, the Center had outstanding receivables from HHS of \$889,285 and \$572,666, respectively, and is included in grant receivables on the statements of financial position.

UNITED NEIGHBORHOOD HEALTH SERVICES, INC. D/B/A NEIGHBORHOOD HEALTHNOTES TO THE FINANCIAL STATEMENTS (CONTINUED)JANUARY 31, 2023 AND 2022

NOTE 9 - PROPERTY AND EQUIPMENT

Property and equipment at January 31, 2023 and 2022 was as follows:

	<u>2023</u>	<u>2022</u>
Land and land improvements	\$ 1,218,743	\$ 1,218,743
Buildings and improvements	12,275,536	10,097,775
Leasehold improvements	681,693	681,693
Medical and dental equipment	803,621	788,691
Computer software	1,154,843	1,154,843
Automobiles	367,796	367,796
Furniture and equipment	437,850	437,850
Construction in progress	<u>1,499,261</u>	<u>1,599,437</u>
	18,439,343	16,346,828
Less: accumulated depreciation	<u>(8,654,531)</u>	<u>(8,006,708)</u>
	<u>\$ 9,784,812</u>	<u>\$ 8,340,120</u>

Construction in-progress consists of costs to improve buildings and are estimated to be completed primarily during the year ended January 31, 2024. Total commitments on construction as of January 31, 2023 are approximately \$270,000.

In the event the HHS grants are terminated, HHS reserves the right to transfer all property and equipment purchased with grant funds to the Public Health Services.

NOTE 10 - EMPLOYEE BENEFIT PLANS

The Center sponsors a 403(b) defined-contribution plan covering substantially all employees. Employees may make contributions to the plan which are limited to a maximum annual amount as set periodically by the Internal Revenue Service. All employee contributions vest immediately. The Center is permitted to make non-elective contributions but has not made any such contributions as of January 31, 2023 and 2022. Employer matching contributions amounted to \$260,510 and \$208,067 for the years ended January 31, 2023 and 2022, respectively, and are included in employee benefits expense on the statements of functional expenses.

UNITED NEIGHBORHOOD HEALTH SERVICES, INC. D/B/A NEIGHBORHOOD HEALTHNOTES TO THE FINANCIAL STATEMENTS (CONTINUED)JANUARY 31, 2023 AND 2022

NOTE 11 - LEASES

The Center leases space under cancelable operating lease agreements that have initial terms ranging from 1 to 21 years. Some leases include one or more options to renew, generally at the Center's sole discretion, with renewal terms that can extend the lease term up to 1 year. In addition, the leases contain termination options, where the rights to terminate are held by either the Center, the lessor or both parties. These option to extend/terminate the leases are included in the lease terms when it is reasonably certain that the Center will exercise that option. The Center's operating leases generally do not contain any material restrictive covenants or residual value guarantees. Operating lease cost is recognized on a straight-line basis over the lease term.

The components of lease expense are as follows for the year ended January 31, 2023:

Operating lease cost	\$ 88,158
Short-term lease cost	<u>18,523</u>
Total lease cost	<u>\$ 106,681</u>

Total rent expense for various short term operating leases and cancelable leases of space and medical equipment was \$138,232 for the year ended January 31, 2022, and is included in occupancy expense on the statements of functional expenses.

See Note 6 for additional information regarding donated rent.

Additional information related to leases is as follows as of January 31, 2023:

Operating leases:	
Operating leases, right-of-use assets	<u>\$ 326,400</u>
Current maturities of operating lease liabilities	\$ 72,431
Operating lease liabilities, non-current	<u>255,129</u>
Total operating lease liabilities	<u>\$ 327,560</u>

Weighted-average remaining lease term:

Operating leases	4.79 years
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Weighted-average discount rate:

Operating leases	4.08%
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UNITED NEIGHBORHOOD HEALTH SERVICES, INC. D/B/A NEIGHBORHOOD HEALTHNOTES TO THE FINANCIAL STATEMENTS (CONTINUED)JANUARY 31, 2023 AND 2022

NOTE 11 - LEASES (CONTINUED)

Future undiscounted cash flows and a reconciliation to the lease liabilities recognized on the statement of financial position are as follows as of January 31, 2023:

<u>Year ending January 31:</u>	<u>Operating Leases</u>
2024	\$ 83,997
2025	70,444
2026	72,557
2027	74,734
2028	57,302
Thereafter	<u>-</u>
Total lease payments	359,034
Less imputed interest	<u>(31,474)</u>
Total present value of lease liabilities	<u>\$ 327,560</u>

NOTE 12 - COMMITMENTS AND CONTINGENT LIABILITIES

The Center has contracted with various funding agencies to perform certain healthcare services and receives Medicare and other revenue from the federal government. Reimbursements received under these contracts and payments under Medicare are subject to audit by federal and state governments and other agencies. Upon audit, if discrepancies are discovered, the Center could be held responsible for reimbursing the agencies for the amounts in question.

Legal Proceedings

The Center is party to various legal proceedings arising in the ordinary course of business. Management is unaware of any liabilities arising from such proceedings that would exceed the insurance coverage as of January 31, 2023.

UNITED NEIGHBORHOOD HEALTH SERVICES, INC. D/B/A NEIGHBORHOOD HEALTHNOTES TO THE FINANCIAL STATEMENTS (CONTINUED)JANUARY 31, 2023 AND 2022

NOTE 12 - COMMITMENTS AND CONTINGENT LIABILITIES (CONTINUED)

Healthcare Industry

The delivery of personal and health care services entails an inherent risk of liability. Participants in the health care services industry have become subject to an increasing number of lawsuits alleging negligence or related legal theories, many of which involve large claims and result in the incurrence of significant exposure and defense costs. The Center and its subsidiaries are insured with respect to medical malpractice risk on a claims-made basis. The Center also maintains insurance for general liability, director and officer liability and property. Certain policies are subject to deductibles. Management is not aware of any claims against it or its subsidiaries which would have a material financial impact.

The health care industry is subject to numerous laws and regulations of federal, state and local governments. These laws and regulations include, but are not necessarily limited to, matters such as licensure, accreditation, government health care program participation requirements, reimbursement for patient services, and Medicare and Medicaid fraud and abuse. Recently, government activity has increased with respect to investigations and/or allegations concerning possible violations of fraud and abuse statutes and/or regulations by health care providers.

Violations of these laws and regulations could result in expulsion from government health care programs together with the imposition of significant fines and penalties, as well as repayments for patient services previously billed. Management believes that the Center is currently in compliance with fraud and abuse statutes, as well as other applicable government laws and regulations.

Tornado

On March 3, 2020, the Center lost one of its largest medical and dental clinics as a result of a tornado. The Center received approximately \$392,000 and \$1,323,000 of insurance proceeds related to the loss during the years ended January 31, 2023 and 2022, respectively. Renovations to fix the damage were completed in the year ending January 31, 2024. Additional insurance proceeds of approximately \$108,000 are expected to be received for reconstruction costs in the year ending January 31, 2024, as the Center completes the renovations and is recorded as a receivable at January 31, 2023.

UNITED NEIGHBORHOOD HEALTH SERVICES, INC. D/B/A NEIGHBORHOOD HEALTHNOTES TO THE FINANCIAL STATEMENTS (CONTINUED)JANUARY 31, 2023 AND 2022

NOTE 12 - COMMITMENTS AND CONTINGENT LIABILITIES (CONTINUED)

COVID-19

On March 27, 2020, the Coronavirus Aid, Relief, and Economic Security ("CARES") Act was signed into law. The CARES Act provides an economic relief package to many businesses in the US as a direct response to the adverse impacts of COVID-19. Additionally, the CARES Act provided for HHS to distribute funds from the Public Health and Social Services Emergency Fund ("Provider Relief Fund") and American Rescue Plan Rural Distribution ("ARP") to healthcare providers. PRF funds were distributed to healthcare providers that billed Medicare in 2019 and provided treatment to individuals with possible or actual cases of COVID-19 during 2020, amongst other various certifications required in the Act. ARP funds were distributed to healthcare providers who have served rural Medicaid, Children's Health Insurance Program and Medicare beneficiaries from January 1, 2019 to September 30, 2020. The funds are distributed in multiple stages and are grant funds, not loans, to healthcare providers, and may not need to be repaid if the conditional terms for the uses of those funds are met. Within 30 days of receiving the payment, providers must sign an attestation confirming receipt of the funds and agreeing to the terms and conditions of payment. The terms and conditions governing the Provider Relief Fund and ARP payments are complex and subject to interpretation and change. If the Center is unable to attest to or comply with current or future terms and conditions, the Center's ability to retain some or all of the distributions received may be affected. Provider Relief Fund and ARP payments are subject to government oversight, including potential audits. Generally, providers are required to retain documentation for three years from the date of the final HHS expenditure report. The Center must report the use of these funds subject to the established reporting portal deadlines determined by HHS based on the funds period of availability, which is based on payment date. As of January 31, 2023, the Center has received approximately \$1,260,000 of PRF and ARP payments. The Center recognized grant income of approximately \$64,000 and \$740,000 for PRF and ARP payments, for the years ended January 31, 2023 and 2022, respectively. The remaining funds were recognized as grant income in prior years. As of March 2023, the Center has reported the complete expenditure of all its PRF and ARP funds. See Note 2.

NOTE 13 - CREDIT RISK AND OTHER CONCENTRATIONS

Financial instruments that potentially subject the Center to concentrations of credit risk are cash and accounts receivable. The Center's policy is to place cash in highly-rated financial institutions. The Center grants credit without collateral to its patient most of who are insured under third-party payor agreements.

Cash Deposits

The Center maintains cash balances at financial institutions whose accounts are insured by the Federal Deposit Insurance Corporation ("FDIC") up to statutory limits. The Center's cash balances may, at times, exceed statutory limits. The Center has not experienced any losses in such accounts, and management considers this to be a normal business risk. At January 31, 2023 and 2022, deposits exceeded the federally insured limits by approximately \$5,058,000 and \$6,157,000, respectively.

UNITED NEIGHBORHOOD HEALTH SERVICES, INC. D/B/A NEIGHBORHOOD HEALTHNOTES TO THE FINANCIAL STATEMENTS (CONTINUED)JANUARY 31, 2023 AND 2022

NOTE 13 - CREDIT RISK AND OTHER CONCENTRATIONS (CONTINUED)

Payor Mix of Patient Accounts Receivable

Concentration of credit risk relating to patient accounts receivable is limited to some extent by the diversity and number of patients and payors. The mix of accounts receivable from patients, third party payors and others as of January 31, 2023 and 2022 is as follows:

	<u>2023</u>		<u>2022</u>
Medicare	15	%	15
TennCare managed care	33		33
Other insurance	31		28
Self-pay patients	<u>21</u>		<u>24</u>
Total	<u>100</u>	%	<u>100</u>

In addition to patient accounts receivable, a significant portion of the Center's outstanding receivables as of January 31, 2023 and 2022 are from governmental agencies, as such, management believes it represents negligible credit risk.

NOTE 14 - MEDICAL MALPRACTICE INSURANCE

The Center maintains medical malpractice coverage, through an insurer, that complies with the Federal Tort Claims Act ("FTCA"). FTCA limits malpractice awards to eligible PHS-supported programs and applies to the Center and its employees while providing services within the scope of their responsibilities under grant-related activities.

The Attorney General, through the U.S. Department of Justice, has the responsibility for the defense of the individual and/or grantee for malpractice cases approved for FTCA coverage.

ADDITIONAL INFORMATION

UNITED NEIGHBORHOOD HEALTH SERVICES, INC. D/B/A NEIGHBORHOOD HEALTH

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

FOR THE YEAR ENDED JANUARY 31, 2023

Federal Grantor/Pass-through Grantor/Program Title	Assistance Listing Number	Contract/grant Number	Beginning Receivable	Cash Receipts	Expenditures	Ending Receivable
Direct programs:						
U.S. Department of Health and Human Services:						
Health Center Program	93.224 ⁽¹⁾	H80CS00394	\$ 572,666	\$ 9,848,280	\$ 9,818,973	\$ 543,359
Health Center Program	93.224 - COVID-19 ⁽¹⁾	H8FCS40508	-	4,110,950	4,456,876	345,926
Grants for Capital Development in Health Centers	93.526	C8ECS44614	-	94,013	94,013	-
Provider Relief Fund and American Rescue Plan Rural Distribution	93.498 - COVID-19 ⁽¹⁾	N/A	-	804,111	804,111	-
Total Direct Programs			572,666	14,857,354	15,173,973	889,285
Passed through Tennessee Department of Health:						
Cancer and Control Programs for State, Territorial and Tribal Organizations	93.898	34347-70323	2,352	11,385	16,512	7,479
Cancer and Control Programs for State, Territorial and Tribal Organizations	93.898	34347-87423	-	9,309	17,078	7,769
HIV Care Formula Grants	93.917	GR-22-74470	81,509	373,091	410,615	119,033
Activities to Support State, Tribal, Local and Territorial (STLT) Health Department Response to Public Health or Healthcare Crises	93.391 - COVID-19	34352-87621	-	110,903	204,206	93,303
Epidemiology and Laboratory Capacity for Infectious Diseases (ELC)	93.323 - COVID-19	34349-58122	-	154,165	200,073	45,908
Passed through Tennessee Department of Mental Health and Substance Abuse Services:						
Block Grants for Prevention and Treatment of Substance Abuse	93.959	DGA74098_2022-2023_035	7,656	130,977	138,023	14,702

(continued on next page)

See accompanying notes to schedules of expenditures of federal and state awards.

UNITED NEIGHBORHOOD HEALTH SERVICES, INC. D/B/A NEIGHBORHOOD HEALTH

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

FOR THE YEAR ENDED JANUARY 31, 2023

Federal Grantor/Pass-through Grantor/Program Title	Assistance Listing Number	Contract/grant Number	Beginning Receivable	Cash Receipts	Expenditures	Ending Receivable
Passed through Tennessee Department of Human Services: Community Based Two Generation Services	93.588	34530-75321	112,940	421,977	316,131	7,094
Total Federal Awards			<u>\$ 777,123</u>	<u>\$ 16,069,161</u>	<u>\$ 16,476,611</u>	<u>\$ 1,184,573</u>
Total Expenditures by Assistance Listing Number:						
			93.224	\$ 14,275,849		
			93.526	94,013		
			93.498	804,111		
			93.898	33,590		
			93.917	410,615		
			93.268	204,206		
			93.323	200,073		
			93.959	138,023		
			93.588	316,131		
				<u>\$ 16,476,611</u>		

(1) Denotes a major program

See accompanying notes to schedules of expenditures of federal and state awards.

UNITED NEIGHBORHOOD HEALTH SERVICES, INC. D/B/A NEIGHBORHOOD HEALTH

SCHEDULE OF EXPENDITURES OF STATE AWARDS

FOR THE YEAR ENDED JANUARY 31, 2023

Federal Grantor/Pass-through Grantor/Program Title	Assistance Listing Number	Contract Number	Beginning Receivable	Cash Receipts	Expenditures	Ending Receivable
State Financial Assistance: Tennessee Department of Health: FQHC Care Coordination Services (1) Primary Care/ Dental Care Services to Uninsured Adults in Tennessee Ages 19-64 (FQHC) (1)	N/A N/A	Z-22-245406 Z-23-264406	\$ 862,633	\$ 862,633 1,337,939	\$ - 1,910,636	\$ - 572,697
Total State Awards			\$ 862,633	\$ 2,200,572	\$ 1,910,636	\$ 572,697

(1) Based on revenues earned per award.

See accompanying notes to schedules of expenditures of federal and state awards.

UNITED NEIGHBORHOOD HEALTH SERVICES, INC. D/B/A NEIGHBORHOOD HEALTH

NOTES TO SCHEDULES OF EXPENDITURES OF FEDERAL AND STATE AWARDS

YEAR ENDED JANUARY 31, 2023

NOTE 1 - BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal and state awards (the "Schedules") includes the federal and state grant activity of the Center. The information in the Schedules is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations ("CFR") Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* ("Uniform Guidance") and the *Audit Manual* issued by the Comptroller of the Treasury of the State of Tennessee. Because the Schedules present only a selected portion of the operations of the Center, it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Center.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the Schedules are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. The Center has elected to use the 10-percent de minimis indirect cost rate allowed under the Uniform Guidance.

NOTE 3 - PASSED THROUGH TO SUBRECIPIENTS

The Center provided no federal awards to subrecipients.

NOTE 4 - PROVIDER RELIEF FUND AND AMERICAN RESCUE PLAN RURAL DISTRIBUTION

Based on guidance from the Department of Health and Human Services ("HHS"), the Provider Relief Fund ("PRF") and American Rescue Plan ("ARP") Rural Distribution funds are reported on the SEFA as the funds are reported to HHS thru the Provider Relief Funding Portal. Therefore, the amount of PRF and ARP expenditures included on the SEFA at January 31, 2023 is based upon the PRF reporting portal guidelines for Period 4 reporting, as specified by HHS. Reporting Period 4 includes PRF and ARP receipts from July 1, 2021 to December 31, 2021 for qualifying expenditures during the period of January 1, 2020 through December 31, 2022.

OTHER REPORTS



INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING
AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF
FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS

The Board of Directors
United Neighborhood Health Services, Inc. d/b/a Neighborhood Health
Nashville, Tennessee

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statement of United Neighborhood Health Services, Inc. d/b/a Neighborhood Health (the "Center") which comprises the statements of financial position as of January 31, 2023, and the related statement of operations and change in net assets, functional expenses, cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated July 31, 2023.

REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING

In planning and performing our audit of the financial statements, we considered the Center's internal control over financial reporting ("internal control") as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Center's internal control. Accordingly, we do not express an opinion on the effectiveness of the Center's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

REPORT ON COMPLIANCE AND OTHER MATTERS

As part of obtaining reasonable assurance about whether the Center's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

PURPOSE OF THIS REPORT

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Kraft+CPAs PLLC

Nashville, Tennessee
July 31, 2023



INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM
AND REPORT ON INTERNAL CONTROL OVER COMPLIANCE
IN ACCORDANCE WITH THE UNIFORM GUIDANCE

The Board of Directors
United Neighborhood Health Services, Inc. d/b/a Neighborhood Health
Nashville, Tennessee

REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM

OPINION ON EACH MAJOR FEDERAL PROGRAM

We have audited United Neighborhood Health Services, Inc. d/b/a Neighborhood Health's (the "Center") compliance with the types of compliance requirements identified as subject to audit in the *OMB Compliance Supplement* that could have a direct and material effect on each of the Center's major federal programs for the year ended January 31, 2023. The Center's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the Center complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended January 31, 2023.

BASIS FOR OPINION ON EACH MAJOR FEDERAL PROGRAM

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*); and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the Center and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the Center's compliance with the compliance requirements referred to above.

RESPONSIBILITIES OF MANAGEMENT FOR COMPLIANCE

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statues, regulations, rules and provisions of contracts or grant agreements applicable to the Center's federal programs.

AUDITOR'S RESPONSIBILITIES FOR THE AUDIT OF COMPLIANCE

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the Center's compliance based on our audit. 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, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the Center's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, we

- exercise professional judgment and maintain professional skepticism throughout the audit.
- identify and assess the risks of material noncompliance, 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 Center's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- obtain an understanding of the Center's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the Center's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

REPORT ON INTERNAL CONTROL OVER COMPLIANCE

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Kraft+CPAs PLLC

Nashville, Tennessee
July 31, 2023

UNITED NEIGHBORHOOD HEALTH SERVICES, INC. D/B/A NEIGHBORHOOD HEALTH

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

YEAR ENDED JANUARY 31, 2023

SECTION I - SUMMARY OF AUDITOR'S RESULTS

Financial Statements

Type of auditor's report issued: Unmodified

Internal control over financial reporting:

- Are any material weaknesses identified? Yes X No
- Are any significant deficiencies identified? Yes X None Reported
- Is any noncompliance material to financial statements noted? Yes X No

Federal Awards

Internal control over major programs:

- Are any material weaknesses identified? Yes X No
- Are any significant deficiencies identified? Yes X None Reported

Type of auditor's report issued on compliance for major programs: Unmodified

Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)? Yes X No

Identification of major program(s):

<u>Assistance Listing Number(s)</u>	<u>Name of Federal Program or Cluster</u>
	United States Department of Health and Human Services:
Health Centers Cluster: 93.224	Consolidated Health Centers Program
93.498 - COVID-19	Provider Relief Fund and American Rescue Plan Rural Distribution

Dollar threshold used to distinguish between type A and type B programs: \$750,000

Auditee qualified as low-risk auditee? X Yes No

UNITED NEIGHBORHOOD HEALTH SERVICES, INC. D/B/A NEIGHBORHOOD HEALTH

SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)

YEAR ENDED JANUARY 31, 2023

SECTION II - FINANCIAL STATEMENT FINDINGS

There were no audit findings in the prior or current year.

SECTION III - FEDERAL AWARD FINDINGS AND QUESTIONED COSTS

There were no federal award findings or questioned costs in the prior or current year.



METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

Department of Finance
700 President Ronald Reagan Way, STE 201
Nashville, Tennessee 37210

**Metropolitan Government of Nashville and Davidson County
Recipient of Metro Grant Funding
Non-Profit Grants Manual Receipt Acknowledgement**

Recipient Name Neighborhood Health

July 28, 2023

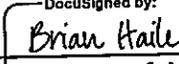
As a condition of receipt of this funding, the recipient acknowledges the following:

- Receipt of the Non-Profit Grants Manual, updated February 2, 2023, issued by the Division of Grants and Accountability. Electronic version can be located at the following:

www.nashville.gov/departments/finance/grants-and-accountability/grants

- The recipient has read, understands and hereby affirms that the agency will adhere to the requirements and expectations outlined within the Non-Profit Grants Manual.
- The recipient understands that if the organization has any questions regarding the Non-Profit Grants Manual or its content, they will consult with the Metro department that awarded their grant.

**Note to Organizations: Please read the Non-Profits Grants Manual carefully to ensure that you understand the requirements and expectations before signing this document.*

DocuSigned by:

 Signature of Authorized Representative
 Name: Brian Haile
 Title: CEO
 Agency Name: Neighborhood Health
 Date: 7/28/2023

Certificate Of Completion

Envelope Id: DD474C52C14B415382234ADFA680ADFF	Status: Completed
Subject: DocuSign: United Neighborhood Health Services Inc contract legislative packet (N0554895xD719A)	
Source Envelope:	
Document Pages: 63	Signatures: 6
Certificate Pages: 15	Initials: 1
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Vaughn Wislon
Time Zone: (UTC-06:00) Central Time (US & Canada)	730 2nd Ave. South 1st Floor
	Nashville, TN 37219
	Vaughn.wilson@nashville.gov
	IP Address: 170.190.198.190

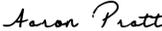
Record Tracking

Status: Original	Holder: Vaughn Wislon	Location: DocuSign
8/4/2023 11:19:57 AM	Vaughn.wilson@nashville.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Metropolitan Government of Nashville and Davidson County	Location: DocuSign

Signer Events

Signer Events	Signature	Timestamp
Kenneth Hartlage kenneth.hartlage@nashville.gov Security Level: Email, Account Authentication (None)		Sent: 8/4/2023 11:23:08 AM Viewed: 8/4/2023 12:55:59 PM Signed: 8/4/2023 12:56:13 PM
	Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	

Electronic Record and Signature Disclosure:
Accepted: 8/4/2023 12:55:59 PM
ID: 51c1e7d0-1153-4a69-8dd7-e3b8166eb9f1

Aaron Pratt aaron.pratt@nashville.gov Security Level: Email, Account Authentication (None)		Sent: 8/4/2023 12:56:14 PM Viewed: 8/4/2023 12:57:42 PM Signed: 8/4/2023 12:57:54 PM
	Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Kelly Flannery kelly.Flannery@nashville.gov Security Level: Email, Account Authentication (None)		Sent: 8/4/2023 12:57:56 PM Viewed: 8/4/2023 1:02:12 PM Signed: 8/4/2023 1:02:25 PM
	Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.100	

Electronic Record and Signature Disclosure:
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ID: eeab5e86-6cb8-4244-9c11-31b19478683d

Balogun Cobb balogun.cobb@nashville.gov Security Level: Email, Account Authentication (None)		Sent: 8/4/2023 1:02:27 PM Viewed: 8/4/2023 1:07:37 PM Signed: 8/4/2023 1:07:46 PM
	Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	

Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
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Accepted: 8/4/2023 1:07:37 PM ID: 9ffafc4a-979d-452d-8ebd-48d4b5ac3344 Courtney Mohan courtney.mohan@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 8/4/2023 1:07:47 PM Viewed: 8/4/2023 1:37:03 PM Signed: 8/4/2023 1:40:40 PM
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Electronic Record and Signature Disclosure:
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Karina Valdez karina.valdez@nashville.gov Security Level: Email, Account Authentication (None)	<div style="border: 2px solid blue; padding: 5px; text-align: center; color: blue; font-weight: bold; font-size: 1.2em;">COPIED</div>	Sent: 8/4/2023 1:40:42 PM
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Electronic Record and Signature Disclosure:
 Accepted: 8/12/2022 8:07:55 AM
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Sally Palmer sally.palmer@nashville.gov Security Level: Email, Account Authentication (None)	<div style="border: 2px solid blue; padding: 5px; text-align: center; color: blue; font-weight: bold; font-size: 1.2em;">COPIED</div>	Sent: 8/4/2023 1:40:43 PM
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Electronic Record and Signature Disclosure:
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	8/4/2023 1:37:03 PM
Signing Complete	Security Checked	8/4/2023 1:40:40 PM
Completed	Security Checked	8/4/2023 1:40:43 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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Resolution No. RS _____

A resolution appropriating \$20,000 from a certain account of the Community Safety Fund for a grant to Creative Girls Rock for Napier and Sudekum Community Safety programs.

WHEREAS, Section 7-3-314 of the Tennessee Code Annotated states that metropolitan forms of government may provide financial assistance to nonprofit organizations; and,

WHEREAS, Section 5.04.070 of the Metropolitan Code of Laws provides that the Council may, by Resolution, appropriate funds for the financial aid of nonprofit organizations; and,

WHEREAS, the Mayor's Office has recommended that \$20,000 of the funds appropriated for community safety grants in the Budget Ordinance (Substitute BL2023-1867), be distributed to Creative Girls Rock; and,

WHEREAS, the grant will be utilized for services pertaining to Napier and Sudekum Community Safety programs; and,

WHEREAS, it is to the benefit of the citizens of The Metropolitan Government of Nashville and Davidson County that these funds be appropriated to Creative Girls Rock.

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

Section 1. There is hereby appropriated \$20,000 from Fund No. 30164 to Creative Girls Rock to provide services pertaining to Napier and Sudekum Community Safety programs.

Section 2. The grant contract between the Metropolitan Government of Nashville and Davidson County and Creative Girls Rock for the amount provided herein and the purposes stated, a copy of which is attached hereto and incorporated herein, is hereby approved.

Section 3. That this Resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

APPROVED AS TO AVAILABILITY OF FUNDS:

Kelly Flannery
Kelly Flannery, Director
Department of Finance

INTRODUCED BY:

John Spivey
Earl Evans

APPROVED AS TO FORM AND LEGALITY:

Courtney Mohan
Assistant Metropolitan Attorney

Member(s) of Council



METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

**JOHN COOPER
MAYOR**

OFFICE OF THE MAYOR
METROPOLITAN COURTHOUSE
NASHVILLE, TENNESSEE 37201
PHONE: (615) 862-6000
EMAIL: mayor@nashville.gov

Dear Vice Mayor Shulman and Metropolitan Nashville Council Members,

A late-filed resolution for grant funding for Creative Girls Rock is being requested. Please be advised that this is being late-filed because the financial documentation from this organization was not received by the deadline for on-time filing on Aug 4, 2023, and thus needed to be late-filed.

This resolution is essential to submit as a late file because the work of this organization in providing vital violence-prevention related services for our most at-risk populations is extremely important and time sensitive. Due to the schedule of Council meetings, it would be a great detriment to the city's Community Safety if we are unable to submit these grants for consideration at this time.

DocuSigned by:

Ron Johnson

569664B46ABB4E3...

Ronald K. Johnson
Director, Mayor's Office of Community Safety

Grant contract between the Metropolitan Government of Nashville and Davidson County and Creative Girls Rock, Contract # _____

**GRANT CONTRACT
BETWEEN
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
AND
CREATIVE GIRLS ROCK**

This Grant Contract issued and entered into pursuant to Resolution RS2023 _____, by and between the Metropolitan Government of Nashville and Davidson County (“Metro”), and Creative Girls Rock (“Recipient” or “CGR”), is for the provision of Napier and Sudekum Community Safety programs, as further defined in the "SCOPE OF PROGRAM". Additional documents including Recipient’s Review of Financial Statements are incorporated herein by reference as attachments A-F.

A. SCOPE OF PROGRAM:

A.1. The Recipient will use the grant funds as follows:

Recipient will assist the Metro Nashville Mayor’s Office in implementing a program focusing on engaging and supporting youth and providing peer support and therapy.

Recipient will introduce a program called “Creative Kids Rock” to youth within the Napier and Sudekum communities to offer creative arts and mental health and wellness after-school programming.

Recipient will offer “The Master Class”, a core program designed to offer a safe community space for boys and girls to learn and engage in arts and crafts, artistic design, visual arts, and empowerment workshops to explore their emotions, develop self-awareness, cope with stress, anxiety, and boost self-esteem. This after-school programming will be free for all participants.

A.2. The Recipient must spend these funds consistent with the Grant Spending Plan, attached and incorporated herein as Attachments A and B. 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 August 16, 2023, and end on August 31, 2024. Metro will have no obligation for services rendered by the Recipient that are not performed within this term.

**Grant contract between the Metropolitan Government of Nashville and Davidson County and
Creative Girls Rock, Contract # _____**

C. PAYMENT TERMS AND CONDITIONS:

C.1. **Maximum Liability.** In no event will Metro's maximum liability under this Grant Contract exceed twenty thousand dollars (\$20,000). 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 may invoice for \$10,000 upon approval of the Grant Contract.

Recipient may invoice monthly for up to \$833.33.

Receipts must be made available for all claimed expenses.

Recipient must send all invoices to **Metro Payment Services, PO Box 196301, Nashville TN 37219-6301.**

Final invoices for the contract period should be received by Metro Payment Services by September 15, 2024. 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 Mayor's Office of Community Safety, 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 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.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Creative Girls Rock, 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.
- C.9 **Grant Subject to Availability of Funds.** This Grant Contract is subject to the availability of funds. In the event that funds are unavailable, Metro reserves the right to terminate this Grant Contract upon provision of written notice to Recipient. Metro’s right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by Metro. Upon provision of written notice to Recipient, Recipient shall cease all work associated with this Grant Contract. Recipient shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date.
- 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. Such termination will not relieve the Recipient of any liability to Metro for damages sustained by virtue of any breach by the Recipient.
- D.4. **Subcontracting.** The Recipient may not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of Metro. Notwithstanding any use of approved subcontractors, the Recipient will be considered the prime Recipient and will be responsible for all work performed.
- D.5. **Conflicts of Interest.** The Recipient warrants that no part of the total Grant Amount will be paid directly or indirectly to an employee or official of Metro as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Recipient in connection with any work contemplated or performed relative to this Grant Contract.
- D.6. **Nondiscrimination.** The Recipient hereby agrees, warrants, and assures that no person will be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Recipient on the

Grant contract between the Metropolitan Government of Nashville and Davidson County and

Creative Girls Rock, Contract # _____

grounds of disability, age, race, color, religion, sex, national origin, or any other classification which is in violation of applicable laws. The Recipient must, upon request, show proof of such nondiscrimination and must post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

- D.7. **Records.** The Recipient must maintain documentation for all charges to Metro under this Grant Contract. The books, records, and documents of the Recipient, insofar as they relate to work performed or money received under this Grant Contract, must be maintained for a period of three (3) full years from the date of the final payment or until the Recipient engages a licensed independent public accountant to perform an audit of its activities. The books, records, and documents of the Recipient insofar as they relate to work performed or money received under this Grant Contract are subject to audit at any reasonable time and upon reasonable notice by Metro or its duly appointed representatives. Records must be maintained in accordance with the standards outlined in the Metro Grants Manual. The financial statements must be prepared in accordance with generally accepted accounting principles.
- D.8. **Monitoring.** The Recipient's activities conducted and records maintained pursuant to this Grant Contract are subject to monitoring and evaluation by The Metropolitan Office of Financial Accountability or Metro's duly appointed representatives. The Recipient must make all audit, accounting, or financial records, notes, and other documents pertinent to this grant available for review by the Metropolitan Office of Financial Accountability, Internal Audit or Metro's representatives, upon request, during normal working hours.
- D.9. **Reporting.** The Recipient must submit an Interim Program Report, to be received Mayor's Office of Community Safety, by no later than February 17, 2024, and a Final Program Report, to be received by Mayor's Office of Community Safety, within 45 [forty-five] days of the end of the Grant Contract. Said reports shall detail the outcome of the activities funded under this Grant Contract.
- D.10. **Strict Performance.** Failure by Metro to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement is not a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract is considered to be waived, modified, or deleted except by a written amendment by the appropriate parties as indicated on the signature page of this Grant.
- D.11. **Insurance.** The Recipient agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all applicable taxes incident to this Grant Contract.
- D.12. **Metro Liability.** Metro will have no liability except as specifically provided in this Grant Contract.
- D. 13. **Independent Contractor.** Nothing herein will in any way be construed or intended to create a partnership or joint venture between the Recipient and Metro or to create the relationship of principal and agent between or among the Recipient and Metro. The Recipient must not hold itself out in a manner contrary to the terms of this paragraph. Metro will not become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.
- D. 14. **Indemnification and Hold Harmless.**
 - (a) Recipient agrees to indemnify, defend, and hold harmless Metro, its officers, agents and employees from any claims, damages, penalties, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Recipient, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract, and any claims, damages, penalties, costs and attorney fees arising from any failure of Recipient, its officers, employees and/or agents, including its sub

Grant contract between the Metropolitan Government of Nashville and Davidson County and

Creative Girls Rock, Contract # _____

or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

(b) Metro will not indemnify, defend or hold harmless in any fashion the Recipient from any claims, regardless of any language in any attachment or other document that the Recipient may provide.

(c) Recipient will pay Metro any expenses incurred as a result of Recipient's failure to fulfill any obligation in a professional and timely manner under this Contract.

(d) Recipient's duties under this section will survive the termination or expiration of the grant.

D.15. **Force Majeure.** "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party. Except as provided in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a breach under this Grant Contract. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. Recipient will promptly notify Metro within forty-eight (48) hours of any delay caused by a Force Majeure Event and will describe in reasonable detail the nature of the Force Majeure Event.

D.16. **State, Local and Federal Compliance.** The Recipient agrees to comply with all applicable federal, state and local laws and regulations in the performance of this Grant Contract. Metro shall have the right to terminate this Grant Contract at any time for failure of Recipient to comply with applicable federal, state or local laws in connection with the performance of services under this Grant Contract.

D.17. **Governing Law and Venue.** The validity, construction and effect of this Grant Contract and any and all extensions and/or modifications thereof will be governed by and construed in accordance with the laws of the State of Tennessee. The venue for legal action concerning this Grant Contract will be in the courts of Davidson County, Tennessee.

D.18. **Completeness.** This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

D.19. **Headings.** Section headings are for reference purposes only and will not be construed as part of this Grant Contract.

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

The Recipient agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. Upon termination of the Grant Contract, where a further contractual relationship is not entered

Grant contract between the Metropolitan Government of Nashville and Davidson County and Creative Girls Rock, Contract # _____

into, or at any time during the term of the Grant Contract, the Recipient must request written approval from Metro for any proposed disposition of equipment purchased with Grant funds. All equipment must be disposed of in such a manner as parties may agree as appropriate and in accordance with any applicable federal, state or local laws or regulations.

- D. 21. **Assignment—Consent Required.** The provisions of this contract will inure to the benefit of and will be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Recipient under this contract, neither this contract nor any of the rights and obligations of Recipient hereunder may be assigned or transferred in whole or in part without the prior written consent of Metro. Any such assignment or transfer will not release Recipient from its obligations hereunder. Notice of assignment of any rights to money due to Recipient under this Contract must be sent to the attention of the Metro Department of Finance.

- D.22. **Gratuities and Kickbacks.** It will be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparations of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It will be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from participation in Metropolitan Government contracts.

- D.23. **Communications and Contacts.** All instructions, notices, consents, demands, or other communications from the Recipient required or contemplated by this Grant Contract must be in writing and must be made by facsimile transmission, or by first class mail, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

Metro

For contract-related matters:
Mayor's Office of Community Safety
1 Public Square,
Nashville, TN 37201
(615) 492-1932

For enquiries regarding invoices:
Mayor's Office of Community Safety
1 Public Square,
Nashville, TN 37201
(615) 492-1932

Recipient

Charmin Bates, Executive Director
Creative Girls Rock
P.O Box 330812
Nashville, TN 37203
(815) 671-8038

Grant contract between the Metropolitan Government of Nashville and Davidson County and Creative Girls Rock, Contract # _____

D.24. **Lobbying.** The Recipient certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, the Recipient must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Recipient will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all subcontractors of federally appropriated funds shall certify and disclose accordingly.

D.25. **Certification Regarding Debarment and Convictions.**

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

D.26. **Effective Date.** This contract will not be binding upon the parties until it has been signed first by the Recipient and then by the authorized representatives of the Metropolitan Government and has been 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.

**Grant contract between the Metropolitan Government of Nashville and Davidson County and
Creative Girls Rock, Contract # _____**

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

RECIPIENT: CREATIVE GIRLS ROCK

By: 

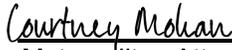
APPROVED AS TO AVAILABILITY OF
FUNDS:

Title: Charmin Bates, Executive Director

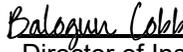
Date: Monday, August 7, 2023


Director of Finance

APPROVED AS TO FORM AND
LEGALITY:


Metropolitan Attorney

APPROVED AS TO RISK AND
INSURANCE:


Director of Insurance

FILED IN THE OFFICE OF THE CLERK:

Metropolitan Clerk

**Grant contract between the Metropolitan Government of Nashville and Davidson County and
Creative Girls Rock, Contract # _____**

TABLE OF CONTENTS OF ATTACHMENTS

- A. Grant Spending Plan
- B. Spending Plan Addendum
- C. Internal Revenue Service 501(c)(3) Tax-Exempt Organization Documentation
- D. Tennessee Secretary of State Nonprofit Confirmation
- E. Review of financial statements conducted by an independent CPA
- F. Non-profit Grants Manual Receipt Acknowledgment

Grant Spending Plan

RECIPIENT NAME:	Creative Girls Rock
------------------------	---------------------

THE FOLLOWING IS APPLICABLE TO EXPENSES PLANNED TO BE INCURRED DURING THE CONTRACT GRANT PERIOD: August 16, 2023 – August 31, 2024				
	EXPENSE OBJECT LINE-ITEM CATEGORY	METRO GRANT FUNDS	RECIPIENT MATCH (participation)	TOTAL PROJECT
	Salaries and Wages	\$5,500		\$5,500
	Benefits and Taxes (%)	\$0		\$0
	Professional Fees	\$6,000		\$6,000
	Supplies	\$5,000		\$5,000
	Communications	\$0		\$0
	Postage and Shipping	\$500		\$500
	Occupancy	\$0		\$0
	Equipment Rental and Maintenance	\$500		\$500
	Printing and Publications	\$0		\$0
	Travel/ Conferences and Meetings	\$250		\$250
	Insurance	\$2,000		\$2,000
	Specific Assistance to Individuals	\$250		\$250
	Other Non-Personnel	\$0		\$0
	GRAND TOTAL	\$20,000		\$20,000

Spending Plan Addendum

Creative Girls Rock provided a spending plan that includes:

Salaries and Wages - \$5,500.00

Payment for portion of Project Manager salary: \$450/per month for 12 months

Professional Fees - \$6,000.00

CPA & Financial Planning Services, \$500/per month for 12 months

Supplies - \$5,000.00

CGR Master class materials: 20 participants x \$20/per person for 12 months.

Postage and Shipping - \$500.00

Shipping Creative Girls Rock® Craft Kits to young girls across the world to participate in our CGR Hybrid Master classes.

Equipment Rental and Maintenance - \$500.00

End of the year celebration, including food, DJ, and vendor fees

Travel/ Conferences and Meetings - \$250

Professional development conference for staffing, Family Engagement

Insurance - \$2,000.00

Payment for CGR's liability insurance for 12 months, \$165.00 per month

Specific Assistance to Individuals- \$250.00

Resources for families, including dental and personal hygiene products, diapers, food, clothing, and household items.



HELP ⓘ

MENU ☰

[Home](#) > [Tax Exempt Organization Search](#) > **Creative Girls Rock**[< Back to Search Results](#)

Creative Girls Rock

EIN: 84-2460498 | Nashville, TN, United States

Publication 78 Data ⓘ

Organizations eligible to receive tax-deductible charitable contributions. Users may rely on this list in determining deductibility of their contributions.

On Publication 78 Data List: Yes**Deductibility Code:** PC

Form 990-N (e-Postcard) ⓘ

Organizations who have filed a 990-N (e-Postcard) annual electronic notice. Most small organizations that receive less than \$50,000 fall into this category.

> Tax Year 2018 Form 990-N (e-Postcard)

Tax Period:

2018 (01/01/2018 - 12/31/2018)

EIN:

84-2460498

Legal Name (Doing Business as):

Creative Girls Rock

Mailing Address:

1718 CHURCH STREET UNIT 330812
NASHVILLE, TN 37203
United States

Principal Officer's Name and Address:

Charmin Bates

1718 CHURCH STREET UNIT 330812
NASHVILLE, TN 37203
United States

Gross receipts not greater than:

\$50,000

Organization has terminated:

No

Website URL:

www.creativegirlsrock.org

Copies of Returns (990, 990-EZ, 990-PF, 990-T) ⓘ

Electronic copies (images) of Forms 990, 990-EZ, 990-PF or 990-T returns filed with the IRS by charities and non-profits.

> **Tax Year 2019 Form 990EZ**

Page Last Reviewed or Updated: 20-November-2020

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Tre Hargett
Secretary of State

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

Filing Information

Name: Creative Girls Rock, Inc.

General Information

SOS Control #	000978555	Formation Locale:	TENNESSEE
Filing Type:	Nonprofit Corporation - Domestic	Date Formed:	08/07/2018
	08/07/2018 11:50 PM	Fiscal Year Close	12
Status:	Active		
Duration Term:	Perpetual		
Public/Mutual Benefit:	Public		

Registered Agent Address
CHARMIN BATES
APT 313
2400 CHARLOTTE AVE
NASHVILLE, TN 37203-2398

Principal Address
1718 CHURCH ST UNIT 330812
NASHVILLE, TN 37203-3091

The following document(s) was/were filed in this office on the date(s) indicated below:

Date Filed	Filing Description	Image #
05/02/2023	2022 Annual Report	B1386-3909
03/31/2022	2021 Annual Report	B1192-8583
02/06/2021	2020 Annual Report	B0980-4346
01/23/2020	2019 Annual Report	B0804-5674
Principal Address 1 Changed From: 1718 CHURCH ST # 330812 To: 1718 CHURCH ST UNIT 330812		
03/22/2019	2018 Annual Report	B0675-8167
Principal Address 1 Changed From: 2400 CHARLOTTE AVE To: 1718 CHURCH ST # 330812		
Principal Postal Code Changed From: 37203-2398 To: 37203-3091		
08/07/2018	Initial Filing	B0579-7853
Record Status Changed From: Pending Review To: Active		
Active Assumed Names (if any)		Date Expires



Creative Girls Rock

Financial Statements

For The Six Months Ended June 30, 2022
&
For The Year Ended December 31, 2021

Creative Girls Rock

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Independent Accountant's Review Report

To the Board of Directors of
Creative Girls Rock

I have reviewed the accompanying financial statements of Creative Girls Rock, which comprise the statement of financial position as of the six months ended June 30, 2022 and the twelve months ended December 31, 2021, and the related statements of activity, statements of functional expenses and cash flows for the periods then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of the non-profit organization's management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, I do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes 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.

Accountant's Responsibility

My responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require me to perform procedures to obtain limited assurance as a basis for reporting whether I am aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. I believe that the results of my procedures provide a reasonable basis for my conclusion. We are required to be independent of Creative Girls Rock and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our review.

Accountant's Conclusion

Based on my review, I am not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Ryan M. Armento, CPA, PLLC

Ryan M. Armento, CPA, PLLC
Denver, Colorado
August 4, 2023

Creative Girls Rock
Statement of Financial Position
June 30, 2022

ASSETS

Cash and cash equivalents	\$ 11,223
Total assets	<u>\$ 11,223</u>

LIABILITIES AND NET ASSETS

Liabilities:

Accounts payable	\$ 954
Total liabilities	<u>954</u>

Net assets:

Without donor restrictions	(24,697)
With donor restrictions	<u>34,966</u>
Total net assets	<u>10,269</u>
Total liabilities and net assets	<u>\$ 11,223</u>

See Notes to the Financial Statements

Creative Girls Rock
Statement of Activities
Six Months Ended June 30, 2022

	Without Donor Restrictions	With Donor Restrictions	Total
Support and Revenue			
Contributions	\$ 14,481	\$ 1,500	\$ 15,981
Event sponsorships	22,500	5,000	27,500
Program revenue	5,447	-	5,447
Other revenue	20	-	20
In-kind donations	1,163		1,163
Total support and revenue	<u>43,611</u>	<u>6,500</u>	<u>50,111</u>
Net assets released from restrictions	1,534	(1,534)	-
Total support and revenue	<u>45,145</u>	<u>4,966</u>	<u>50,111</u>
Functional Expenses			
Program services	49,791	-	49,791
Management and general	22,806	-	22,806
Total functional expenses	<u>72,597</u>	<u>-</u>	<u>72,597</u>
Change in net assets	(27,452)	4,966	(22,486)
Net assets, beginning of year	2,755	30,000	32,755
Net assets, end of year	<u>\$ (24,697)</u>	<u>\$ 34,966</u>	<u>\$ 10,269</u>

See Notes to the Financial Statements

Creative Girls Rock
Statement of Functional Expenses
Six Months Ended June 30, 2022

	Program Services	Management and General	Fundraising	Total
Advertising and promotion	\$ -	\$ 83	\$ -	\$ 83
Bank and transaction fees	-	63	-	63
Contract services	8,566	505	-	9,071
Donations and sponsorships	-	5,180	-	5,180
Dues and subscriptions	83	1,088	-	1,171
Equipment rentals	-	-	-	-
Event expense	65	-	-	65
Insurance	-	305	-	305
Merchant fees	128	112	-	240
Office expense	68	3,622	-	3,690
Payroll taxes and fees	191	230	-	421
Postage	4,762	22	-	4,784
Printing	3,270	527	-	3,797
Professional services	-	4,925	-	4,925
Salaries and wages	2,500	3,000	-	5,500
Storage	-	785	-	785
Supplies	30,058	738	-	30,796
Taxes and licenses	100	31	-	131
Travel	-	1,001	-	1,001
Utilities	-	589	-	589
Total functional expenditures	\$ 49,791	\$ 22,806	\$ -	\$ 72,597

See Notes to the Financial Statements

Creative Girls Rock
Statement of Cash Flows
Six Months Ended June 30, 2022

Cash flows from operating activities:

Change in net assets	\$ (22,486)
Adjustments to reconcile change in net assets to net cash provided by operating activities:	
Changes in operating assets and liabilities:	
Accounts payable and accrued expenses	<u>719</u>
Net cash from operating activities	<u>(21,767)</u>
Net change in cash and cash equivalents	
Cash and cash equivalents, beginning of period	<u>32,990</u>
Cash and cash equivalents, end of period	<u><u>\$ 11,223</u></u>
Supplemental disclosure	
Interest expense	<u>\$ -</u>

See Notes to the Financial Statements

Creative Girls Rock
Statement of Financial Position
December 31, 2021

ASSETS

Cash and cash equivalents	\$ 32,990
Total assets	<u>\$ 32,990</u>

LIABILITIES AND NET ASSETS

Liabilities:

Accounts payable	\$ 235
Total liabilities	<u>235</u>

Net assets:

Without donor restrictions	2,755
With donor restrictions	<u>30,000</u>
Total net assets	<u>32,755</u>
Total liabilities and net assets	<u>\$ 32,990</u>

See Notes to the Financial Statements

Creative Girls Rock
Statement of Activities
Year Ended December 31, 2021

	Without Donor Restrictions	With Donor Restrictions	Total
Support and Revenue			
Contributions	\$ 25,755	\$ -	\$ 25,755
Grants	34,717	10,000	44,717
Event sponsorships	37,156	-	37,156
Program revenue	26,850	-	26,850
Other revenue	1,230	-	1,230
Total support and revenue	<u>125,708</u>	<u>10,000</u>	<u>135,708</u>
Net assets released from restrictions	-	-	-
Total support and revenue	<u>125,708</u>	<u>10,000</u>	<u>135,708</u>
Functional Expenses			
Program services	115,679	-	115,679
Management and general	10,505	-	10,505
Total functional expenses	<u>126,184</u>	<u>-</u>	<u>126,184</u>
Change in net assets	(476)	10,000	9,524
Net assets, beginning of year	<u>3,231</u>	<u>20,000</u>	<u>23,231</u>
Net assets, end of year	<u>\$ 2,755</u>	<u>\$ 30,000</u>	<u>\$ 32,755</u>

See Notes to the Financial Statement

Creative Girls Rock
Statement of Functional Expenses
Year Ended December 31, 2021

	Program Services	Management and General	Fundraising	Total
Advertising and promotion	\$ 383	\$ 1,602	\$ -	\$ 1,985
Bank and transaction fees	201	-	-	201
Contract services	31,954	-	-	31,954
Donations and sponsorships	-	250	-	250
Dues and subscriptions	1,914	-	-	1,914
Equipment rentals	1,866	-	-	1,866
Insurance	257	310	-	567
Merchant fees	1,743	-	-	1,743
Office expense	1,010	1,604	-	2,614
Payroll taxes and fees	225	-	-	225
Postage	6,062	369	-	6,431
Printing	1,406	-	-	1,406
Professional services	2,000	3,500	-	5,500
Regrants	15,000	-	-	15,000
Salaries and wages	2,645	-	-	2,645
Storage	342	330	-	672
Supplies	16,750	144	-	16,894
Taxes and licenses	-	71	-	71
Travel	360	1,607	-	1,967
Utilities	-	718	-	718
Venue and catering	31,561	-	-	31,561
Total functional expenditures	\$ 115,679	\$ 10,505	\$ -	\$ 126,184

See Notes to the Financial Statements

Creative Girls Rock
Statement of Cash Flows
Year Ended December 31, 2021

Cash flows from operating activities:

Change in net assets	\$ 9,524
Adjustments to reconcile change in net assets to net cash provided by operating activities:	
Changes in operating assets and liabilities:	
Due from management	106
Accounts payable and accrued expenses	<u>(2,164)</u>
Net cash from operating activities	<u>7,466</u>
Net change in cash and cash equivalents	
Cash and cash equivalents, beginning of period	<u>25,524</u>
Cash and cash equivalents, end of period	<u>\$ 32,990</u>
Supplemental disclosure	
Interest expense	<u>\$ -</u>

See Notes to the Financial Statements

Creative Girls Rock
Notes to the Financial Statements
For The Six Months Ended June 30, 2022
and
For The Year Ended December 31, 2021

Note 1 - Nature of the Organization

Creative Girls Rock® (CGR) founded October 17, 2017, is a 501(c)(3) nonprofit organization born from a passion for creative arts, youth development, community engagement; and a therapeutic method for anxiety. CGR's mission is to educate and empower young girls and women to utilize their creative talents to enhance their lives and the world around them.

CGR offers free and innovative arts education programming within the Greater Nashville community, including the CGR Master Class workshops and CGR Mural Project program, as a platform for creative expression, arts and crafts, artistic design, visual arts and empowerment workshops.

These programs help the 900+ youth and women that we serve explore their emotions, develop self-awareness, cope with stress, anxiety, and boost self-esteem by providing a safe space for them to express themselves through creativity and fellowship. CGR is also proud to offer support services through their Greater Nashville Community Giveback Initiative, in which they partner with other organizations to provide backpacks filled with school and arts supplies to community members in need.

In 2021, CGR piloted the CGR Mural Project program, in which young girls and women are taught the design fundamentals and methods for creating inspirational mural paintings. Participants receive a robust artistic and cultural experience from professional artists by engaging in art-making, exhibiting and promoting cultural equity in project design, process and content, and gaining a thorough understanding of decision-making processes & behaviors.

Creative Girls Rock has greatly expanded the CGR Mural Project program in the past year, and now has seven high-visibility murals crafted by 160 participants of all ages on display across Greater Nashville. The completed murals are located at Slim and Husky's Nashville, Tennessee State University, Nashville Public Library: Bordeaux, Downtown and Madison branches, Cheekwood Botanical Garden, and Napier Elementary School.

Note 2 – Summary of Significant Accounting Policies

Basis of Presentation

The accompanying financial statements were prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America.

Creative Girls Rock
Notes to the Financial Statements
For The Six Months Ended June 30, 2022
and
For The Year Ended December 31, 2021

Note 2 – Summary of Significant Accounting Policies (continued)

Estimates

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

Financial Statement Presentation

Creative Girls Rock presents its financial statements in accordance with the Financial Accounting Standards Board (“FASB”) Accounting Standards Codification (“ASC”) 958, *Financial Statements for Not-for-Profit Organizations*. Accordingly, CGR reports information regarding its financial position and activities according to the two classes of net assets: net assets with donor restrictions and net assets without donor restrictions.

Net Assets Without Donor Restrictions – Net assets available for use in general operations and not subject to donor restrictions.

Net Assets With Donor Restrictions – Net assets subject to donor restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates those resources be maintained in perpetuity. Donor-imposed restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both.

Cash and Cash Equivalents

CGR considers all cash and highly liquid financial instruments with original maturities of three months or less, which are neither held for nor restricted by donors (which includes grantors, as applicable, throughout) for long-term purposes, to be cash and cash equivalents.

Creative Girls Rock
Notes to the Financial Statements
For The Six Months Ended June 30, 2022
and
For The Year Ended December 31, 2021

Note 2 – Summary of Significant Accounting Policies (continued)

Receivables and Credit Policies

Accounts receivable consist primarily of amounts due for services provided in connection with the fulfillment of CGR's mission. CGR determines the allowance for uncollectable accounts receivable based on historical experience, an assessment of economic conditions, and a review of subsequent collections. Accounts receivable are written off when deemed uncollectable. For the six months ended June 30, 2022 and the year ended December 31, 2021, there were no accounts receivable due to CGR.

Support and Revenue

Contributions are recorded as revenue upon the receipt of cash, securities, a gift or when the donor makes a promise to give to CGR that is, in substance, unconditional. Contributions are considered to be available for unrestricted use unless specifically restricted by the donor. If contributions are restricted by the donor, they are reported as increases to 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.

Donated Services, Resources and In-Kind Contributions

Volunteers contributed time to the organization; however, the financial statements do not reflect the value of all contributed services because not all the services meet recognition criteria prescribed by generally accepted accounting principles. Donated professional services and resources if applicable, are recorded at the respective fair values of the services and resources received. Please refer to *Note 4 – Donated Professional Services and Resources*.

Functional Allocation of Expenses

The cost of programs and supporting services have been summarized on a functional basis in the accompanying consolidated statement of activities. The statement of functional expenses presents the natural classification detail of expenses by function. Accordingly, the expenses attributable to more than one functional area have been allocated among the programs and supporting services based on the analysis of location and the nature of usage.

Creative Girls Rock
Notes to the Financial Statements
For The Six Months Ended June 30, 2022
and
For The Year Ended December 31, 2021

Note 2 – Summary of Significant Accounting Policies (Continued)

Income Taxes

Creative Girls Rock is organized as a Tennessee nonprofit organization and has been recognized by the IRS as exempt from federal income taxes under IRC Section 501(a) as an organization described in IRC Section 501(c)(3). The Organization qualifies for the charitable contribution deduction, and has been determined not to be a private foundation. CGR is required to file a Return of Organization Exempt from Income Tax (Form 990-EZ) with the Internal Revenue Service (IRS) annually. Any significant tax positions have been reviewed by CGR's management, and it has been determined that all tax positions would be reconsidered upon examination by taxing authorities. There are no material uncertain tax positions that require recognition in the accompanying consolidated financial statements or further disclosure in the notes to the consolidated financial statements.

Concentration of Credit Risk

CGR manages deposit concentration risk by placing cash, money market accounts, and certificates of deposit with a financial institution believed by to be creditworthy. During the six months ended June 30, 2022 and the year ended December 31, 2021, amounts on deposit did not exceed insured limits or include uninsured investments in money market mutual funds. To date, CGR has not experienced losses in any of these accounts.

Note 3 - Liquidity and Availability

CGR's financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of June 30, 2022 and December 31, 2021 was \$11,223 and \$32,990, respectively. As part of CGR's liquidity management, they structure the financial assets to be available as general expenditures, liabilities, and other obligations as they come due.

Creative Girls Rock
Notes to the Financial Statements
For The Six Months Ended June 30, 2022
and
For The Year Ended December 31, 2021

Note 4 – Donated Professional Services and Resource

CGR received supplies of \$1,163 during the six months ended June 30, 2022, CGR did not have any donated professional services or materials to report for the year ended December 31, 2021.

Note 5 - Subsequent Events

The Creative Girls Rock has evaluated subsequent events through August 4, 2023, which is the date the financial statements were available to be issued. Creative Girls Rock is not aware of any material subsequent events.

Aug 4, 2023


Charmin Bates (Aug 4, 2023 11:59 CDT)

Charmin Bates

4 - 2022 Creative Girls Rock - Financial Statements - FINAL

Final Audit Report

2023-08-04

Created:	2023-08-04
By:	Ryan Armento (hello@ryanmarmentocpa.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA8Pal3p9TBkNcL_5phjC1j3ylzkJBHLLI

"4 - 2022 Creative Girls Rock - Financial Statements - FINAL" History

-  Document created by Ryan Armento (hello@ryanmarmentocpa.com)
2023-08-04 - 4:43:29 PM GMT
-  Document emailed to info@creativegirlsrock.org for signature
2023-08-04 - 4:44:40 PM GMT
-  Email viewed by info@creativegirlsrock.org
2023-08-04 - 4:58:27 PM GMT
-  Signer info@creativegirlsrock.org entered name at signing as Charmin Bates
2023-08-04 - 4:59:02 PM GMT
-  Document e-signed by Charmin Bates (info@creativegirlsrock.org)
Signature Date: 2023-08-04 - 4:59:04 PM GMT - Time Source: server
-  Agreement completed.
2023-08-04 - 4:59:04 PM GMT



METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

Department of Finance
700 President Ronald Reagan Way, STE 201
Nashville, Tennessee 37210

**Metropolitan Government of Nashville and Davidson County
Recipient of Metro Grant Funding
Non-Profit Grants Manual Receipt Acknowledgement**

Recipient Name **Creative Girls Rock**

July 27, 2023

As a condition of receipt of this funding, the recipient acknowledges the following:

- Receipt of the Non-Profit Grants Manual, updated February 2, 2023, issued by the Division of Grants and Accountability. Electronic version can be located at the following:

www.nashville.gov/departments/finance/grants-and-accountability/grants

- The recipient has read, understands and hereby affirms that the agency will adhere to the requirements and expectations outlined within the Non-Profit Grants Manual.
- The recipient understands that if the organization has any questions regarding the Non-Profit Grants Manual or its content, they will consult with the Metro department that awarded their grant.

**Note to Organizations: Please read the Non-Profits Grants Manual carefully to ensure that you understand the requirements and expectations before signing this document.*

A handwritten signature in black ink, appearing to read "Charmin H. Bates".

Signature of Authorized Representative

Name: **Charmin Bates**

Title: **Executive Director**

Agency Name: **Creative Girls Rock**

Date: **July 27, 2023**

Certificate Of Completion

Envelope Id: B18DD66E9ABA4952947BAD64438F1031	Status: Completed
Subject: DocuSign: Creative Girls Rock Contract Legislative Packet (N0555459xD719A) for Council Mtg. 8/15/23	
Source Envelope:	
Document Pages: 35	Signatures: 6
Certificate Pages: 15	Initials: 1
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Vaughn Wislon
Time Zone: (UTC-06:00) Central Time (US & Canada)	730 2nd Ave. South 1st Floor
	Nashville, TN 37219
	Vaughn.wilson@nashville.gov
	IP Address: 170.190.198.185

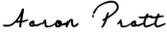
Record Tracking

Status: Original 8/8/2023 11:00:04 AM	Holder: Vaughn Wislon Vaughn.wilson@nashville.gov	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Metropolitan Government of Nashville and Davidson County	Location: DocuSign

Signer Events

Signer Events	Signature	Timestamp
Kenneth Hartlage kenneth.hartlage@nashville.gov Security Level: Email, Account Authentication (None)		Sent: 8/8/2023 11:09:12 AM Viewed: 8/8/2023 7:00:24 PM Signed: 8/8/2023 7:00:48 PM
	Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	

Electronic Record and Signature Disclosure:
Accepted: 8/8/2023 7:00:24 PM
ID: 006acc71-182f-4625-9d7c-1efbeb2516be

Aaron Pratt aaron.pratt@nashville.gov Security Level: Email, Account Authentication (None)		Sent: 8/8/2023 7:00:52 PM Viewed: 8/9/2023 6:50:02 AM Signed: 8/9/2023 6:50:11 AM
	Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Kelly Flannery kelly.Flannery@nashville.gov Security Level: Email, Account Authentication (None)		Sent: 8/9/2023 6:50:14 AM Viewed: 8/9/2023 7:32:55 AM Signed: 8/9/2023 7:33:05 AM
	Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.100	

Electronic Record and Signature Disclosure:
Accepted: 8/9/2023 7:32:55 AM
ID: 48f55d76-2be0-45ac-a673-604f9775f45f

Balogun Cobb balogun.cobb@nashville.gov Security Level: Email, Account Authentication (None)		Sent: 8/9/2023 7:33:09 AM Viewed: 8/9/2023 8:27:40 AM Signed: 8/9/2023 8:27:54 AM
	Signature Adoption: Pre-selected Style Using IP Address: 172.58.147.77 Signed using mobile	

Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
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Accepted: 8/9/2023 8:27:40 AM
 ID: 9f21f3a9-7884-43c2-91a2-b827cbeb4c0e

Courtney Mohan
 courtney.mohan@nashville.gov
 Security Level: Email, Account Authentication (None)

Courtney Mohan

Sent: 8/9/2023 8:27:58 AM
 Viewed: 8/9/2023 8:28:43 AM
 Signed: 8/9/2023 8:44:08 AM

Signature Adoption: Pre-selected Style
 Using IP Address: 170.190.198.185

Electronic Record and Signature Disclosure:

Accepted: 8/9/2023 8:28:43 AM
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In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Danielle Godin
 danielle.godin@nashville.gov
 Security Level: Email, Account Authentication (None)

COPIED

Sent: 8/9/2023 8:44:12 AM
 Viewed: 8/9/2023 8:53:50 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Sally Palmer
 sally.palmer@nashville.gov
 Security Level: Email, Account Authentication (None)

COPIED

Sent: 8/9/2023 8:44:13 AM

Electronic Record and Signature Disclosure:

Accepted: 8/8/2023 7:45:24 AM
 ID: 3723a3a4-78e7-4dd4-9c1c-b3eb03019c5a

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	8/8/2023 11:09:12 AM
Certified Delivered	Security Checked	8/9/2023 8:28:43 AM
Signing Complete	Security Checked	8/9/2023 8:44:08 AM
Completed	Security Checked	8/9/2023 8:44:13 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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RESOLUTION NO. RS2023-_____

A resolution honoring the life of Reverend Charles Frederick Strobel and requesting that Nashville's Permanent Supportive Housing Center be named in his honor.

WHEREAS, beloved Nashvillian, longtime priest and humanitarian, Reverend Charles Frederick Strobel passed away at the age of 80 on August 6, 2023; and

WHEREAS, Strobel was born in Nashville, Tennessee in 1943 and grew up on 7th Avenue North in Germantown, a neighborhood that was anchored by the Church of the Assumption; and

WHEREAS, he was a graduate of Father Ryan High School and spent four years in the seminary at St. Mary's College in Kentucky, receiving his bachelor's degree in philosophy. Strobel went on to receive a master's degree in theology from Catholic University, a master's in education from Xavier University, and an honorary doctorate in divinity from MacMurray College; and

WHEREAS, after he was ordained in January 1970, Reverend Strobel served for five years as the Associate Pastor Immaculate Conception parish in Knoxville, Tennessee and also taught at Knoxville Catholic High School, and was an instructor in the University of Tennessee's Department of Human Services; and

WHEREAS, Strobel returned to Nashville in 1975 to serve as associate pastor of Holy Rosary Catholic Church in Donelson; and

WHEREAS, one of Strobel's most significant impacts on Nashville, Room In The Inn, began on a winter night in 1985 when he looked out the window of the rectory of East Nashville's Holy Name Catholic Church and saw people sitting in cars, trying to make it through the bitter cold night; and

WHEREAS, Strobel invited the people into the church, gave them a meal, and a place to sleep for the night. His act of kindness sparked his larger idea to create a city-wide program in which congregations across Nashville provide food, shelter, and community during the winter months; and

WHEREAS, Strobel launched Room In The Inn in December 1986 with four congregations, and by the end of that winter, 31 churches, synagogues, and mosques answered the call to welcome unhoused people; and

WHEREAS, in 2005, Strobel asked his longtime colleague and friend, Rachel Hester, to become Executive Director of Room In The Inn, and he became Founding Director; and

WHEREAS, today, Room In The Inn comprises nearly 200 congregations and more than 7,000 volunteers who shelter nearly 1,500 people each winter, and more than 30 Room In The Inn programs now operate across the country; and

WHEREAS, Room In The Inn's headquarters in Nashville is located downtown and offers emergency services, transitional programs, and long-term solutions including mental and physical health care services, education, employment support, and permanent housing solutions to help people rebuild their lives; and

WHEREAS, much in part to his upbringing, Charles Strobel dedicated his life to serving and advocating for underserved members of the community. He was very passionate about racial justice, mental health, and was a lifelong vocal opponent of capital punishment; and

WHEREAS, Strobel was devoted to the city of Nashville and the people in it. Many friends referred to him as “Charlie”, and he rarely turned down an invitation. He attended every family gathering, known for hitting several parties in the same night, was a breakfast regular at Noshville, and a familiar face at the finish line of The Boulevard Bolt; and

WHEREAS, Strobel’s favorite pastime was baseball, a fascination which started at a young age at the old Sulphur Dell ballpark in North Nashville. He was a formidable player and participated in competitive leagues well into his 70s, and was often seen at most Nashville Sounds and Vanderbilt baseball games; and

WHEREAS, Strobel will be remembered for his humanitarian work, his kindness and generosity towards all people, and his bright spirit; and

WHEREAS, Section 13.26.010 of the Metropolitan Code of Laws authorizes the Metropolitan Council to name buildings and structures of the Metropolitan Government by ordinance; and

WHEREAS, the Council is not scheduled to meet again until October 3, 2023, at which meeting an ordinance should be filed to rename Nashville’s first permanent supportive housing center, located at 600 2nd Avenue North, in his honor; and

WHEREAS, it is fitting and proper that the Metropolitan Council honors the life and work of Charles Strobel by supporting the naming of Nashville’s first permanent supporting housing center in his honor.

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

Section 1. The Metropolitan Council hereby goes on record as honoring the life of Reverend Charles Frederick Strobel.

Section 2. That the Metropolitan Council hereby requests that an ordinance be filed next term to name Nashville’s Permanent Supportive Housing Center in honor of Reverend Charles Frederick Strobel.

Section 3. This Resolution shall take effect from and after its passage, the welfare of the Metropolitan Government of Nashville and Davidson County requiring it.

INTRODUCED BY:

Russ Pulley
Member of Council

RESOLUTION NO. RS2023-___

A resolution recognizing September 15 through October 15, 2023, as Hispanic Heritage Month in Nashville and Davidson County.

WHEREAS, September 15, 2023 through October 15, 2023 has been declared as Hispanic Heritage Month to honor the role that Hispanics have played and continue to play in the economic, cultural and social development of our Nation. The observation began in 1968 as “Hispanic Heritage Week” under President Lyndon Johnson and was later expanded by President Ronald Reagan in 1988 to cover the 30-day period starting September 15 and ending October 15. It was enacted into law on August 17, 1988 upon adoption of Public Law 100-402; and

WHEREAS, Hispanic people make up a significant portion of the labor force, working as elected officials, CEOs, small business owners, entrepreneurs and homemakers who provide leadership, guidance and support of the values which strengthen our economy; and

WHEREAS, Hispanics of many nationalities in the city of Nashville are unique leaders and exceptional role models in all professions and have distinguished themselves as smart and wise business owners, creating jobs, paying wages and demonstrating that they are a positive force in our local communities and neighborhoods; and

WHEREAS, Hispanic Americans serve in all branches of the Armed Forces and have fought bravely in every war in the history of the United States; and

WHEREAS, Hispanic business owners, despite the many risks and personal sacrifices they encounter, continue to be inspirations to their families, employees, and to the community; and their successes provide inspiring stories to emulate; and

WHEREAS, Hispanic-owned businesses represent the fastest growing segment of small businesses in the United States, growing at more than 15 times the national average; and

WHEREAS, when Hispanics succeed, our nation, state, region and city all succeed; and therefore the potential of all Hispanics should be limited only by the breadth of their dreams.

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

Section 1. The Metropolitan Council hereby goes on record as recognizing September 15 to October 15, 2023, as Hispanic Heritage Month in Nashville and Davidson County to honor the many accomplishments and contributions made by members of the Hispanic community, and to encourage all residents to celebrate and support the people and businesses that make Nashville a unique and wonderful city.

Section 2. This Resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

SPONSORED BY:

Sandra Sepulveda
Member of Council

Resolution No. _____

A resolution appropriating a total of \$1,000,000 from the Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Health Department, to NashvilleHealth and authorizing the Metropolitan Health Department to enter into a grant contract with NashvilleHealth for a Healthy Nashville Study.

WHEREAS, Section 7-3-314 of the Tennessee Code Annotated states that metropolitan forms of government may provide financial assistance to nonprofit organizations in accordance with the guidelines of the Metropolitan Government; and,

WHEREAS, Section 5.04.070 of the Metropolitan Code of Laws provides that the Council may, by Resolution, appropriate funds for the financial aid of nonprofit organizations; and,

WHEREAS, BL2023-1867 has appropriated \$1,000,000 in funding for a Healthy Nashville Study; and,

WHEREAS, this funding should be used for the provision of a collective impact multi-organization demonstration to engage health disparities by the establishment of a Wellness Opportunity Zone centered in North Nashville; and,

WHEREAS, a Wellness Opportunity Zone is a vulnerable geographic area within the Nashville and/or Middle Tennessee community that has been and continues to be impacted by longstanding social, economic, and structural inequities represented by at least two data-backed health disparities; and,

WHEREAS, a Wellness Opportunity Zone is further defined by an ability to be measurably impacted by collective action and Health Equity Coalition demonstration projects that target data informed and zone-specific health disparities; and,

WHEREAS, this funding will support a coordinated coalition of non-profits and community-based organizations to target uncontrolled hypertension in 37208 and its underlying determinants to measurably move the needle on health disparities within this zone and to put the city of Nashville on a path to becoming the healthiest city in the nation; and,

WHEREAS, NashvilleHealth, as the architect and design arm of the Health Equity Coalition, should serve as the administrator and organizer of an organizational cohort to study and address social and structural inequities and to inform advocacy and policy for long-term impact; and,

WHEREAS, it is to the benefit of the citizens of The Metropolitan Government of Nashville and Davidson County that these funds be appropriated to these nonprofit organizations.



Metro Public Health Dept

Nashville / Davidson County

Protecting, Improving, and Sustaining Health

John Cooper, Mayor

Gill C. Wright III, MD MMM FAAFP

Director of Health

Board of Health

Tené Hamilton Franklin MS, Chair

Calvin M. Smith III MD, Vice-Chair

Carol Etherington MSN RN FAAN

David A. Frederick MS

Lloyda B. Williamson MD DFAPA FAACAP

Marie R. Griffin MD MPH

Adriana Bialostozky MD

August 11, 2023

Metropolitan Council of Nashville and Davidson County

Historic Metro Courthouse

1 Public Square

Suite 204, Metro Council Office

Nashville, TN 37201

Ref: Hypertension Pilot Program for Stroke and Heart Attack Prevention Grant

Metro Council Members:

I would like to ask for you to allow the attached grant to be filed late. It was received after the deadline and we would like to have it considered prior to the end of this Council's tenure.

Thank you for your consideration.

Sincerely,

Gill C. Wright, III, MD MMM FAAFP

Director of Health

Grant contract between the Metropolitan Government of Nashville and Davidson County and Neighborhood Health, Inc. Contract # _____

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

This Grant Contract issued and entered into pursuant to Resolution RS2023-_____ by and between the Metropolitan Government of Nashville and Davidson County (“Metro”), and NashvilleHealth, (“Recipient”), is for the provision of the collective impact multi-organization demonstration to engage health disparities by the establishment of a Wellness Opportunity Zone, the Healthy Nashville Pilot Project, centered in North Nashville zip code 37208, as further defined in the "SCOPE OF PROGRAM" and detailed in this Grant Contract. **Attachments A through E** incorporated herein by reference.

A. SCOPE OF PROGRAM:

- A.1. The Recipient will furnish expertise and staff knowledge in the roll-out of the Healthy Nashville Pilot Project with a focus on reducing health disparities in North Nashville that improve health equity by engaging both chronic conditions (hypertension and resulting complications including heart disease and stroke) and social determinants (food, nutrition, transportation, etc.) via community-based organizations. These funds will be used to design, administer and fund the project, meet with Metro officials and stakeholders as needed, as well as report on the progress of the work.
- A.2. The Recipient must spend funds consistent with the Grant Spending Plan, attached and incorporated herein as **Attachment A**. The Recipient must collect data to evaluate the effectiveness of their services and must provide those results to Metro according to a mutually acceptable process and schedule, and when needed, upon request.
- A.3. The Recipient must comply with all quarterly reporting requirements. Recipient must submit quarterly reports that contain the following:
- Demographic profile of consumer population to include: age, gender, race and ethnicity, primary language spoken (where applicable), country of origin, insurance coverage (insured/uninsured) and type or diagnosis of health condition status
 - Number of medical visits, blood pressure control and patients
 - Description of the social determinates of health as each is identified
 - Number and percent of panel patients utilizing cohort resources to mitigate social determinants
 - Cohort utilization (such as mobility questionnaire, delivered meals, job services referrals, etc.)
 - Organizational engagement (such as meeting attendance, training, strategic planning, etc.)
 - Other data as requested.
- A.4. The Recipient will only utilize these grant funds for services the Recipient provides to residents and/or visitors of Davidson County through the Recipient’s chronic disease reduction pilot program in Davidson County.
- A.5. Recipient and its employees must perform their duties under this Grant contract fairly and impartially. Recipient and its employees shall not give reasonable basis by their conduct the impression that any person can improperly influence, or unduly enjoy their favor in, the performance of their duties under this Grant contract, or that they are unduly affected by the kinship, rank, position or influence of any person.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Neighborhood Health, Inc. Contract # _____

A.6. Recipient and all personnel associated with providing the Chronic Disease Reduction Services for this Grant Contract must not engage in conduct that violates state, federal, or local laws or any conduct which would affect the ability of Recipient to effectively provide services under this Grant Contract.

B. GRANT CONTRACT TERM:

B.1. **Grant Contract Term.** The term of this Grant will be twenty-four (24) months, commencing on September 1, 2023 and ending on August 31, 2025. 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 Million dollars (\$1,000,000). 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. For each invoice submitted, the Recipient shall certify that the funds were utilized for necessary expenditures related to engaging chronic disease and health disparities.

Upon progress toward the completion of the work, as described in Section A of this Grant Contract, the Recipient shall submit invoices and any supporting documentation as requested by Metro to demonstrate that the funds are used as required by this Grant, prior to any payment for allowable costs. Such invoices shall be submitted no more often than monthly.

Recipient must send all invoices to Metro Public Health Department, Melva.Black@nashville.gov.

Final invoices for the contract period should be received by September 15, 2025. 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 Metro Public Health Department, within forty-five (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 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. Any unallowable cost discovered after payment of the final invoice shall be returned by the Recipient to Metro within fifteen (15) days of notice.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Neighborhood Health, Inc. Contract # _____

- 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 and approved by the Metropolitan Council.
- 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 - Notice.** Metro may terminate the Grant Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by Metro. Metro shall give the Recipient at least thirty (30) days written notice before effective termination date.
- (a) The Recipient shall be entitled to receive compensation for satisfactory, authorized service completed as of the effective termination date, but in no event shall Metro be liable to the Recipient for compensation for any service that has not been rendered.
- (b) Upon such termination, the Recipient shall have no right to any actual general, special, incidental, consequential or any other damages whatsoever of any description or amount.
- D.5. **Termination - Funding.** The Grant Contract is subject to the appropriation and availability of local, State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, Metro shall have the right to terminate the Grant Contract immediately upon written notice to the Recipient. Upon receipt of the written notice, the Recipient shall cease all work associated with the Grant Contract on or before the effective termination date specified in the written notice. Should such an event occur, the Recipient shall be entitled to compensation for all satisfactory and authorized services completed as of the effective termination date. The

Grant contract between the Metropolitan Government of Nashville and Davidson County and Neighborhood Health, Inc. Contract # _____

Recipient shall be responsible for repayment of any funds already received in excess of satisfactory and authorized services completed as of the effective termination date.

- D.6. **Subcontracting.** The Recipient shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of Metro. Notwithstanding any use of approved subGrantee, 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 Non-profit 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 within forty-five (45) days after August 31, 2024, and a Final Program Report, to be received by Metro Public Health Department, within forty-five (45) days of the end of the Grant Contract. Said reports shall detail the outcome of the activities funded under this Grant Contract.
- 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.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Neighborhood Health, Inc. 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 Grantees, 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 Grantees, 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. **Iran Divestment Act.** In accordance with the Iran Divestment Act, Tennessee Code Annotated § 12-12-101 et seq., Recipient certifies that to the best of its knowledge and belief, neither Recipient nor any of its subcontractors are on the list created pursuant to Tennessee Code Annotated § 12-12-106. Misrepresentation may result in civil and criminal sanctions, including contract termination, debarment, or suspension from being a contractor or subcontractor under Metro contracts.
- D.19. **State, Local and Federal Compliance.** The Recipient agrees to comply with all applicable federal, state and local laws and regulations in the performance of this Grant Contract. Metro shall have the right to terminate this Grant Contract at any time for failure of Recipient to comply with applicable federal, state or local laws in connection with the performance of services under this Grant Contract.
- D.20. **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.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Neighborhood Health, Inc. Contract # _____

- D.21. **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.22. **Headings.** Section headings are for reference purposes only and will not be construed as part of this Grant Contract.
- D.23. **Severability.** In the event any provision of this Agreement is rendered invalid or unenforceable, said provision(s) hereof will be immediately void and may be renegotiated for the sole purpose of rectifying the error. The remainder of the provisions of this Agreement not in question shall remain in full force and effect.
- D.24. **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 Five Thousand dollars (\$5,000).
- 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.25. **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.26. **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 subGrantee under a contract to the prime Grantee or higher tier subGrantee 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.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Neighborhood Health, Inc. Contract # _____

D.27. **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 email transmission, or by first class mail, addressed to the respective party at the appropriate email or physical address as set forth below or to such other party, email, or address as may be hereafter specified by written notice.

Metro

For contract-related matters:
Metro Public Health Department
2500 Charlotte Avenue
Nashville, TN 37209
(615) 340-8900
Holly.Rice@nashville.gov

For inquiries regarding invoices:
Metro Public Health Department
2500 Charlotte Avenue
Nashville, TN 37209
(615) 340-5634
Nancy.Uribe@nashville.gov

Recipient

NashvilleHealth
3810 Bedford Avenue
Suite 200
Nashville, TN 37215
probinette@nashvillehealth.org

D.28. **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.29. **Certification Regarding Debarment and Convictions.**

- (a) Recipient certifies that Recipient, and its current and future principals:
 - i. are not presently debarred, suspended, or proposed for debarment from participation in any federal or state grant program;
 - ii. have not within a three (3) year period preceding this Grant Contract been convicted of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) grant;
 - iii. have not within a three (3) year period preceding this Grant Contract been convicted of embezzlement, obstruction of justice, theft, forgery, bribery,

Grant contract between the Metropolitan Government of Nashville and Davidson County and Neighborhood Health, Inc. Contract # _____

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.29(a)(ii) and D.29(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.29(a).

D.30. **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.

D.31. **Health Insurance Portability and Accountability Act.** Metro and Recipient shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its accompanying regulations.

- (a) Recipient warrants that it is familiar with the requirements of HIPAA and its accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Agreement.

- (b) Recipient warrants that it will cooperate with Metro, including cooperation and coordination with Metro privacy officials and other compliance officers required by HIPAA and its regulations, in the course of performance of this Agreement so that both parties will be in compliance with HIPAA.

- (c) Recipient agrees to sign documents, including but not limited to Business Associate agreements, as required by HIPAA and that are reasonably necessary to keep Metro and Recipient in compliance with HIPAA. This provision shall not apply if information received by the Recipient from Metro under this Agreement is not "protected health information" as defined by HIPAA, or if HIPAA permits Recipient and Metro to receive such information without entering into a Business Associate agreement or signing another such document.

(THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.)

Grant contract between the Metropolitan Government of Nashville and Davidson County and Neighborhood Health, Inc. Contract # _____

Recipient: NashvilleHealth

By: _____

Title: _____

Sworn to and subscribed to before me, a Notary Public this _____ day of _____, 2023, by _____, the _____ of Contractor and duly authorized to execute this instrument on Contractor's behalf.

Notary Public: _____

My Commission Expires: _____

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

Director, Metro Public Health Department

Date

Chair, Board of Health

Date

APPROVED AS TO AVAILABILITY OF FUNDS:

Director, Department of Finance

Date

APPROVED AS TO RISK AND INSURANCE:

Director of Risk Management Services

Date

APPROVED AS TO FORM AND LEGALITY:

Metropolitan Attorney

Date

FILED:

Metropolitan Clerk

Date

**Grant contract between the Metropolitan Government of Nashville and Davidson County and
Neighborhood Health, Inc. Contract # _____**

Table of Contents of Attachments:

- A. Grant Spending Plan
- B. Internal Revenue Service 501 (c)(3) Tax-Exempt Organization Letter
- C. Non-Profit Charter and Tennessee Secretary of State Non-Profit Confirmation
- D. Independent Audit completed by Certified Public Accountant
- E. Non-Profit Grants Manual Receipt Acknowledgement

SUBSTITUTE ORDINANCE NO. BL2023-1838

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 RS7.5 to ~~RM20-A~~ SP zoning for property located at Ewing Drive (unnumbered), at the southeast corner of Knight Drive and Ewing Drive (2.54 acres), all of which is described herein (Proposal No. ~~2022Z-109PR-004~~ 2023SP-068-001).

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 RS7.5 to ~~RM20-A~~ SP zoning for property located at Ewing Drive (unnumbered), at the southeast corner of Knight Drive and Ewing Drive (2.54 acres), being on Property Parcel No. 114 as designated on Map 059 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.~~ on the plan that was duly considered by the Metropolitan Planning Commission, and which is on file with the Metropolitan Planning Department and Metropolitan Clerk's Department 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. Be it further enacted, that the uses of this SP shall be limited to 50 multi-family residential units. Short term rental property, owner occupied, and short term rental property, not owner occupied, shall be prohibited.

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

1. The Regulatory Standards require compliance with the MCSP. However, if it is determined at final site plan that an alternative design provides for better protection of existing trees along the western boundary, then an alternative may be approved. NDOT and Planning may also waive sidewalks and allow a payment in lieu.
2. The final site plan shall label all internal driveways as "Private Driveways." A note shall be added to the final site plan that the driveways shall be maintained by the Homeowner's Association
3. The final site plan shall depict the required public sidewalks, any required grass strip or frontage zone and the location of all existing and proposed vertical obstructions within the required sidewalk and grass strip or frontage zone. Prior to the issuance of use and occupancy permits, existing vertical obstructions shall be relocated outside of the required sidewalk. Vertical obstructions are only permitted within the required grass strip or frontage zone.
4. The Preliminary SP plan is the site plan and associated documents. If applicable, remove all notes and references that indicate that the site plan is illustrative, conceptual, etc.

5. 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.

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 RM-20 zoning district as of the date of the applicable request or application. Uses are limited as described in the Council ordinance.

Section 3 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.

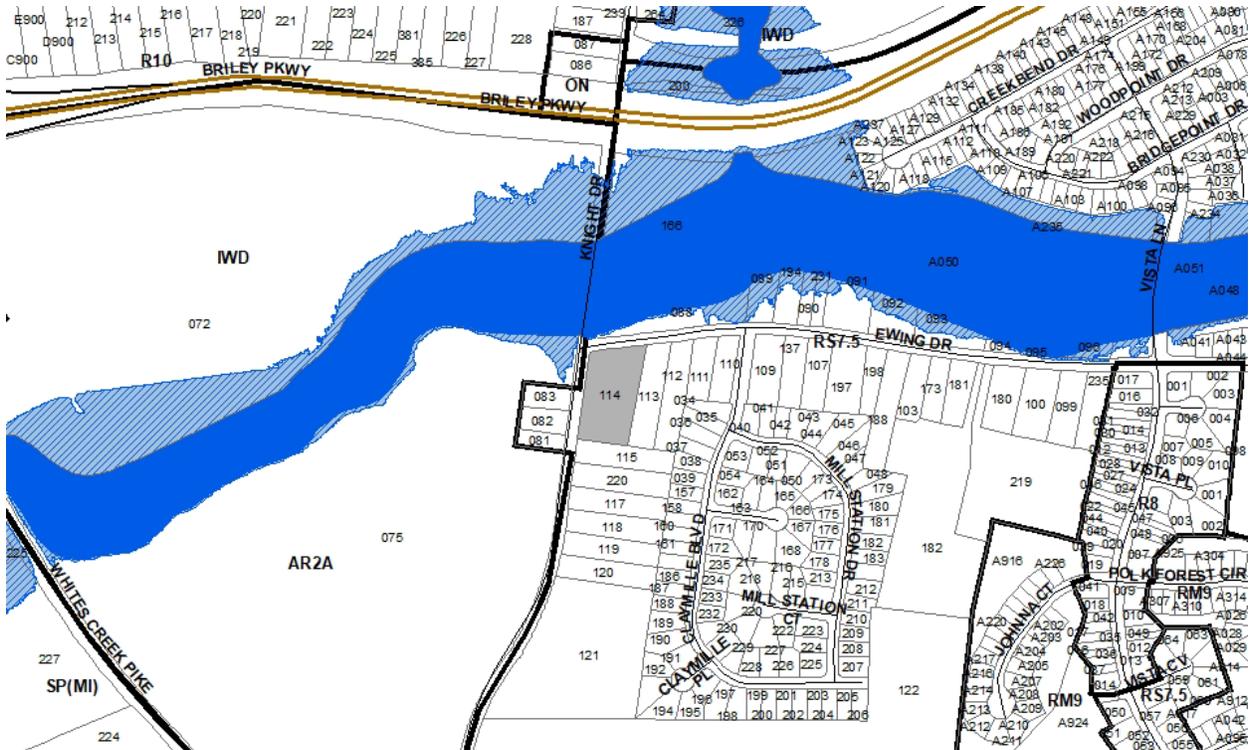
Section 4-9. This Ordinance shall take effect upon publication of above said notice announcing such change in a newspaper of general circulation, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

INTRODUCED BY:

Kyonzté Toombs
Member of Council

Map 059, Parcel(s) 114
Knight & Ewing SP
Subarea 03, Bordeaux – Whites Creek – Haynes Trinity District
02 (Kyonzté Toombs)
Application fee paid by: Stratus Construction Inc.

By changing from RS7.5 to SP zoning for property located at Ewing Drive (unnumbered), at the southeast corner of Knight Drive and Ewing Drive (2.54 acres), requested by Scott Davis, applicant; Stratus Construction Inc., owner.



Regulatory SP

Ewing Drive and Knight Drive

Map 059, Parcel 114

2.54 acres

Current zoning RS7.5

1. Permitted uses shall be limited to 50 multi-family residential units. Short term rental property, owner occupied, and short term rental property, not owner occupied, shall be prohibited.
2. Maximum FAR shall be 0.80.
3. Maximum ISR shall be 0.70.
4. A minimum of 20% of the site shall be designated as open space.
5. Trees along the western property line shall be preserved except where removal is necessary due to stormwater management and ingress/egress location(s).
6. The cemetery on the site shall be fenced, and fencing shall be maintained by property owner. A five-foot access easement to the cemetery from Ewing Drive shall be platted prior to Final SP approval. The access easement shall be maintained by the property owner.
7. All development within the boundaries of this SP shall meet the requirements of the Americans with Disabilities Act and the Fair Housing Act.
8. Building facades shall be constructed of brick, brick veneer, stone, cast stone, cementitious siding, glass, or materials substantially similar in form and function, unless otherwise approved in detailed building elevations included in the preliminary SP.
9. Building height shall be limited to 3 stories in 35 feet. Height shall be measured from average elevation at finished grade to midpoint of primary roof pitch or top of parapet for a flat roof.
10. Fallback zoning shall be RM20-A.
11. The final site plan/building permit site plan shall depict any required public sidewalks, any required grass strip or frontage zone, and the location of all existing and proposed vertical obstructions within the required sidewalk and grass strip or frontage zone. Prior to the issuance of use and occupancy permits, existing vertical obstructions shall be relocated outside of the required sidewalk. Vertical obstructions are only permitted within the required grass strip or frontage zone.
12. Ewing Drive and Knight Drive shall be improved along the property frontage per the MCSP requirements.
13. Landscaping and tree density requirements shall be provided per Metro Zoning Code. A complete landscape plan will be required with Final SP submittal.
14. Parking shall be provided per Metro Zoning Code.

AMENDMENT NO. ____
TO
ORDINANCE NO. BL2023-1869

Mr. President –

I hereby move to amend Ordinance No. BL2023-1869 as follows:

I. By amending Section 1, proposed Metropolitan Code of Laws Section 6.77.030, Subsection B, as follows:

B. In making the above findings, the MTLC shall, at a minimum, take into consideration the number of entertainment transportation vehicles already in operation, whether existing service is adequate to meet the public need, or so great as to be exceeding the public need and unnecessarily adding to traffic congestion; the character, experience, financial condition and responsibility of the applicant, and such criteria as may be adopted by the MTLC in its rules. However, the MTLC shall not take into consideration an entertainment transportation vehicle already in operation if the vehicle has forward-facing seating for all passengers, requires passengers to be seated while the vehicle is moving, travels a fixed route, and does not permit passengers to consume beer, ale, wine, or other alcoholic beverages.

II. By amending Section 2, proposed Metropolitan Code of Laws Section 6.77.060, Subsection C, as follows:

C. If the MTLC has made a finding that the number of entertainment transportation vehicles already in operation immediately prior to the annual meeting, is so great as to be exceeding the public need and adding to traffic congestion, the MTLC shall determine what lower number would meet the public need. All renewing and new applicants, except those meeting the provisions of subsection E, shall be placed on notice that at the annual meeting they must show cause why their application for a new certificate, a renewal, or for the addition of vehicles to their fleet should be among the new number determined to be adequate to meet, and not exceed, the public need. It, accordingly, may not be possible to renew every certificate and/or vehicle that was permitted in the preceding year. In the event the number of permits is reduced and any existing permits are not renewed at the annual meeting, such non-renewed permitted vehicles may continue operating for 100 days from the date of the non-renewal. In determining which applications will be granted, the MTLC may take into consideration the following non-exclusive factors, among any other criteria they see fit to adopt in their regulations. Whether the applicant for a new or renewed certificate has:

1. Violated any of the provisions of this chapter or failed to comply with any rule or regulation established by the MTLC;
2. Violated any provision of this code or other ordinances of the metropolitan government or laws of the United States or the State of Tennessee, the violation of which reflects unfavorably on the fitness of the holder to offer transportation services,

including but not limited to, violations for excessive noise or alcoholic beverage open containers;

3. Failed to pay assessments or taxes due to the metropolitan government; or

4. Made a misrepresentation or false statement when obtaining or renewing a certificate or additional permits, or transferring a certificate.

II. By amending Section 2, proposed Metropolitan Code of Laws Section 6.77.060 by adding a new Subsection E as follows:

E. Any entertainment transportation vehicle already in operation which has forward-facing seating for all passengers, requires passengers to be seated while the vehicle is moving, travels a fixed route, and does not permit passengers to consume beer, ale, wine, or other alcoholic beverages and is otherwise operating in compliance with all applicable regulations shall not be subject to the reduction described in Subsection C.

SPONSORED BY:

Russ Pulley
Member of Council

SUBSTITUTE ORDINANCE NO. BL2023-1869

An ordinance to amend Title 6, Chapter 77, ~~Article 4~~ of the Metropolitan Code of Laws, regarding renewal of Entertainment Transportation certificates of public necessity and convenience and Entertainment Transportation vehicle permits.

WHEREAS, the current renewal language of Chapter 6.77 does not provide a process for reducing the number of certificates of public necessity and convenience (CPCN); and,

WHEREAS, this ordinance should put ~~ET~~ entertainment transportation vehicle CPCN holders and permittees on notice that they should not necessarily expect a routine annual renewal of CPCN's and permits granted in April, 2023, at the April, 2024, meeting of the Transportation Licensing Commission, due to the need to reduce numbers of ~~ET~~ entertainment transportation vehicles to increase the pace of traffic in downtown Nashville; and,

WHEREAS, sightseeing tour vehicles provide a different, more family-friendly experience than other entertainment transportation vehicles since the primary purpose of sightseeing tour vehicles is to offer passengers the ability to see and learn about Nashville's cultural and historical places; and

WHEREAS, unlike other entertainment transportation vehicles, sightseeing tour vehicles require passengers to remain seated and forward-facing to protect safety; and

WHEREAS, at its meeting on April 27, 2023, the Metropolitan Transportation Licensing Commission (MTLC) ~~met and voted to recommend~~ the approval of an ordinance to allow the MTLC to set limits on the number of entertainment transportation vehicle operators and vehicles ~~this ordinance to Council.~~

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

Section 1. That Section 6.77.010 of the Metropolitan Code is hereby amended by adding the following new definition:

"Sightseeing tour vehicle" means a vehicle that meets each of the following criteria:

1. has forward-facing seating for all passengers;
2. requires passengers to be seated while the vehicle is moving;
3. travels a fixed route; and
4. does not permit passengers to consume beer, ale, wine, or other alcoholic beverages unless the vehicle has been chartered for a single event with a minimum charter duration of three hours.

Section ~~4~~2. That Section 6.77.030 of the Metropolitan Code be hereby amended by deleting the current section in its entirety and replacing it with the following:

6.77.030 - Findings-Issuance of certificate, renewal or additional permits.

A. The MTLC must make a prerequisite finding as to what number of entertainment transportation vehicle service providers and vehicles are required by the public convenience and necessity, in the metropolitan government area, before it may issue any new certificates of public convenience and necessity, renew any previously issued expiring certificates, or add any

additional permitted vehicles to an existing certificate-holder's permitted fleet. Further, the MTLC must find that an applicant is fit, willing, and able to provide such service and to conform to the provisions of this chapter and the rules promulgated by the MTLC, before the MTLC may issue a certificate of public convenience and necessity to a particular applicant. The certificate shall state the name and address of the applicant, the number of vehicles authorized upon such certificate and the date of issuance.

B. In making the above findings, the MTLC shall, at a minimum, take into consideration the number of entertainment transportation vehicles already in operation, whether existing service is adequate to meet the public need, or so great as to be exceeding the public need and unnecessarily adding to traffic congestion; the character, experience, financial condition and responsibility of the applicant, and such criteria as may be adopted by the MTLC in its rules.

C. Any findings that result in a reduction in the number of entertainment transportation vehicle service providers and vehicles as required by the public convenience and necessity must be approved by resolution of the metropolitan council prior to being implemented by the MTLC.

Section 2. That Section 6.77.060 of the Metropolitan Code of Laws be hereby amended by deleting the current section in its entirety and replacing it with the following:

6.77.060 - Annual renewal.

A. All certificates issued under the provisions of this chapter shall expire on April 30 of the year following the date on which the certificate was issued. All certificates may be renewed by the MTLC director for each successive year between April 1 and 30 of each year, if the applicant meets all applicable standards for renewal as established by the MTLC, and if it has not been determined, pursuant to section 6.77.030, above, that the number of entertainment transportation vehicles already in operation is so great as to be exceeding the public need and adding to traffic congestion. A renewal fee for each approved certificate and other licensing fees shall be charged at the annual renewal of the certificate.

B. All applicants for renewal must be current with all assessments and taxes due to the metropolitan government.

C. If the MTLC has made a finding that the number of entertainment transportation vehicles already in operation immediately prior to the annual meeting, is so great as to be exceeding the public need and adding to traffic congestion, the MTLC shall determine what lower number would meet the public need. All renewing and new applicants shall be placed on notice that at the annual meeting they must show cause why their application for a new certificate, a renewal, or for the addition of vehicles to their fleet should be among the new number determined to be adequate to meet, and not exceed, the public need. It, accordingly, may not be possible to renew every certificate and/or vehicle that was permitted in the preceding year. In the event the number of permits is reduced and any existing permits are not renewed at the annual meeting, such non-renewed permitted vehicles may continue operating for 100 days from the date of the non-renewal. In determining which applications will be granted, the MTLC may take into consideration the following non-exclusive factors, among any other criteria they see fit to adopt in their regulations. Whether the applicant for a new or renewed certificate has:

1. Violated any of the provisions of this chapter or failed to comply with any rule or regulation established by the MTLC;
2. Violated any provision of this code or other ordinances of the metropolitan government or laws of the United States or the State of Tennessee, the violation of which reflects

unfavorably on the fitness of the holder to offer transportation services, including but not limited to, violations for excessive noise or alcoholic beverage open containers;

3. Failed to pay assessments or taxes due to the metropolitan government; or

4. Made a misrepresentation or false statement when obtaining or renewing a certificate or additional permits, or transferring a certificate.

D. If a licensed entertainment transportation vehicle company or individual fails to submit an application to renew by the deadline set by the MTLC for same, the license shall expire.

E. The MTLC shall have the authority to determine whether a limit should be set on the number of permitted sightseeing tour vehicles, provided however that existing sightseeing tour vehicles that are currently operating in compliance with all applicable regulations as of July 1, 2023 shall not be subject to any reduction pursuant to subsection C. In the event of a reduction in the number of entertainment transportation vehicles pursuant to subsection C, no entertainment transportation vehicle operating at the time of the reduction shall be permitted to convert to a sightseeing tour vehicle unless and until the MTLC has inspected the vehicle to ensure it meets the definition of sightseeing tour vehicle set forth in Section 6.77.010.

Section 3. That section 6.77.090 of the Metropolitan Code of Laws be hereby amended by deleting the current section in its entirety and replacing it with the following:

6.77.090 - Suspension and revocation.

A. A certificate issued under the provisions of this chapter may be revoked, suspended, placed on probation, or otherwise restricted, by the MTLC if the holder thereof has:

1. Violated any of the provisions of this chapter or failed to comply with any rule or regulation established by the MTLC;

2. Violated any provision of this code or other ordinances of the metropolitan government or laws of the United States or the State of Tennessee, the violation of which reflects unfavorably on the fitness of the holder to offer transportation services, including but not limited to, violations for excessive noise or alcoholic beverage open containers;

3. Failed to pay assessments or taxes due to the metropolitan government; or

4. Made a misrepresentation or false statement when obtaining or renewing a certificate or additional permits, or transferring a certificate.

B. Prior to any action to revoke, suspend, place on probation, or otherwise restrict a certificate, the holder shall be given notice to the address listed on their certificate of the proposed action to be taken and shall have an opportunity to be heard by the MTLC.

C. If the holder commits an act in violation of the criminal laws of the United States of America or state of Tennessee Code and the MTLC director determines that holder poses a threat to the public safety, the MTLC director may enact an emergency suspension of the holder's certificate to remain in effect until the holder has the opportunity to be heard by the MTLC at the next available meeting, but in no circumstance later than sixty days from the date of the emergency suspension.

D. A certificate holder that has had a certificate revoked or suspended, shall not be permitted to apply for a certificate as a sightseeing tour vehicle.

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

SPONSORED BY:

Russ Pulley
Member of Council

SUBSTITUTE ORDINANCE NO. BL2023-2047

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 CS and RS5 to SP zoning for properties located at 110 Grizzard Avenue and 121, 131, and 133 Old Trinity Lane, approximately 450 feet west of Dickerson Pike and partially located within a Planned Unit Development Overlay District, (8.69 acres), to permit a mixed use development, all of which is described herein (Proposal No. 2023SP-072-001).

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 and 121, 131, and 133 Old Trinity Lane, approximately 450 feet west of Dickerson Pike and partially located within a Planned Unit Development Overlay District, (8.69 acres), to permit a mixed use development., being Property Parcel No. 059 as designated on Map 071-03 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 plan that was duly considered by the Metropolitan Planning Commission, and which is on file with the Metropolitan Planning Department and Metropolitan Clerk's Department 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 071 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 all uses permitted by ORI-A-NS. Short term rental properties, owner occupied and short term rental properties, not owner occupied, shall be prohibited

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

1. 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.
2. The public north/south street connection envisioned by the Dickerson Pike Study shall be included with the first final site plan. The final cross section and alignment of the north/south public street connection will be determined prior to final site plan approval.
3. The greenway easement and greenway design envisioned by the Dickerson Pike Study shall be provided with the first final site plan and shall be approved by Metro Greenways, prior to final site plan approval.
4. Parking is per UZO requirements at a maximum.
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 ORI-A-NS zoning district as of the date of the applicable request or application. Uses are limited as described in the Council ordinance.

Section 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 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:

Sean Parker
Member of Council

Regulatory Specific Plan

GRIZZARD AVENUE



SP NAME	Grizzard Avenue SP
SP NUMBER	2023SP-072-001
COUNCIL DISTRICT	05
MAP & PARCEL	Map 71-03, Parcel 59 Map 71-07, Parcel 15 Map 71-07, Parcel 10 Map 71-07, Parcel 9
SITE DATA	8.44 ACRES
EXISTING ZONING	CS/RS5/PUD Overlay
PROPOSED ZONING	SP
ALLOWABLE LAND USES	All uses permitted by ORI-A-NS

Specific Plan (SP) Regulations:

The purpose of this regulatory SP is to permit a mixed use project that is compliant with the ORI-A-NS zoning standards with some exceptions at the time of Council approval of the Preliminary SP; The project shall also comply with the following requirements:

1. The entire length of the north/south road, identified in the Dickerson South Corridor Study and the MCSP, shall be included with the first FINAL SP site plan.
2. Parking for the development shall be per UZO code requirements.
3. Prior or with Final SP submittal, a fully scoped traffic study shall be submitted to NDOT. Traffic study shall be approved by NDOT prior to approval of Final SP.
4. Final constructions plans shall comply with the design regulations established by NDOT. Final design and improvements may vary based on actual field conditions. In general, on final: Callout roadway sections, ramps, sidewalks, curb & gutter, etc. per NDOT detail standards.
5. A private hauler will be required for waste/recycle disposal.
6. Building Design Standards:
 - a. Windows shall be vertically oriented at a ratio of 1.5:1 or greater, except for dormers.
 - b. Building facades shall be constructed of brick, brick veneer, stone, cast stone, cementitious siding, cementitious board, architectural paneling, metal, glass, or materials substantially similar in form and

Regulatory Specific Plan

function, unless otherwise approved on detailed building elevations included with the preliminary SP.

- c. Porches shall provide a minimum of six feet of depth; stoops shall provide a minimum of 4 feet of depth.
 - d. A raised foundation of 18" to 36" is required for all residential structures/units. Exceptions may be granted for accessible units, visitable units, and/or structures/units in areas where topographical conditions warrant lower or higher foundations. Screening is required when raised foundations exceed 36" along a public street or private street/drive.
7. Height shall be measured from the average elevation (average of 4 most exterior corners) at the finished grade (final ground elevation) to the midpoint of the primary roof pitch (the vertical distance from the eave to midpoint) or to the top of the parapet for a flat roof.
 8. Sidewalks shall be constructed to the standard of the Major and Collector Street Plan or, if on a local street, to local street standards.
 9. A complete landscape plan, compliant with zoning requirements shall be required with the Final SP submittal.
 10. The final site plan/ building permit site plan shall depict any required public sidewalks, any required grass strip or frontage zone and the location of all existing and proposed vertical obstructions within the required sidewalk and grass strip or frontage zone. Prior to issuance of use and occupancy permits, existing vertical obstructions shall be relocated outside of the required sidewalk. Vertical Obstructions are only permitted within the required grass strip or frontage zone.
 11. 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 ORI-A-NS zoning district as of the date of the applicable request or application.
 12. 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.
 13. 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.
 14. Short term rental property, owner and non owner occupied are prohibited.
 15. Development shall comply with all regulations in the Stormwater Management Manual at the time of final submittal.
 16. Approved as a Preliminary SP only. Public and/or private Water and Sanitary Sewer construction plans must be submitted and approved prior to Final Site Plan/SP approval. The approved construction plans must match the Final Site Plan/SP plans. Submittal of an availability study is required before the Final SP can be reviewed. Once

02 REGULATIONS

Regulatory Specific Plan

this study has been submitted, the applicant will need to address any outstanding issues brought forth by the results of this study. A minimum of 30% W&S Capacity must be paid before issuance of building permits.

17. Metro Historic recommends conducting a Phase I archaeological survey.
18. The final site plan must delineate and show the dimensions the floodway and associated buffers.
19. Delineate on the final site plan a Conservation Greenway Easement that includes at a minimum the floodway and 75' total Floodway Buffers Zones 1 and 2.
20. The greenway and greenway trail must be placed in a Conservation Greenway Easement the extent of which will be delineated and noted on the final site plan.
21. A Conservation Greenway Easement Agreement must be approved by Metro Parks Board and Metro Council be dedicated and memorialized in a Metro Parks' Conservation Greenway Easement Agreement with two exhibits: a legal description and a boundary survey of the easement, that must be recorded with the Davidson County Register of Deed's Office prior to the use and occupancy or the issuance of a use and occupancy letter for a new build in the SP zone district.
22. Greenway design to be provided by developer as part of the final site plan must ensure greenway can be built to comply with ADA regulations to be approved by Metro's ADA coordinator.
23. Greenway design to be provided by developer as part of the final site plan must include connections for future offsite extensions.
24. Greenway design to be provided by developer as part of the final site plan to comply with greenway standards and be approved by Parks.
25. Coordinate with Metro Parks Greenways staff regarding Park Board and Metro Council approval processes for Conservation Greenway Easement.
26. When Metro constructs the greenway trail it is to be open to the public 365 days/year per Metro Parks approved operating hours, except for times of routine maintenance where temporary closure is required for public safety.
27. No dumpsters, loading zones, HVAC units, or like to front the greenway and must be screened from greenway view.
28. Any access from the subject property/SP zone district onto the greenway shall be approved by Metro Parks at Final SP approval.
29. Provide landscape screen between surface parking/driveway and greenway view to the greatest extent reasonably possible.
30. No obstructions will be in a greenway easement, unless approved by Metro Parks staff, including, but not limited to site furniture, signage, and lighting.
31. Maintenance within Greenway Conservation Easement to be performed by Applicant until such time as the greenway is built or upon other agreement between Parks and the applicant.

03
REGULATIONS (CONT'D)

Regulatory Specific Plan

Current Zoning: CS/RS5/PUD Overlay

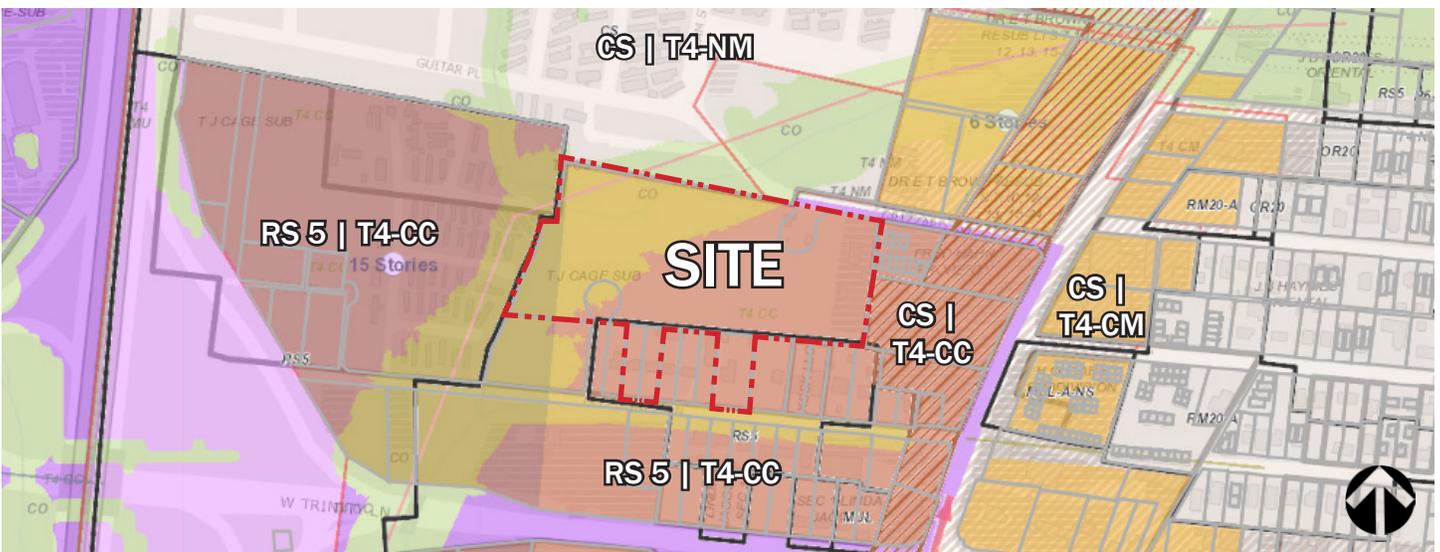
Current Land Use Policy: The property is located within the East Nashville Community Plan and within the Dickerson South Corridor Study. The current land use policy for the property is Urban Community Center (T4-CC and Conservation (CO). The proposed zoning is consistent with the policy’s recommended densities and objectives at this location.

T4 Urban Community Center: Encourage their development or redevelopment as intense mixed use areas that provide a mix of uses and services to meet the needs of the larger surrounding urban area. T4CC prioritize commercial, mixed use, and institutional land uses, with residential land uses in mixed use buildings or serving as a transition to adjoining policy areas. T4CC areas are pedestrian-friendly and are served by multiple modes of transportation.

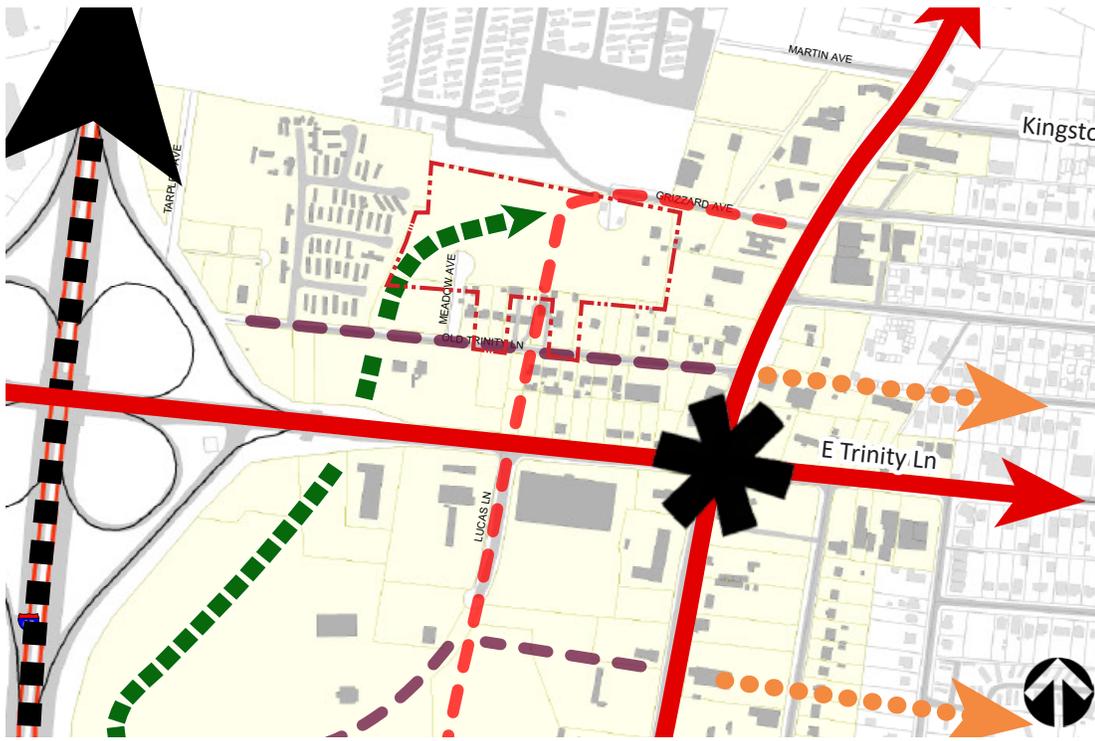
Dickerson South Corridor Study: Evolve toward a balanced mixture of residential and commercial land uses along the corridor that provides an opportunity for a varied development pattern in regard to the size, scale, and density.

Specifically for Dickerson Pk. and E. Trinity Ln.(from Dickerson Pk. to Lischey Ave.), enhance corridors by encouraging a greater mix of higher density residential and mixed use development. As shown in the mobility study, a collector street is proposed through the site as well as a continuation of the Pages Branch Creek Greenway Trail along the existing creek.

Policy Consistency: ORI-A zoning is a recommended zoning category in both the T4-CC policy and the Dickerson South Corridor Special Policy. Within the CCM, the project is compliant with the fundamental goal of providing intense mixed use areas that meet the needs of the surrounding urban area. Within the Special Policy, ORI-A is listed as a zoning district that meets the T4-CC policy per the zoning matrix titled “Table1: Subdistrict Zoning Guidance by Community Character Policy”. Furthermore, per policy guidance, the project is providing a new collector street and providing a greenway easement for the Pages Branch Greenway.



04 POLICY



- Legend**
- Existing major road with transit
 - - - Existing connections
 - - - Existing local connections
 - - - Proposed connections
 - - - Conceptual collector street
 - - - Conceptual street grid
 - xxxx Proposed street closure
 - ▣ Interstate
 - ★ Major intersection
 - - - Future Greenway (Pages Branch)

Mobility Map



- Dickerson South Supplemental Policy Building Height Subdistricts**
- 3 stories
 - 4 stories
 - 6 stories
 - 12 stories
 - 15 stories
 - Open space
 - ★ Punctuation of height of 8 to 10 stories appropriate at intersection of MCSP-classified Arterial-Blvd/Collector Ave

Building Height Subdistricts Map

05

POLICY

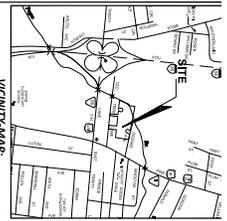
Table 1: Subdistrict Zoning Guidance by Community Character Policy

Community Character Policy	Appropriate Zoning Districts Listed by Supplemental Policy Subdistrict (maximum building height)				
	up to 3 stories	up to 4 stories	up to 6 stories	up to 12 stories	up to 15 stories
T4 -NM	RS7.5-A*				
T4-NE	R6-A * R8-A* RM9-A* RM15-A*	R6-A R8-A RM9-A RM15-A RM20-A*	R6-A R8-A RM9-A RM15-A RM20-A RM40-A*		
T4-MU			RM9-A RM15-A RM20-A RM40-A* MUN-A MUL-A OR20-A OR40-A*	RM100-A* MUN-A MUL-A MUG-A ORI-A*	
T4-CM		RM20-A* MUN-A* MUL-A*	RM9-A RM15-A RM20-A RM40-A* MUN-A MUL-A OR20-A OR40-A*	RM100-A* MUN-A MUL-A MUG-A ORI-A*	
T4-CC			RM9-A RM15-A RM20-A RM40-A* MUN-A MUL-A OR20-A OR40-A*	RM100-A* MUN-A MUL-A MUG-A ORI-A*	RM100-A MUN-A MUL-A MUG-A MUI-A* ORI-A
T5-MU					RM100-A MUN-A MUL-A MUG-A MUI-A* ORI-A

* Zoning districts that meet the policy and achieve close to the maximum height envisioned by the subdistrict.

Zoning Matrix



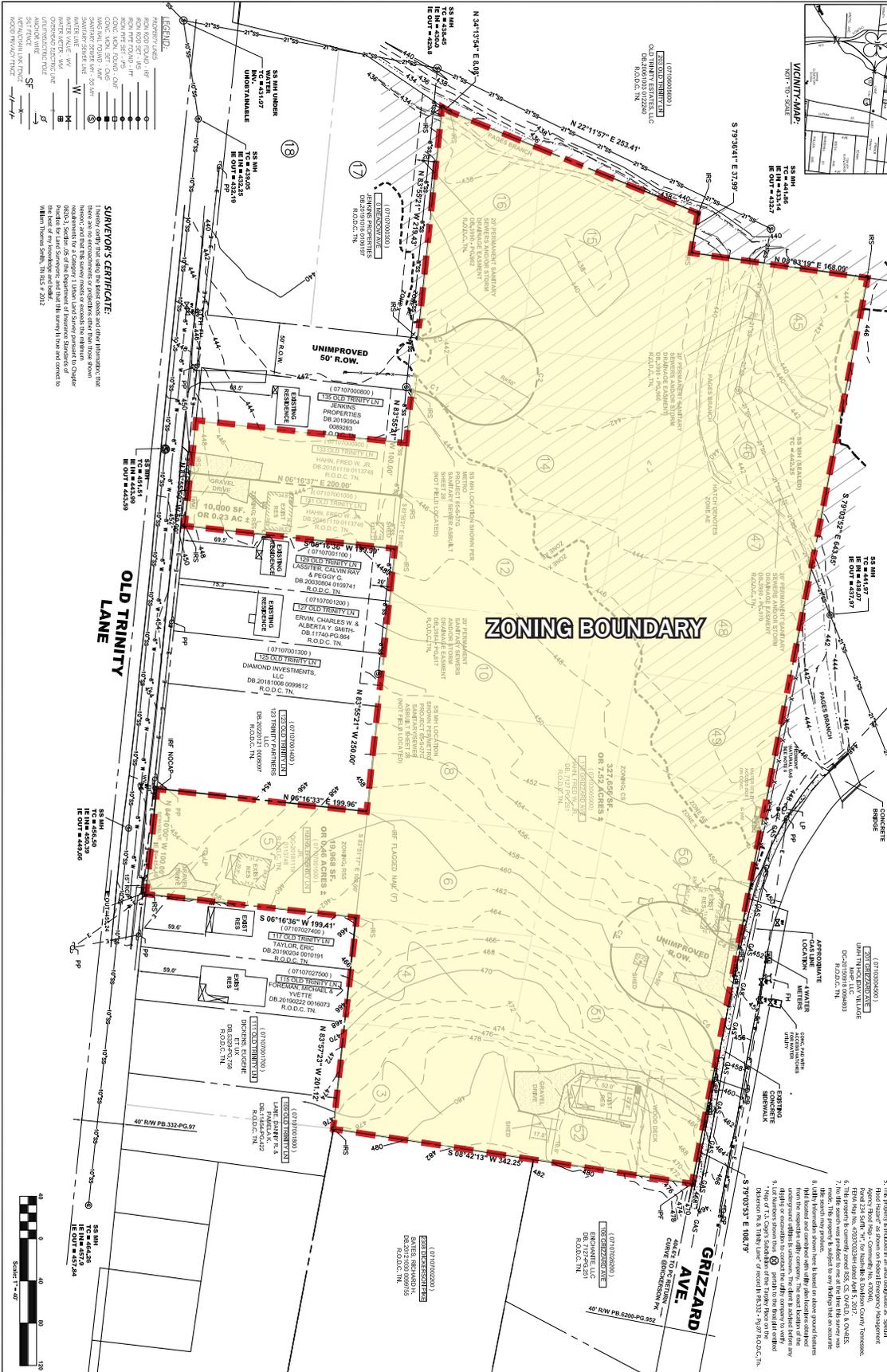


NUMBER OF THE ANGLE	POINTS	TANGENT	ARC LENGTH	CURVED DIRECTION	CURVED LENGTH
CA	50.00	18.89	230.35	N 83°52'21" W	72.68
CB	382.2309°	50.00	18.89	N 83°52'21" W	35.35
CC	41°24'05"	50.00	18.89	S 14°18'54" E	35.35
CD	48°58'10"	50.00	18.89	S 35°50'21" W	35.00
CE	235°32'39"	50.00	95.25	S 61°22'19" E	88.54
CF	99°58'01"	50.00	95.25	N 50°57'07" E	76.59

PARCEL NO.	LOT AREA, TABLE	ACRES
0710000900	327,656.3	7.52
0710000901	10,000.0	0.23
TOTAL AREA	337,656.3	8.21



- SURVYOR'S NOTES:**
1. Field notes and data were obtained from the owner's map 71-03-8.
 2. This property is currently owned by FRED W. HAHN JR. as shown on the plat for Parcel 58.00 and Parcel 015.00 of the 5th Council District, Davidson County, Tennessee.
 3. Boundary lines shown on this map were obtained from the owner's map 71-03-8.
 4. The survey was conducted in accordance with the standards and practices of a Professional Land Surveyor in the State of Tennessee.
 5. The survey was conducted on or about the date shown on the title block.
 6. The survey was conducted in accordance with the standards and practices of a Professional Land Surveyor in the State of Tennessee.
 7. The survey was conducted in accordance with the standards and practices of a Professional Land Surveyor in the State of Tennessee.
 8. The survey was conducted in accordance with the standards and practices of a Professional Land Surveyor in the State of Tennessee.
 9. The survey was conducted in accordance with the standards and practices of a Professional Land Surveyor in the State of Tennessee.
 10. The survey was conducted in accordance with the standards and practices of a Professional Land Surveyor in the State of Tennessee.



SURVYOR'S CERTIFICATE:

I, the undersigned, W.T. SMITH, a duly Licensed Professional Land Surveyor in the State of Tennessee, do hereby certify that the foregoing is a true and correct copy of the original survey as shown on the attached plat, and that the same was conducted in accordance with the standards and practices of a Professional Land Surveyor in the State of Tennessee.

Witness my hand and the seal of my office, this 14th day of July, 2023.

W.T. SMITH
Professional Land Surveyor
No. 10000

SHEET NO.
B-1.0

Boundary Survey of:
FRED W. HAHN JR. PROPERTY
23 Civil District - 5th Council District
TAX MAP 71-03 PARCEL 58.00 & 015.00
TAX MAP 71-07 PARCEL 015.00 & 010.00

W.T. SMITH-LAND SURVEYING
2494 N Mt. Juliet Rd, STE. 200
Mount Juliet, TN, 37122
PHONE: 615-512-6693
EMAIL: office@wtsmithsurvey.com

110 Grizzard Ave., 121 & 131 Old Trinity Ln.
Nashville - Davidson Co., Tennessee 37207

07
SURVEY

SUBSTITUTE ORDINANCE NO. BL2023-2053

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 Historic Preservation Overlay District to various properties located along 3rd and 4th Avenue North, southwest of Deaderick Street, zoned DTC (4.49 4.18 acres), all of which is described herein (Proposal No. 2023HP-001-001).

WHEREAS, the preservation and re-use of Downtown's historic buildings is critical to maintaining the character and identity of Nashville, and the continued preservation of these structures for future generations is a priority for the people of the Metropolitan Government of Nashville and Davidson County; and

WHEREAS, the Metropolitan Planning Department has begun the process of reviewing the height modification and bonus height programs that allow additional building height Downtown in exchange for a contribution to specified programs that provide benefits to the public; and

WHEREAS, increasing the square footage of transferrable development rights would provide a financial incentive for property owners to preserve historic properties that otherwise would fall into disrepair.

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 Historic Preservation Overlay District to various properties located along 3rd and 4th Avenue North, southwest of Deaderick Street, zoned DTC (4.49 4.18 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 plan that was duly considered by the Metropolitan Planning Commission, and which is on file with the Metropolitan Planning Department and Metropolitan Clerk's Department 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 093 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 Council hereby requests the Metropolitan Planning Department and the Metropolitan Planning Commission to prioritize the transfer of development rights for owners of historic structures by increasing the total amount of square feet permitted to be transferred to eligible receiving sites as part of its review.

Section ~~3~~4. The Metropolitan Clerk is directed to publish a notice announcing such change in a newspaper of general circulation within five days following final passage.

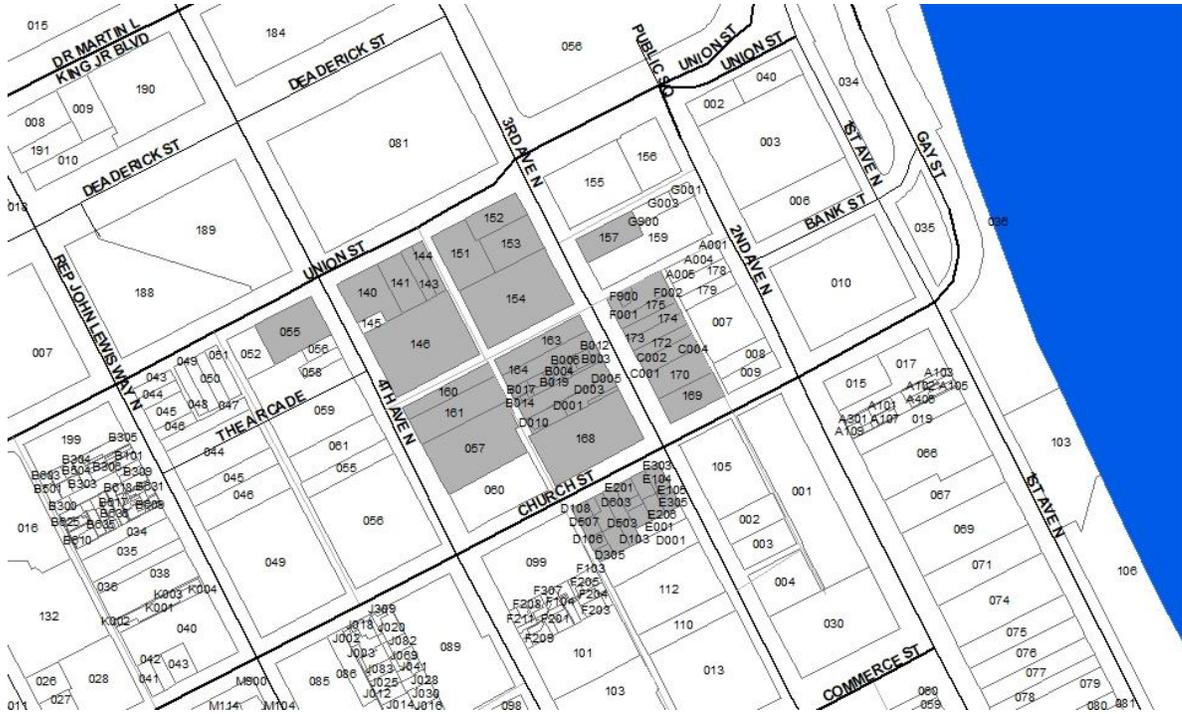
Section 45. This Ordinance shall take effect upon publication of above said notice announcing such change in a newspaper of general circulation, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

INTRODUCED BY:

Freddie O'Connell
Member of Council

2023HP-001-001
See attached parcel list.
District 19 (Freddie O'Connell)
Application fee paid by: Fee waived by Council

A request to apply a Historic Preservation Overlay District to various properties located along 3rd and 4th Avenue North, southwest of Deaderick Street, zoned DTC (4.18 acres), requested by Councilmember Freddie O'Connell, applicant; various owners.



APN	Owner	PropAddr	PropCity	St	Zip
09302315200	TN PRINTERS HOTEL OWNER, LLC	301 UNION ST	NASHVILLE	TN	37201
09302315300	TN PRINTERS HOTEL OWNER, LLC	231 3RD AVE N	NASHVILLE	TN	37201
09302315100	TN PRINTERS HOTEL OWNER, LLC	315 UNION ST	NASHVILLE	TN	37201
09302314400	323 UNION ST.	323 UNION ST	NASHVILLE	TN	37201
09302314300	323 UNION ST.-A JOINT VENTURE	325 UNION ST	NASHVILLE	TN	37201
09302315400	217 THIRD OWNERS LLC	217 3RD AVE N	NASHVILLE	TN	37201
09302314100	RAKA PROPERTIES. LLC	329 UNION ST	NASHVILLE	TN	37201
09302314000	MANEK HOLDINGS, LLC	333 UNION ST	NASHVILLE	TN	37201
09302314600	230 NORTH LLC	230 4TH AVE N	NASHVILLE	TN	37219
09302305500	FAIRLANE HOTEL PARTNERS WC, LP	241 4TH AVE N	NASHVILLE	TN	37219
09302315700	FED, LLC THE	226 3RD AVE N	NASHVILLE	TN	37201
093023F00100CO	218, LLC	218 3RD AVE N #100	NASHVILLE	TN	37201
09302317500	BYOURBED, LLC	216 3RD AVE N	NASHVILLE	TN	37201
09302317400	GREENLEE INVESTMENTS, LLC	214 3RD AVE N	NASHVILLE	TN	37201
09302316300	215 THIRD OWNERS, LLC	215 3RD AVE N	NASHVILLE	TN	37201
09302317300	TRI STONE PROPERTIES, LLC	212 3RD AVE N	NASHVILLE	TN	37201
09302317200	LEVINE, L. E. & LEVINE, CAROLYN R.	210 3RD AVE N	NASHVILLE	TN	37201
09302316400	BOWIE, GARY ROBERT & MALLOY, MELODY ANNE	213 3RD AVE N	NASHVILLE	TN	37201
093023C00100CO	PROFESSIONAL HOLDINGS, INC.	208 3RD AVE N 100	NASHVILLE	TN	37201
09302317000	TRUCKER, LEE A & COHEN, HENRIETTA REVCOB TRUST ETAL	204 3RD AVE N	NASHVILLE	TN	37201
09302316000	CONNOR VENTURE, LLC	222 4TH AVE N	NASHVILLE	TN	37219
09302316900	WEINSTEIN, BERNARD L. ET AL	200 3RD AVE N	NASHVILLE	TN	37201
09302316100	218 4TH, LLC	218 4TH AVE N	NASHVILLE	TN	37219
09306105700	4PANT, LLC	210 4TH AVE N	NASHVILLE	TN	37219
09302316800	RB NASHVILLE GARAGE LLC	300 CHURCH ST	NASHVILLE	TN	37201
093023C00200CO	SEGROVES, ASHLEY	208 3RD AVE N 200	NASHVILLE	TN	37201
093023C00300CO	OXFORD PROPERTIES, LLC	208 3RD AVE N 300	NASHVILLE	TN	37201
093023C00400CO	VAUGHN, ROBERT T. & LISA	208 3RD AVE N 400	NASHVILLE	TN	37201
093023C00500CO	JONES, WILLIAM JARELL JR.	208 3RD AVE N 500	NASHVILLE	TN	37201
093023F90000CO	O.I.C. 218 BUILDING LOFTS	218 B 3RD AVE N	NASHVILLE	TN	37201
093023F00200CO	218, LLC	218 3RD AVE N #200	NASHVILLE	TN	37201
093023F00300CO	218, LLC	218 3RD AVE N #300	NASHVILLE	TN	37201
093023F00400CO	218, LLC	218 3RD AVE N #400	NASHVILLE	TN	37201

09302316600	PLOT 41 LLC	209 3RD AVE N	NASHVILLE TN 37201
093023B02000CO	METZL, JONATHAN MICHEL	211 PRINTERS ALY 504	NASHVILLE TN 37201
093023B01400CO	211 PRINTERS ALLEY, LLC	211 PRINTERS ALY 401	NASHVILLE TN 37201
093023B01300CO	211 PRINTER'S ALLEY, LLC	211 PRINTERS ALY 402	NASHVILLE TN 37201
093023B01200CO	211 PRINTER'S ALLEY, LLC	211 PRINTERS ALY 207	NASHVILLE TN 37201
093023B00400CO	211 PRINTERS ALLEY, LLC	211 PRINTERS ALY 203	NASHVILLE TN 37201
093023B01500CO	211 PRINTERS ALLEY, LLC	211 PRINTERS ALY 202	NASHVILLE TN 37201
093023B00200CO	211 PRINTER'S ALLEY, LLC	211 PRINTERS ALY 201	NASHVILLE TN 37201
093023B00500CO	211 PRINTER'S ALLEY, LLC	211 PRINTERS ALY 204	NASHVILLE TN 37201
093023B00700CO	BOWIE, GARY ROBERT	211 PRINTERS ALY 206	NASHVILLE TN 37201
093023B00300CO	211 PRINTERS ALLEY, LLC	211 PRINTERS ALY 208	NASHVILLE TN 37201
093023B00900CO	211 PRINTERS ALLEY, LLC	211 PRINTERS ALY 400	NASHVILLE TN 37201
093023B01900CO	BOWIE, GARY ROBERT	211 PRINTERS ALY 503	NASHVILLE TN 37201
093023B01800CO	BOWIE, GARY ROBERT	211 PRINTERS ALY 502	NASHVILLE TN 37201
093023D00100CO	FU, TSUO CHUAN ET AL	207 3RD AVE N 101	NASHVILLE TN 37201
093023D01100CO	O.I.C. THE PHOENIX LOFT	207 3RD AVE N 602B	NASHVILLE TN 37201
093023D00400CO	SLUIS, SEAN VAN & BRYNN BAILEY-VAN	207 3RD AVE N 302	NASHVILLE TN 37201
093023D00300CO	LYKINS, STEPHEN & KAREN	207 3RD AVE N 301	NASHVILLE TN 37201
093023D00600CO	THOMAS, DAVID L. & ERIN	207 3RD AVE N 402	NASHVILLE TN 37201
093023D00500CO	GARDNER, WILLIAM M. LIVING TRUST	207 3RD AVE N 401	NASHVILLE TN 37201
093023D00800CO	SMITH, ROBERT S. & CARA M. LIVING TRUST	207 3RD AVE N 502	NASHVILLE TN 37201
093023D00700CO	TABAE, FARROKH	207 3RD AVE N 501	NASHVILLE TN 37201
093023D01000CO	JPW RESIDENCES LLC	207 3RD AVE N 602	NASHVILLE TN 37201
093023D00900CO	ALEXANDER R SMITH STR TRUST, THE	207 3RD AVE N 601	NASHVILLE TN 37201
093061E10100CO	URBANOWICZ, OSKAR & DUNHAM, NATALIE M.	305 CHURCH ST 101	NASHVILLE TN 37201
093061E10200CO	SDS VENTURES, LLC	305 CHURCH ST 102	NASHVILLE TN 37201
093061E10400CO	2400VENTURES, LLC	195 3RD AVE N 102	NASHVILLE TN 37201
093061E10500CO	KRACH, RYAN T.	195 3RD AVE N 101	NASHVILLE TN 37201
093061E10700CO	MAYHALL, ELIZABETH	305 CHURCH ST 104	NASHVILLE TN 37201
093061E20100CO	BACH, ROBBIN	305 CHURCH ST 201	NASHVILLE TN 37201
093061E20200CO	LAMBERSON, THOMAS R. & TIFFANY STAR	305 CHURCH ST 202	NASHVILLE TN 37201
093061E20600CO	EQUITY TRUST CO.-CUST.FBO CAMPBELL, K.L.	305 CHURCH ST 203	NASHVILLE TN 37201
093061E20700CO	WELKER, PHILIP	305 CHURCH ST 204	NASHVILLE TN 37201
093061E30100CO	MITCHELL, ERIN V. & JACOBS, BRIAN TERRY	305 CHURCH ST 307	NASHVILLE TN 37201

093061E30200CO	SANTOS, FABIANO RAMOS DOS & WEAVER, CHRISTOPHER	305 CHURCH ST 301	NASHVILLE TN 37201
093061E30300CO	GOBBELL, RON	305 CHURCH ST #302	NASHVILLE TN 37201
093061E30400CO	GOBBELL, RONALD V.	305 CHURCH ST 303	NASHVILLE TN 37201
093061E30500CO	SCHMITZ, JAMES R. & MICHELLE	305 CHURCH ST 304	NASHVILLE TN 37201
093061E30600CO	HILLHOUSE, PATRICIA F. & FINNEY, JOHN P., TRUSTEES	305 CHURCH ST 305	NASHVILLE TN 37201
093061E30700CO	GAEHWILER, PATRIK	305 CHURCH ST 306	NASHVILLE TN 37201
093061E10600CO	FOREVER TRUST	305 CHURCH ST 103	NASHVILLE TN 37201
093061D10100CO	BROWN, SHIRLEY C.	309 CHURCH ST 101	NASHVILLE TN 37201
093061D10300CO	ROBINSON, MEGHANN E.	309 CHURCH ST 103	NASHVILLE TN 37201
093061D10400CO	NORMAN, COURTNEY	309 CHURCH ST 104	NASHVILLE TN 37201
093061D10500CO	MILES, RYAN D. & HOLLY KATHLEEN & ROBERTS, EFFIE PRISCILLA	309 CHURCH ST 105	NASHVILLE TN 37201
093061D10600CO	MOORE, WAYNE & DORA S.	309 CHURCH ST 106	NASHVILLE TN 37201
093061D10700CO	RYAN, PATRICK W. & CONNIE T.	309 CHURCH ST 107	NASHVILLE TN 37201
093061D10800CO	RIEGER, JOHN M. & CLAUDIA J.	309 CHURCH ST 108	NASHVILLE TN 37201
093061D20100CO	LAMBERT, JOHN A. & GINGER D.	309 CHURCH ST 201	NASHVILLE TN 37201
093061D20300CO	MCCOY, GREGORY A. & AMY J.	309 CHURCH ST 203	NASHVILLE TN 37201
093061D20400CO	EDSON, ANDREW R.	309 CHURCH ST 204	NASHVILLE TN 37201
093061D20500CO	WARNER, FREDERICK G., III	309 CHURCH ST 205	NASHVILLE TN 37201
093061D30100CO	MILLER, BRANDON	309 CHURCH ST 301	NASHVILLE TN 37201
093061D30300CO	ROCHLITZ, JILL ANN & WHITE, PHILLIP BRIAN	309 CHURCH ST 303	NASHVILLE TN 37201
093061D30400CO	MINDLIN, WILLIAM P.	309 CHURCH ST 304	NASHVILLE TN 37201
093061D30500CO	T & J HOLDINGS LLC	309 CHURCH ST 305	NASHVILLE TN 37201
093061D30600CO	TORRENS, JONATHAN	309 CHURCH ST 306	NASHVILLE TN 37201
093061D30700CO	CARNEIRO, ANA	309 CHURCH ST 307	NASHVILLE TN 37201
093061D30800CO	NELSON, TRENT W. & SERENA	309 CHURCH ST 308	NASHVILLE TN 37201
093061D40100CO	MARDONOV, NADIR	309 CHURCH ST 401	NASHVILLE TN 37201
093061D40300CO	WARDEN, TRINA & JIMMY	309 CHURCH ST 403	NASHVILLE TN 37201
093061D40400CO	HOLMAN, JOHN	309 CHURCH ST 404	NASHVILLE TN 37201
093061D40500CO	SUI, PAOSHIA	309 CHURCH ST 405	NASHVILLE TN 37201
093061D40600CO	GENTRY, TRACY R.	309 CHURCH ST 406	NASHVILLE TN 37201
093061D40700CO	HEENEY, KEVIN H.	309 CHURCH ST 407	NASHVILLE TN 37201
093061D40800CO	RUMPEL, MELISSA A.	309 CHURCH ST 408	NASHVILLE TN 37201
093061D50100CO	POWELL, WILLIAM TYLER	309 CHURCH ST 501	NASHVILLE TN 37201
093061D50300CO	KIMBROUGH, JOSSLYN	309 CHURCH ST 503	NASHVILLE TN 37201

093061D50400CO	HARNEY, JAMES L. & TRACEY L.	309 CHURCH ST 504	NASHVILLE TN 37201
093061D50500CO	DRESSLER, JESSIE S	309 CHURCH ST 505	NASHVILLE TN 37201
093061D50600CO	BUTTERICK, CHRISTOPHER A.	309 CHURCH ST 506	NASHVILLE TN 37201
093061D50700CO	ARMSTRONG, AARON	309 CHURCH ST 507	NASHVILLE TN 37201
093061D50800CO	LAWLESS, ANGIE	309 CHURCH ST 508	NASHVILLE TN 37201
093061D60100CO	THOMAS, RANDALL J. & TRAJANO, MARCIA	309 CHURCH ST 601	NASHVILLE TN 37201
093061D60400CO	NAN SOOK HWANG REVOCABLE LIVING TRUST	309 CHURCH ST 604	NASHVILLE TN 37201
093061D60600CO	DEGRAAUW, JARED P	309 CHURCH ST 606	NASHVILLE TN 37201
093061D60700CO	GOSS, CLIFFORD E., JR.	309 CHURCH ST 607	NASHVILLE TN 37201
093061D60800CO	DANIELS, LANI J. JR.	309 CHURCH ST 608	NASHVILLE TN 37201
093061D60900CO	WALDRON, JOHN ELLIS	309 CHURCH ST 609	NASHVILLE TN 37201
093061D61000CO	DAVIS, ROY MITCHELL	309 CHURCH ST 610	NASHVILLE TN 37201
093061D60200CO	RYMER, JEFFREY R. TRUST	309 CHURCH ST 602	NASHVILLE TN 37201
093061E00200CO	2400 VENTURES, LLC	301 CHURCH ST	NASHVILLE TN 37201

SUBSTITUTE ORDINANCE NO. BL2023-2054

An ordinance to authorize building material restrictions and requirements for BL2023-2053 a Historic Preservation Overlay District on various properties located along 3rd and 4th Avenue North, southwest of Deaderick Street, zoned DTC (4.49 ~~4.18~~ acres), (Proposal No. 2023HP-001-001). **THE PROPOSED ORDINANCE REQUIRES CERTAIN MATERIALS TO BE RESTRICTED IN THE CONSTRUCTION OF BUILDINGS.**

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

Section 1. That the building material restrictions and requirements as a part of BL2023-2053, a proposed Historic Preservation Overlay District located on various properties located along 3rd and 4th Avenue North, southwest of Deadrick Street, as described in 'Exhibit A' are hereby authorized.

Section 2. Any request for a waiver from part or all of the building material restrictions and requirements contained within this ordinance shall be submitted to the Metropolitan Historic Zoning Commission at the time of application for a historic preservation permit.

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:

Freddie O'Connell
Member of Council

AMENDMENT NO. ____
TO
ORDINANCE NO. BL2023-2056

Mr. President,

I move to amend Ordinance No. BL2023-2056, as follows:

I. By inserting the following recitals:

WHEREAS, the proposed zoning district allows for new uses and more square footage to be built on this property than can currently be achieved; and

WHEREAS, the proposed zoning district allows for residential and commercial uses that are very likely to produce higher pedestrian activity than the current permitted uses, based on the Planning Department's experience with the following: similar rezonings, the new residential and commercial activity that will be allowed on this site, and the locations of this rezoning near pedestrian amenities; and

WHEREAS, it has been determined by the Metropolitan Government that sidewalks at this location constitute critical infrastructure required to ensure the functionality of the site and therefore conditioning the rezoning of this property is appropriate; and

WHEREAS, because of the change in uses and allowed intensity, there is a clear nexus between the change in zoning and the need for sidewalks to be constructed along public streets by the developer for use by future residents and users of the site.

II. By adding the following as a new Section 3 and renumbering all subsequent sections:

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

1. Sidewalks consistent with Metro Standards shall be constructed along all public street frontages prior to final use and occupancy permit.

SPONSORED BY:

Kyonzte Toombs
Member of Council

AMENDMENT NO. ____
TO
ORDINANCE NO. BL2023-2072

Mr. President,

I move to amend Ordinance No. BL2023-2072, as follows:

I. By inserting the following recitals:

WHEREAS, the proposed zoning district allows for new uses and more square footage to be built on this property than can currently be achieved; and

WHEREAS, the proposed zoning district allows for residential and commercial uses that are very likely to produce higher pedestrian activity than the current permitted uses, based on the Planning Department's experience with the following: similar rezonings, the new residential and commercial activity that will be allowed on this site, and the locations of this rezoning near pedestrian amenities; and

WHEREAS, it has been determined by the Metropolitan Government that sidewalks at this location constitute critical infrastructure required to ensure the functionality of the site and therefore conditioning the rezoning of this property is appropriate; and

WHEREAS, because of the change in uses and allowed intensity, there is a clear nexus between the change in zoning and the need for sidewalks to be constructed along public streets by the developer for use by future residents and users of the site.

II. By adding the following as a new Section 3 and renumbering all subsequent sections:

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

2. Sidewalks consistent with Metro Standards shall be constructed along all public street frontages prior to final use and occupancy permit.

SPONSORED BY:

Kyonzté Toombs
Member of Council

AMENDMENT NO. ____
TO
ORDINANCE NO. BL2023-2075

Mr. President,

I move to amend Ordinance No. BL2023-2075, as follows:

I. By inserting the following recitals:

WHEREAS, the proposed zoning district allows for new uses and more square footage to be built on this property than can currently be achieved; and

WHEREAS, the proposed zoning district allows for residential and commercial uses that are very likely to produce higher pedestrian activity than the current permitted uses, based on the Planning Department's experience with the following: similar rezonings, the new residential and commercial activity that will be allowed on this site, and the locations of this rezoning near pedestrian amenities; and

WHEREAS, it has been determined by the Metropolitan Government that sidewalks at this location constitute critical infrastructure required to ensure the functionality of the site and therefore conditioning the rezoning of this property is appropriate; and

WHEREAS, because of the change in uses and allowed intensity, there is a clear nexus between the change in zoning and the need for sidewalks to be constructed along public streets by the developer for use by future residents and users of the site.

II. By adding the following as a new Section 3 and renumbering all subsequent sections:

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

3. Sidewalks consistent with Metro Standards shall be constructed along all public street frontages prior to final use and occupancy permit.

SPONSORED BY:

Colby Sledge
Member of Council

AMENDMENT NO. ____
TO
ORDINANCE NO. BL2023-2076

Mr. President,

I move to amend Ordinance No. BL2023-2076, as follows:

I. By adding the following recitals:

WHEREAS, the proposed zoning district allows for new uses and more square footage to be built on this property than can currently be achieved; and

WHEREAS, the proposed zoning district allows for residential and commercial uses that are very likely to produce higher pedestrian activity than the current permitted uses, based on the Planning Department's experience with the following: similar rezonings, the new residential and commercial activity that will be allowed on this site, and the locations of this rezoning near pedestrian amenities; and

WHEREAS, it has been determined by the Metropolitan Government that sidewalks at this location constitute critical infrastructure required to ensure the functionality of the site and therefore conditioning the rezoning of this property is appropriate; and

WHEREAS, because of the change in uses and allowed intensity, there is a clear nexus between the change in zoning and the need for sidewalks to be constructed along public streets by the developer for use by future residents and users of the site.

II. By adding the following as a new Section 3 and renumbering all subsequent sections:

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

4. Sidewalks consistent with Metro Standards shall be constructed along all public street frontages prior to final use and occupancy permit.

SPONSORED BY:

Kyonzté Toombs
Member of Council

AMENDMENT NO. ____
TO
ORDINANCE NO. BL2023-2078

Mr. President –

I hereby move to amend Substitute Ordinance No. BL2023-2078 by amending Section 4 to add the following conditions:

17. Prior to commencement of construction, the developer will present a construction plan and schedule to the community which will include a developer contact for complaints, general timelines and expectations for the project, timelines for when blasting and concrete pours will occur, a construction parking plan, and the creation of a website to provide updates on the construction schedule.
18. 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.
19. The developer shall work with NDOT to identify and install appropriate traffic calming measures along S 12th Street and S 14th Street between Shelby Avenue and Davidson Street at the developer's expense.

INTRODUCED BY:

Brett Withers
Member of Council

AMENDMENT NO. ____
TO
ORDINANCE NO. BL2023-2087

Mr. President –

I hereby move to amend Substitute Ordinance No. BL2023-2087 by amending Section 4 to add the following conditions:

13. Prior to commencement of construction, Developer will present a construction plan and schedule to the community which will include the following: a specific prohibition on direct access to the site, for construction vehicles, from Woodland, a developer contact for complaints, general timelines and expectations for the project, timelines for when blasting and concrete pours will occur, a construction parking plan, and the creation of a website to provide updates on the construction schedule.
14. Prior to blasting, the Developer will perform pre-blast surveys for any dwelling house, public building, school, church, commercial or institutional building normally occupied within 600' of the blast hole. Developer will also host an informational meeting with the impacted neighbors who are within the state mandated notice zone as well as surrounding schools, churches and daycares, and the blasting contractor will answer questions and present the blasting plan and schedule for the project and Developer will agree to providing bi-weekly updates on the seismic readings to these impacted neighbors. Developer will share the dates and times of the planned blasts with the impacted neighbors as well as adjacent churches, daycares, schools and the MNPD Cross-Guard Division if they request notice.
15. 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.
16. Outdoor sound amplification equipment shall be prohibited for any business with frontage and ingress/egress on Woodland Street.
17. The developer shall prohibit the use of any musical instrument or other entertainment device using amplification unless such music or other entertainment is provided within a totally enclosed structure. Such music or other entertainment may be provided outside of a structure only between the hours of 7:00 a.m. and 9 p.m.
18. The developer shall provide easily accessible parking for the retail uses on site.

INTRODUCED BY:

Brett Withers
Member of Council

AMENDMENT NO. __
TO
ORDINANCE NO. BL2023-2089

Mr. President –

I move to amend Ordinance No. BL2023-2089 as follows:

I. By substituting the current SP plans associated with this bill for those contained in Exhibit A.

INTRODUCED BY:

Gloria Hausser
Member of Council

PRELIMINARY SP

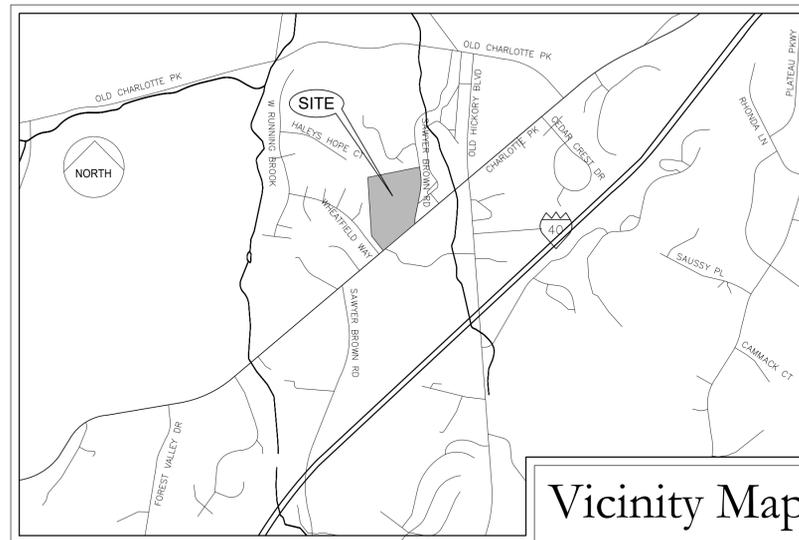
VT Charlotte Pike Development

Exhibit A

Standard SP Notes

- The purpose of these plans is to receive approval to rezone this property to SP, for a 61 unit residential development as shown.
- For any development standards, regulations and requirements not specifically shown on the SP plan and/or included as a condition of commission or council approval, the property shall be subject to the standards, regulations and requirements of the RM6 zoning district as of the date of the applicable request or application.
- Any excavation, fill or disturbance of the existing ground elevation must be done in accordance with Storm Water Management Ordinance No. 78-840 & Approved by the Metropolitan Department of Water Services.
- This Property does Not Lie Within a Flood Hazard Area as Depicted on the Current Flood Insurance Rate Maps (FIRM) Numbers 47037C0331H dated 4/5/2017.
- All public sidewalks are to be constructed in conformance with metro public works sidewalk design standards.
- Wheel chair accessible curb ramps, complying with applicable metro public works standards, shall be constructed at street crossings.
- The required fire flow shall be determined by the metropolitan fire marshal's office, prior to the issuance of a building permit.
- Size driveway culverts per the design criteria set forth by the Metro Stormwater Manual (minimum driveway culvert in Metro right of way is 15" CMP).
- Metro Water Services shall be provided sufficient & unencumbered ingress & egress at all times in order to maintain, repair, replace & inspect any stormwater facilities within the property.
- Individual water and/or sanitary sewer service lines are required for each lot.
- The development of this project shall comply with the requirements of the Adopted Tree Ordinance 2008-328 (Metro Code Chapter 17.24, Article II, Tree Protection and Replacement; and Chapter 17.40, Article X, Tree Protection and Replacement Procedures).
- 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.
- The final lot count and details of the plan shall be governed by the appropriate regulations at the time of final application.
- The final SP shall depict required public sidewalks, any required grass strip or frontage zone and the location of all existing and proposed vertical obstructions within the required sidewalk and grass strip or frontage zone. Prior to issuance of use and occupancy permits, existing vertical obstructions shall be located outside of the required sidewalks. Vertical obstructions are only permitted within the required grass strip or frontage zone.
- Corner lots on local streets shall not take vehicular access from the street which the home primarily fronts, but shall be from the side of house unless site conditions make side access impractical. If planning staff finds that side access is not practical, then vehicular access may be permitted from street which the home fronts.
- Building facades shall be constructed of brick, brick veneer, stone, cast stone, cementitious siding, glass, or materials substantially similar in form and function, unless otherwise approved on detailed building elevations included with the preliminary SP.
- Drawing is for illustration purposes to indicate the basic premise of the development, as it pertains to Stormwater approval / comments only. The final lot count and details of the plan shall be governed by the appropriate stormwater regulations at the time of final application.
- Units 31-33 shall address Sawyer Brown Road with their architecture. A pedestrian entrance shall be provided on the Sawyer Brown Road façade with pedestrian connections to the internal network or to the public sidewalks. A minimum of 20% glazing shall be provided on the Sawyer Broad Road façade of these units.

Map 114 Parcels 48, 221 and 243 Nashville, Davidson Co. Tennessee Case No. 2021SP-075-001



Vicinity Map

SHEET SCHEDULE

- C0.0 Project Notes and Standards
- C1.0 Existing Conditions Plan
- C2.0 Layout and Utility Plan
- C3.0 Grading and Drainage Plan
- C4.0 Slope Study

Development Summary	
Owners Map 114 Parcel 221 1.21 Acres DB-20070813-0096475 Lavers, Lynette M. 7456 Charlotte Pike Nashville, TN 37209 Phone Email	Developer VT Enterprises, LLC Victor Bashara 2013 Galbraith Dr. Nashville TN 37215 Phone: 615-901-7038 Email: Victor@libraholdings.net
Map 114 Parcel 243 5.12 Acres DB-20121205-0111838 Ho, Jui-Lien Chou 7481 Sawyer Brown Road Nashville, TN 37209 Phone Email	Civil Engineer and Surveyor Dale & Associates (Adam Seger, PE) 516 Heather Place Nashville, Tennessee 37204 615.297.5166
Map 114 Parcel 48 5.66 Acres AF-20080723-0075552 Heer, Margaret L. & Bertha E. 7480 Charlotte Pike Nashville, TN 37209 Phone Email	Floodnote This Property does Not Lie Within a Flood Hazard Area as Depicted on the Current Flood Insurance Rate Maps (FIRM) Numbers 47037C0331H dated 4/5/2017.

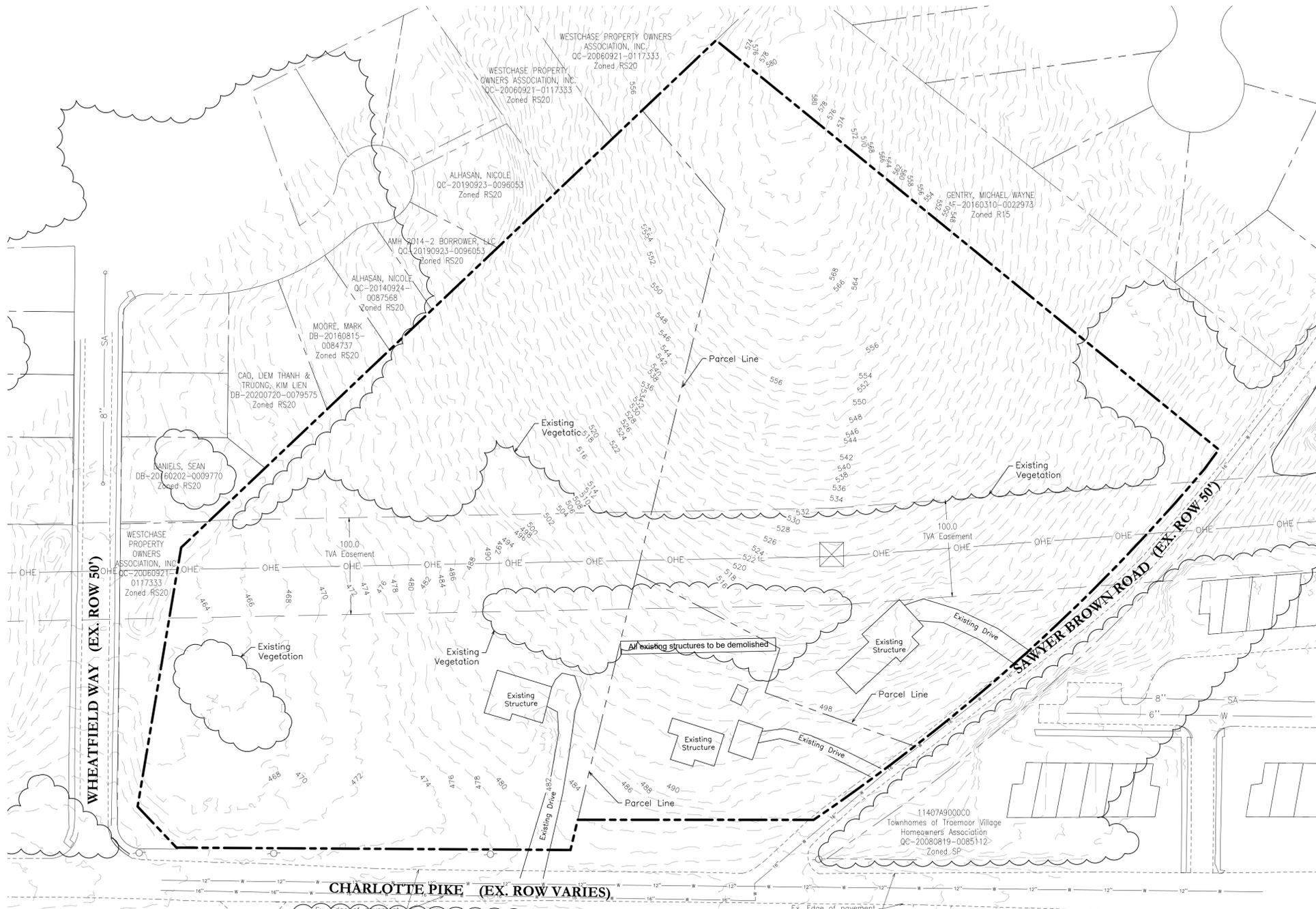
Specific Plan Development Summary	
Use	This SP allows for the following :
Project Area	61 Residential Units
Property zoning: R15	11.99 Acres
Minimum lot size	Surrounding Zoning: RS20, R15, R40, SP
Number of Residential Units/Density	N/A
FAR	61 units / 5.08 units per acre
ISR	N/A
Street Setbacks	40' Along Charlotte Pike
Side yard	20' Along Sawyer Brown Road
Rear yard	10'
Height standards	20'
Parking and Access	2 stories in 38' (measured to roof peak)
Ramp Location and Number	1 - 820' East of Wheatfield Way
Distance to nearest existing ramp (Min. 30')	820' West to Wheatfield Way
Distance to intersection	820' West to Wheatfield Way
Required Parking	122 stalls
Provided Parking	122 covered stalls



Dale & Associates
Civil Engineering
Land Planning & Zoning
Surveying

516 Heather Place
Nashville, TN 37204
(615) 297-5166

D&A Project #21028
7456 Charlotte Pike
C0.0



Development Summary

Map 114 Parcel 48
7460 Charlotte Pike
Heer, Margaret L. & Bertha E.

Map 114 Parcel 221
7456 Charlotte Pike
Nashville, TN 37209

Map 114 Parcel 243
7481 Sawyer Brown Rd
Nashville, TN 37209
Ho, Jui-Lien Chou

Total Site Area - 11.99 Ac.
Council District #22 - Gloria Hausser

Developer
VT Enterprises, LLC
Victor Bashara
2013 Galbraith Dr.
Nashville TN 37215
Phone: 615-901-7038
Email: Victor@libraholdings.net

Engineer
Dale and Associates
Contact: Adam Seger
516 Heather Place
Nashville, TN 37204
Phone: 615.297.5166
Email: adam@daleandassociates.net

Floodnote
This Property does Not Lie Within a Flood Hazard Area as Depicted on the Current Flood Insurance Rate Maps (FIRM) Number 47037C031H Dated 4/5/2017.

Drawing Date:
March 14, 2023

Revisions

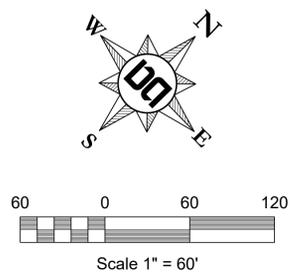
PRELIMINARY SP

VT Charlotte Pike Development

Map 114 Parcels 48, 221 and 243
Nashville, Davidson County Tennessee



Existing Conditions Plan



2021SP-075-001

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Land Planning & Zoning
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C1.0

Drawing Date:
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Revisions

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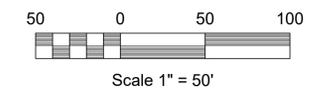
Slopes Table

Minimum Slope	Maximum Slope	Color
0.00%	15.00%	
15.10%	20.00%	
20.10%	25.00%	
25.10%	100.00%	

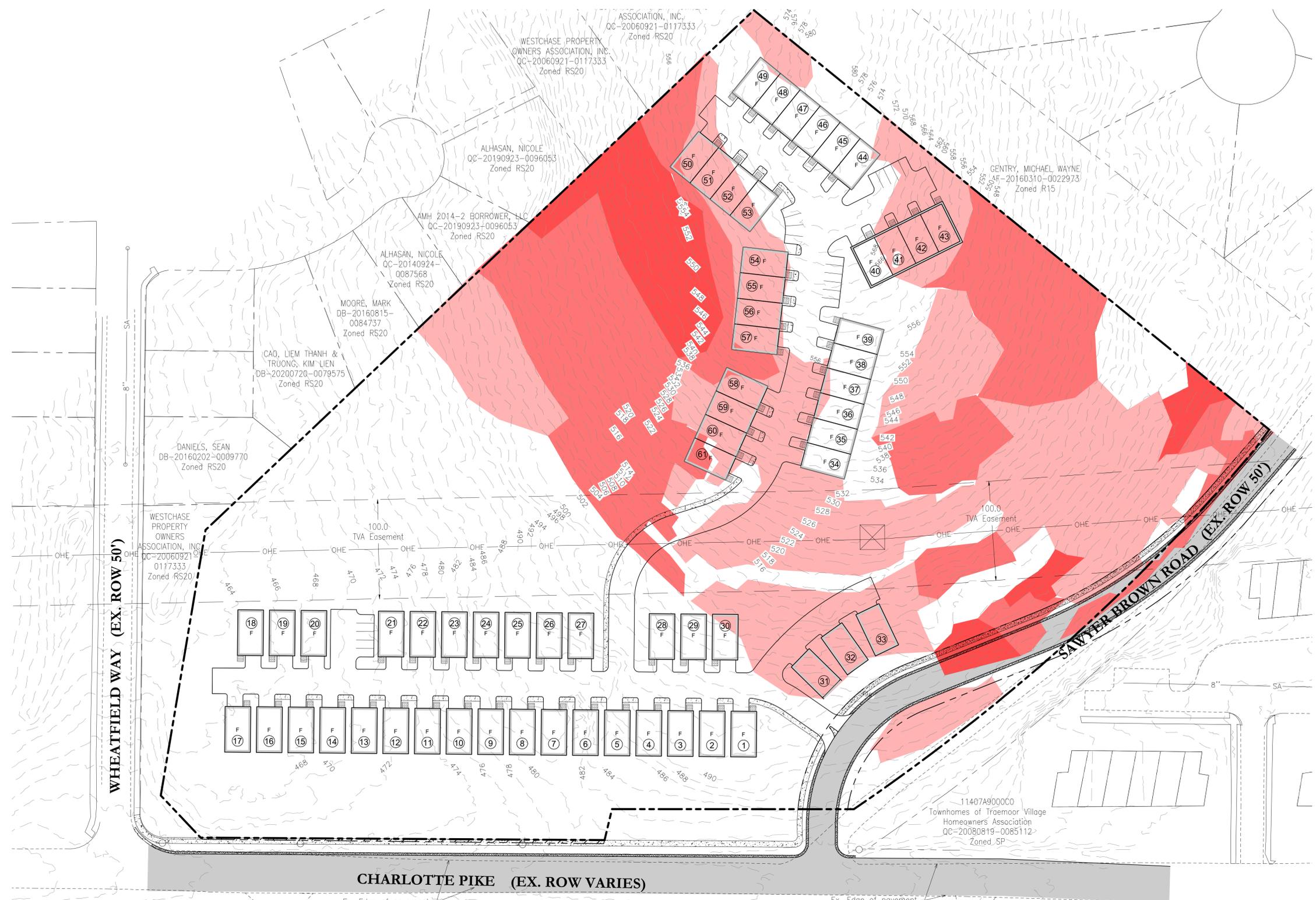
PRELIMINARY SP

VT Charlotte Pike Development

Map 114 Parcels 48, 221 and 243
Nashville, Davidson County Tennessee



Slope Study



PERMITS:
2021SP-075-001
SWGR # TYYYY#####
YY-SL-####
YY-WL-####

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Civil Engineering
Land Planning & Zoning
Surveying

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Nashville, TN 37204
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D&A Project #21028
7456 Charlotte Pike
C4.0

Drawing Date:
March 14, 2023

Revisions

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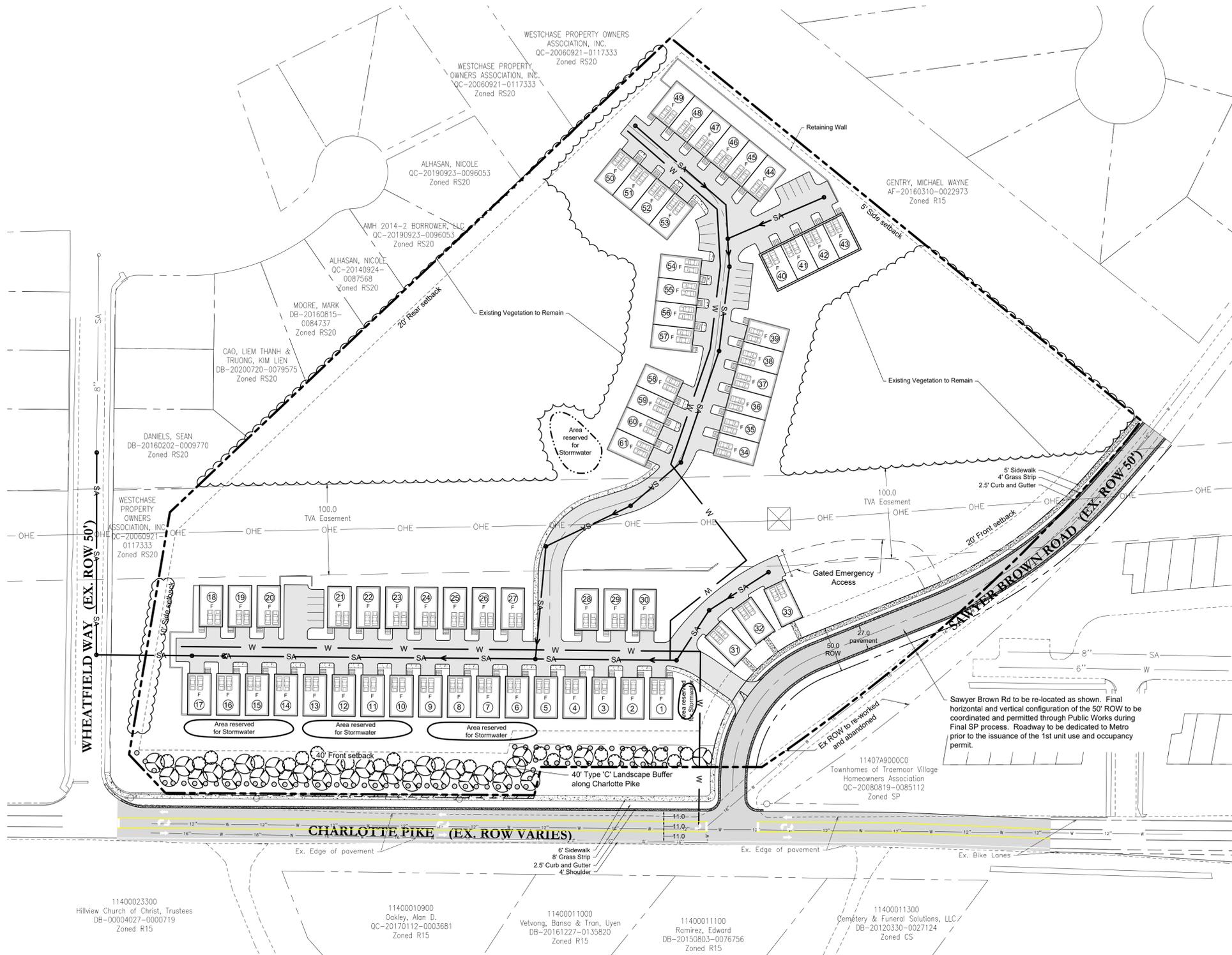
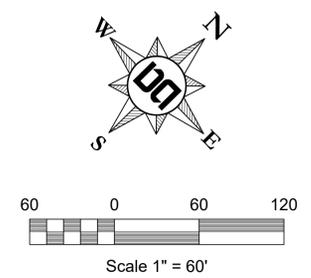
Engineer
Dale and Associates
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PRELIMINARY SP
VT Charlotte Pike Development
Map 114 Parcels 48, 221 and 243
Nashville, Davidson County Tennessee



Layout and
Utility Plan



Roadway Improvement Notes

- 1. Re-Build approximately 670 ft of Sawyer Brown Road to full roadway width. Re-Align Sawyer Brown with Charlotte Pike
- 2. Widen Charlotte Pike to include a full 3-lane cross section with new pavement and new striping. Approximately 1,180 linear feet.
- 3. Install full curb/gutter, grass strip, sidewalk, and landscape along frontage.
- 4. Install a Right Turn Only out of Proposed Subdivision onto Sawyer Brown Road



2021SP-075-001

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D&A Project #21028
7456 Charlotte Pike
C2.0

Drawing Date:
March 14, 2023

Revisions

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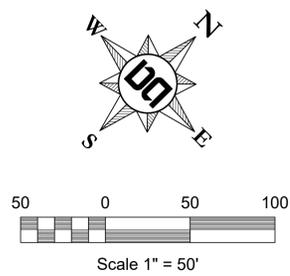
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Dale and Associates
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Nashville, TN 37204
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Email: adam@daleandassociates.net

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Hazard Area as Depicted on the Current
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PRELIMINARY SP
VT Charlotte Pike Development
Map 114 Parcels 48, 221 and 243
Nashville, Davidson County Tennessee



Grading and
Drainage Plan



11400023300
Hillview Church of Christ, Trustees
DB-00004027-0000719
Zoned R15

11400010900
Oakley, Alan D.
QC-20170112-0003681
Zoned R15

11400011000
Vetvong, Bansa & Tran, Uyen
DB-20161227-0135820
Zoned R15

11400011100
Ramirez, Edward
DB-20150803-0076756
Zoned R15

11400011300
Cemetery & Funeral Solutions, LLC
DB-20120330-0027124
Zoned CS



2021SP-075-001

Dale & Associates
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D&A Project #21028
7456 Charlotte Pike
C3.0

AMENDMENT NO. ____
TO
ORDINANCE NO. BL2023-2091

Mr. President –

I hereby move to amend Substitute Ordinance No. BL2023-2091 by amending Section 4 to add the following conditions:

15. Prior to Final SP approval, the developer shall complete a multimodal transportation analysis that meets the standards and requirements set forth in Section 17.20.140 of the Metropolitan Code. NDOT shall determine the level of analysis required. The developer shall carry out all recommendations of the analysis to mitigate the development's impact on the surrounding transportation network.
16. The canopy over the fuel pumps shall be tilted in such a manner as to provide architectural interest.
17. The convenience store shall be constructed to have a minimum of 5,500 sq. ft. and a maximum of 6,500 sq ft.
18. There shall be a minimum of 9 electric vehicle (EV) charging stations located within the development.

INTRODUCED BY:

Dave Rosenberg
Member of Council

AMENDMENT NO. ____
TO
ORDINANCE NO. BL2023-2103

Mr. President,

I move to amend Ordinance No. BL2023-2103, as follows:

I. By adding the following recitals:

WHEREAS, the proposed zoning district allows for new uses and more square footage to be built on this property than can currently be achieved; and

WHEREAS, the proposed zoning district allows for residential and commercial uses that are very likely to produce higher pedestrian activity than the current permitted uses, based on the Planning Department's experience with the following: similar rezonings, the new residential and commercial activity that will be allowed on this site, and the locations of this rezoning near pedestrian amenities; and

WHEREAS, it has been determined by the Metropolitan Government that sidewalks at this location constitute critical infrastructure required to ensure the functionality of the site and therefore conditioning the rezoning of this property is appropriate; and

WHEREAS, because of the change in uses and allowed intensity, there is a clear nexus between the change in zoning and the need for sidewalks to be constructed along public streets by the developer for use by future residents and users of the site.

II. By adding the following as a new Section 3 and renumbering all subsequent sections:

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

5. Sidewalks consistent with Metro Standards shall be constructed along all public street frontages prior to final use and occupancy permit.

SPONSORED BY:

Jennifer Gamble
Member of Council

SUBSTITUTE ORDINANCE NO. BL2023-2104

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 R40 and CS to ~~MUL-A-NS~~ SP zoning for properties located at 7210, 7214, and 7220 Old Charlotte Pike, approximately 225 feet west of Charlotte Pike (2.9 acres), all of which is described herein (Proposal No. 2023Z-069PR-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 R40 and CS to ~~MUL-A-NS~~ SP zoning for properties located at 7210, 7214, and 7220 Old Charlotte Pike, approximately 225 feet west of Charlotte Pike (2.9 acres), being Property Parcel Nos. 001, 002, 003 as designated on Map 115-00 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 115 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 those permitted by the MUL-A-NS zoning district except the following uses that shall be prohibited: alternative financial services, automobile convenience, bar or nightclub, beer and cigarette market, car wash, flea market, mobile storage unit, industrial uses, utility uses, and waste management uses. The multi-family residential use shall be limited to no more than 175 units.

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

6. 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.

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 MUL-A-NS zoning district as of the date of the applicable request or application. Uses are limited as described in the Council ordinance.

Section 3 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 4 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:

Dave Rosenberg
Member of Council

2023Z-069PR-001
Map 115, Parcel(s) 001-003
Subarea 06, Bellevue
District 35 (Dave Rosenberg)
Application fee paid by: Dale and Associates, Inc

A request to rezone from R40 and CS to MUL-A-NS zoning for properties located at 7210, 7214, and 7220 Old Charlotte Pike, approximately 225 feet west of Charlotte Pike (2.9 acres), requested by Dale & Associates, applicant; V.F.W. Post 1970, owner.

