

# CITY OF MEMPHIS

**COUNCIL REGULAR MEETING**  
 Tuesday , December 1, 2020, 3:30 p.m.

## SUPPORTING DOCUMENTS

ITEM #	DESCRIPTION	PAGE #
	<b>PRESENTATIONS</b>	
<b>1</b>	RESOLUTION recognizing the career and contributions of Steve Lockwood upon his retirement from the Frayser CDC	<b>1</b>
	<b>PLANNING AND DEVELOPMENT</b> <b>Public Hearings &amp; Ordinances</b>	
<b>2</b>	RESOLUTION approving a special use permit located at part of 2939 South Third Street and part of 2920 New Horn Lake Road, containing 7 acres in the Employment and Heavy Industrial District. (Held from 10/20) Case No. SUP 20-12	<b>2</b>
	<b>CONSENT AGENDA</b>	
<b>3</b>	<b>SUBSTITUTE ORDINANCE NO. 5765</b> amending Title 3, Chapter 16 in the City of Memphis, Code of Ordinances, City Employee Occupational Health Program, establishing an updated Occupational Safety and Health Program Plan, up for F I R S T reading	<b>31</b>
<b>4</b>	<b>ORDINANCE NO. 5766</b> amending Chapter 2, Section 2-22-7 of the City of Memphis, Code of Ordinances to modify Engineering Administration Fees, up for F I R S T reading.	<b>52</b>
<b>4</b>	<b>ORDINANCE NO. 5767</b> amending Title 11, Section 11-16-21 of the City of Memphis, Code of Ordinances to reduce the default City Speed Limit to 25 mph, up for F I R S T reading.	<b>60</b>
<b>4</b>	<b>ORDINANCE NO. 5768</b> establishing City Council meeting dates for 2021, up for F I R S T reading.	<b>66</b>
<b>7</b>	RESOLUTION accepting MUSEUM LOFTS HULING AVENUE (BOA 18-43) and authorizing the release of The Gray Casualty & Surety Company Performance No. GS54200059 in the amount of \$44,400.00 held as security for the standard improvement contract.	<b>67</b>
	<b>FISCAL CONSENT AGENDA</b>	
<b>8</b>	RESOLUTION seeking the acceptance of a donation in the amount of \$1,000.00 from Bellevue Inn, to fund MPD Crump Precinct Operational activities. This resolution is sponsored by Memphis Police Services. <b>(Request for same night minutes)</b>	<b>68</b>

**NOTE—THE REFERENCES TO THE PAGE NUMBERS USED IN THE ABOVE TABLE FOR SEPARATE PACKAGES FOR ZONING PUBLIC HEARINGS AND ZONING ORDINANCES ARE THE PAGE NUMBERS USED IN THE SEPARATE PACKAGES FOR THOSE ITEMS**

<b>9</b>	RESOLUTION to accept supplemental grant funding in the amount of \$13,464.00 from the US Department of Homeland Security. This resolution is sponsored by Fire Services. <b>(Request for same night minutes)</b>	<b>71</b>
	<b>MLGW FISCAL CONSENT AGENDA</b>	
<b>10</b>	RESOLUTION awarding a Purchase Order to Thomas Consultants, Inc. for five (5) years of unlimited Quest Software Enterprise Licenses, in the amount of \$327,512.11	<b>74</b>
<b>11</b>	RESOLUTION approving Change No. 6 to Contract No. 11362, Electronic Forms Routing with BP Logix in the funded amount of \$48,000.00.	<b>77</b>
<b>12</b>	RESOLUTION awarding Contract No.12152, GIS 10.6.1 Upgrade, to SSP Innovations, LLC in the funded amount of \$365,678.00.	<b>79</b>
<b>13</b>	RESOLUTION approving Change No. 6 to Contract No. 11752, Software License and Services Agreement with Hansen Technologies in the funded amount of \$101,540.56	<b>81</b>
<b>14</b>	RESOLUTION approving Change No. 11 to Contract No. 10908, Mobile Data with ABB Enterprise Software, Incorporated, in the funded amount of \$87,893.34	<b>83</b>
<b>15</b>	RESOLUTION awarding Contract No. 12225, Capleville Tank Corral Installation to Pittsburg Tank and Tower Company, Inc., in the funded amount of \$70,010.00	<b>87</b>
<b>16</b>	RESOLUTION approving the renewal of Cooperative Agreement No. 5447, investigation of Water Resources, for the period of January 1, 2021 to December 31, 2021, stipulating that a sum of \$60,000 will be furnished by the MLGW Division and a like sum will be furnished by the United States Department of the Interior Geological Survey, for continuation of the ground water data collection program in the Memphis area.	<b>90</b>
<b>17</b>	RESOLUTION awarding Contract No. 12106, OPEB Actuarial Services to Segal, in the funded amount of \$337,000.00	<b>92</b>
<b>18</b>	RESOLUTION awarding Contract No. 12099, Pension Actuarial Services to Segal, in the funded amount of \$337,000.00	<b>94</b>
<b>19</b>	RESOLUTION awarding a purchase order to Engineered Sealing Components, LLC for 16” coated steel pipe in the funded amount of \$83,544.00.	<b>96</b>
<b>20</b>	RESOLUTION awarding a purchase order to Staples Contract and Commercial and Guy Brown LLC for office supplies and toners, in the amount of \$575,000.00.	<b>100</b>
<b>21</b>	RESOLUTION approving Change No. 4 to Contract No.11881, Tire and Tire Services with Goodyear Tire and Rubber Co., in the funded amount of \$986,546.79.	<b>104</b>
	<b>REGULAR AGENDA</b>	

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22	<p><b><u>APPOINTMENTS</u></b></p> <p><b><u>CIVILIAN LAW ENFORCEMENT REVIEW BOARD</u></b></p> <ul style="list-style-type: none"> <li>• Shawn Lynch</li> </ul> <p><b><u>MEMPHIS &amp; SHELBY COUNTY DOWNTOWN MEMPHIS COMMISSION</u></b></p> <ul style="list-style-type: none"> <li>• Victoria Young</li> </ul> <p><b><u>MEMPHIS PUBLIC ART OVERSIGHT COMMITTEE</u></b></p> <ul style="list-style-type: none"> <li>• Jana Travis</li> </ul>	107
23	<p><b>ORDINANCE NO. 5752</b> amending Chapter 2, Article I, Section 2-10-10, Subsection B, to require the Board of Ethics to establish an online portal to require Lobbyists to register annually and to file their state mandated disclosure statements with the City of Memphis, up for T H I R D and F I N A L reading. (Held from 6/16;7/7;7/21; 9/1: 9/15; 10/6; 10/20; 11/03; 11/17)</p>	110
24	<p><b>ORDINANCE NO. 5763</b> amending and restating Chapter 25 of the City of Memphis, Code of Ordinances up for T H I R D and F I N A L reading. (Held from 10/20; 11/03; 11/17)</p>	114
25	<p><b>ORDINANCE NO. 5764</b> amending Chapter 12 of the City of Memphis Code of Ordinances, so as to update the Code of Ordinances related to sidewalks, up for T H I R D and F I N A L reading.(Held from 11/17)</p>	141
26	<p>RESOLUTION to amend the Fiscal Year 2021 General Fund Operating Budget in accordance with Tennessee Constitution Article 2 §24, TCA § 9-1-116, Municipal Budget Law of 1982</p>	143
27	<p>RESOLUTION authorizing the final payment of FY 2021 tax equivalent payment from Memphis Light Gas and Water Division's gas system and total distribution of the FY 2021 tax equivalent payment to taxing jurisdictions in Shelby County, Tennessee</p>	146
28	<p>RESOLUTION authorizing the final payment of FY 2021 tax equivalent payment from Memphis Light Gas and Water Division's electric system and total distribution of the FY 2021 tax equivalent payment to taxing jurisdictions in Shelby County, Tennessee.</p>	158
29	<p>RESOLUTION awarding a grant of \$175,000.00 to Hospitality Hub for "Work Local Program", a work initiative to address two of Memphis' biggest issue – panhandling and blight.</p>	166
30	<p>RESOLUTION prohibiting the sale and purchase of single use bottled water by the City of Memphis.</p>	170
31	<p>RESOLUTION to create and fund an Anti-Violent Crime Task Force for the City of Memphis.</p>	171
	<p>Minutes of November 17, 2020 Regular Meeting</p>	172

**NOTE—THE REFERENCES TO THE PAGE NUMBERS USED IN THE ABOVE TABLE FOR SEPARATE PACKAGES FOR ZONING PUBLIC HEARINGS AND ZONING ORDINANCES ARE THE PAGE NUMBERS USED IN THE SEPARATE PACKAGES FOR THOSE ITEMS**

**WHEREAS**, when worthy circumstances arise, the Memphis City Council has seen fit to honor citizens who have served this community; the retirement of **Steve Lockwood** from the Frayser Community Development Corporation representing one of these worthy occasions; and

**WHEREAS**, **Steve Lockwood** made Memphis, Tennessee his home over forty years ago; he quickly immersed himself within the local community, developing roots that continue to inform his relationships in the present-day; and

**WHEREAS**, having had the opportunity to buy and repair homes in his early years, the work provided experiences that ultimately led him to community development initiatives in some of Memphis' most historic neighborhoods; and

**WHEREAS**, although **Steve Lockwood** has had a hand in the growth of Cooper-Young, Annesdale-Snowden, Vollintine-Evergreen, and Soulsville, just to name a few, the indelible mark of his career contributions is best seen, and felt, within Frayser, where **Mr. Lockwood** served as Executive Director of the Frayser Community Development Corporation for the last eighteen years; and

**WHEREAS**, vision is required for an organization to thrive in the long-term, **Steve Lockwood** possessed both a plan for an improved future, coupled with a sense of optimism and tenacity needed to bring those plans to fruition; as a result, the Frayser neighborhood, its proud residents, and the Frayser Community Development Corporation alike have benefited over the last two decades; and

**WHEREAS**, the numbers speak for themselves, by way of **Steve Lockwood's** tireless efforts, over \$25M has been brought to Frayser; additionally, he has secured the implementation of the now widely used yellow-square zone approach, and most recently, the redevelopment of the MLK College Prep-area, both of which represent textbook models for creative neighborhood revitalization; and

**WHEREAS**, always thinking of sustained growth, **Steve Lockwood** must be commended for his achievement in redefining Frayser by assisting its residents in moving from foreclosure to homeownership via financial literacy and homebuying education; in doing so, there is no way to quantify the positive, and lasting effects his efforts will have over the course of generations to come.

**NOW, THEREFORE, BE IT RESOLVED** that the Memphis City Council honors and congratulates **Steve Lockwood** on his recent retirement, as his countless career contributions have left the Frayser Community Development Corporation, the Frayser neighborhood, and thus, the entire City of Memphis in a better place, and on solid ground; we entreat servants everywhere to emulate his dedication and warm regard for the well-being of others within their own lives.

**BE IT FURTHER RESOLVED** that though ink and parchment are most inadequate to commemorate such an accomplishment, we, nonetheless, do spread upon the records of the City of Memphis these words with sincere respect and gratitude as we recognize **Steve Lockwood** for the leadership he exudes on a daily basis.

Given by my hand and under the great seal of the  
City of Memphis this 1<sup>st</sup> day of December 2020.



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**MICHALYN EASTER-THOMAS**  
Memphis City Councilwoman  
District 7

**CITY OF MEMPHIS  
COUNCIL AGENDA CHECK OFF SHEET**

**ONE ORIGINAL  
ONLY STAPLED  
TO DOCUMENTS**

**Planning & Development  
DIVISION**

**Planning & Zoning COMMITTEE: 20 October 2020  
DATE  
PUBLIC SESSION: 20 October 2020  
DATE**

ITEM (CHECK ONE)  
 ORDINANCE       CONDEMNATIONS       GRANT ACCEPTANCE / AMENDMENT  
 RESOLUTION       GRANT APPLICATION       REQUEST FOR PUBLIC HEARING  
 OTHER: \_\_\_\_\_

**ITEM DESCRIPTION:** A resolution approving a special use permit for a truck stop and gas pumps  
**CASE NUMBER:** SUP 20-12  
**DEVELOPMENT:** Fill-N-Go Truck Stop  
**LOCATION:** Part of 2939 South Third Street and part of 2920 New Horn Lake Road  
**COUNCIL DISTRICTS:** District 6 and Super District 8  
**OWNER:** LFM, Inc.  
**APPLICANT:** Abdallah Ayesh  
**REPRESENTATIVE:** Tim Dagastino of W. H. Porter Consultants, PLLC  
**EXISTING ZONING:** Employment and Heavy Industrial  
**REQUEST:** Special use permit for a truck stop and gas pumps  
**AREA:** 7 acres  
**RECOMMENDATION:** The Division of Planning and Development recommended *Approval with conditions*  
 The Land Use Control Board recommended *Rejection*

**RECOMMENDED COUNCIL ACTION: Public Hearing Not Required**

**PRIOR ACTION ON ITEM:**  
 (2) \_\_\_\_\_ APPROVAL - (1) APPROVED (2) DENIED  
 10 September 2020 DATE  
 (1) Land Use Control Board ORGANIZATION - (1) BOARD / COMMISSION  
 (2) GOV'T. ENTITY (3) COUNCIL COMMITTEE

**FUNDING:**  
 (2) \_\_\_\_\_ REQUIRES CITY EXPENDITURE - (1) YES (2) NO  
 \$ \_\_\_\_\_ AMOUNT OF EXPENDITURE  
 \$ \_\_\_\_\_ REVENUE TO BE RECEIVED  
**SOURCE AND AMOUNT OF FUNDS**  
 \$ \_\_\_\_\_ OPERATING BUDGET  
 \$ \_\_\_\_\_ CIP PROJECT # \_\_\_\_\_  
 \$ \_\_\_\_\_ FEDERAL/STATE/OTHER \_\_\_\_\_

<b>ADMINISTRATIVE APPROVAL:</b>	<b>DATE</b>	<b>POSITION</b>
_____	_____	MUNICIPAL PLANNER
_____	_____	DEPUTY ADMINISTRATOR
_____	_____	ADMINISTRATOR
_____	_____	DIRECTOR (JOINT APPROVAL)
_____	_____	COMPTROLLER
_____	_____	FINANCE DIRECTOR
_____	_____	CITY ATTORNEY
_____	_____	<b>CHIEF ADMINISTRATIVE OFFICER</b>
_____	_____	<b>COMMITTEE CHAIRMAN</b>

**RESOLUTION APPROVING A SPECIAL USE PERMIT FOR A TRUCK STOP AND GAS PUMPS AT PART OF 2939 SOUTH THIRD STREET AND PART OF 2920 NEW HORN LAKE ROAD, KNOWN AS CASE NUMBER SUP 20-12.**

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**WHEREAS**, Chapter 9.6 of the Memphis and Shelby County Unified Development Code, being a section of the Joint Ordinance Resolution No. 5367, dated 10 August 2010, authorizes the Council of the City of Memphis to grant a special use permit for certain stated purposes in the various zoning districts; and

**WHEREAS**, Abdallah Ayesh filed an application with the Memphis and Shelby County Division of Planning and Development for a special use permit for a truck stop and gas pumps;

**WHEREAS**, the Division of Planning and Development has received and reviewed the application in accordance with procedures, objectives, and standards for special use permits as set forth in Chapter 9.6 with regard to the proposed development's impacts upon surrounding properties, availability of public facilities, both external and internal circulation, land use compatibility, and the consistency of its design and amenities with the public interest; and has submitted its findings and recommendation concerning the above considerations to the Land Use Control Board; and

**WHEREAS**, a public hearing in relation thereto was held before the Memphis and Shelby County Land Use Control Board on 10 September 2020, and said Board has submitted its findings and recommendation concerning the above considerations to the Council of the City of Memphis; and

**WHEREAS**, the Council of the City of Memphis has reviewed the aforementioned application pursuant to Tennessee Code Annotated Section 13-4-202(B)(2)(B)(iii) and has determined that said development is consistent with the Memphis 3.0 General Plan; and

**WHEREAS**, the Council of the City of Memphis has reviewed the recommendation of the Land Use Control Board and the report and recommendation of the Division of Planning and Development and has determined that said development meets the objectives, standards, and criteria for a special use permit, and said development is consistent with the public interests.

**NOW, THEREFORE, BE IT RESOLVED, BY THE COUNCIL OF THE CITY OF MEMPHIS**, that, pursuant to Chapter 9.6 of the Memphis and Shelby County Unified Development Code, a special use permit is hereby granted for the requested use in accordance with the attached conditions.

**BE IT FURTHER RESOLVED**, that this permit merely authorizes the filing of applications to acquire a Certificate of Occupancy, or a Building Permit, or other relevant permits and approvals, provided that no such Certificate of Occupancy shall be granted until all conditions imposed by the Council of the City of Memphis have been met.

**BE IT FURTHER RESOLVED**, that this Resolution take effect from and after the date it shall have been passed by this Council of the City of Memphis, and become effective as otherwise provided by law, and thereafter shall be treated as in full force and effect by virtue of passage thereof by the Council of the City of Memphis, the public welfare requiring same.

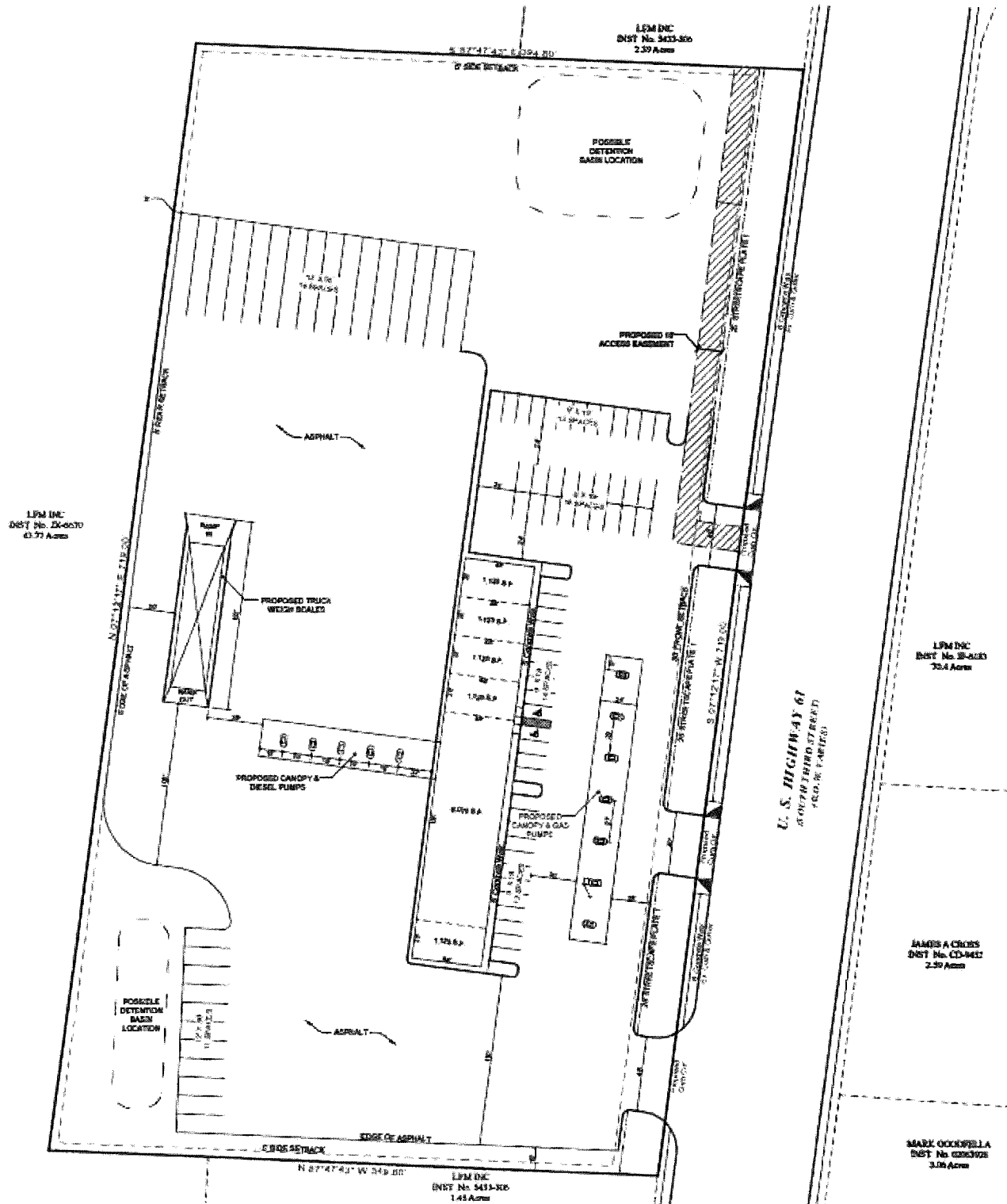
**ATTEST:**

## **CONDITIONS**

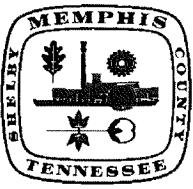
1. The existing billboard shall be removed.
2. All facades of the principal structure shall be of masonry construction.
3. The landscape design shall prioritize native plantings.
4. A revised plan set that demonstrates compliance with the Unified Development Code and the above conditions of approval, as well as substantial conformance with the proposed site plan, shall be submitted subject to administrative review and approval.

# PROPOSED SITE PLAN

[Not yet approved in accordance with Condition 4]







## Memphis City Council Summary Sheet

*SUP 20-12*

Resolution for a special use permit for a truck stop and gas pumps:

- This item is a resolution with conditions for a special use permit to allow the above; and
- The Division of Planning & Development sponsors this application at the request of the Owner: LFM, Inc. and Applicant: Abdallah Ayesh; and
- Approval of this special use permit will be reflected on the Memphis and Shelby County Zoning Atlas.

**LAND USE CONTROL BOARD RECOMMENDATION**

At its regular meeting on **Thursday 10 September 2020**, the Memphis and Shelby County Land Use Control Board held a public hearing on the following application:

**CASE NUMBER:** SUP 20-12  
**LOCATION:** Part of 2939 South Third Street and part of 2920 New Horn Lake Road  
**COUNCIL DISTRICT(S):** District 6 and Super District 8  
**OWNER:** LFM, Inc.  
**APPLICANT:** Abdallah Ayesh  
**REPRESENTATIVE:** Tim Dagastino of W. H. Porter Consultants, PLLC  
**REQUEST:** Special use permit for a truck stop and gas pumps  
**EXISTING ZONING:** Employment and Heavy Industrial  
**AREA:** 7 acres

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**The following spoke in support of the application:** Henry Porter

**The following spoke in opposition the application:** Yvonne Nelson

The Land Use Control Board reviewed the application and the staff report. A motion was made and seconded to recommend approval with conditions.

**The motion *failed* by a vote of 2-8.**



# STAFF REPORT

AGENDA ITEM: 13

**CASE NUMBER:** SUP 20-12 **L.U.C.B. MEETING:** 10 September 2020

**LOCATION:** Part of 2939 South Third Street and part of 2920 New Horn Lake Road

**COUNCIL DISTRICT:** District 6 and Super District 8

**OWNER:** LFM, Inc.

**APPLICANT:** Abdallah Ayesh

**REPRESENTATIVE:** Tim Dagastino of W. H. Porter Consultants, PLLC

**REQUEST:** Special use permit for a truck stop and gas pumps

**AREA:** 7 acres

**EXISTING ZONING:** Employment and Heavy Industrial

## CONCLUSIONS (p. 13)

- The applicant has requested a special use permit for a truck stop and gas pumps on the west side of S. 3<sup>rd</sup> St. between Peebles and Interstate 55.
- Truck stops and gas pumps are permitted by right in the Employment and Heavy Industrial zoning districts only if located at the intersection of two major streets; otherwise, a special use permit is required.
- Presently, the site contains a billboard. This sign would be removed if the proposed development is built.
- Staff finds that the proposed development would have no deleterious effect on its vicinity and meets the special use permit approval criteria.

## CONSISTENCY WITH MEMPHIS 3.0 (pp. 14-15)

Per the Office of Comprehensive Planning, the proposal is consistent with the Memphis 3.0 General Plan.

## RECOMMENDATION (p. 13)

*Approval with conditions*

Staff Writer: *Brett Davis*

E-mail: [brett.davis@memphistn.gov](mailto:brett.davis@memphistn.gov)

**GENERAL INFORMATION**

**Street Frontage:** South Third Street (Principle Arterial) 719 linear feet  
**Zoning Atlas Page:** 2225  
**Parcel ID:** Part of 050125 00001 and part of 075002 00003C  
**Existing Zoning:** Employment and Heavy Industrial

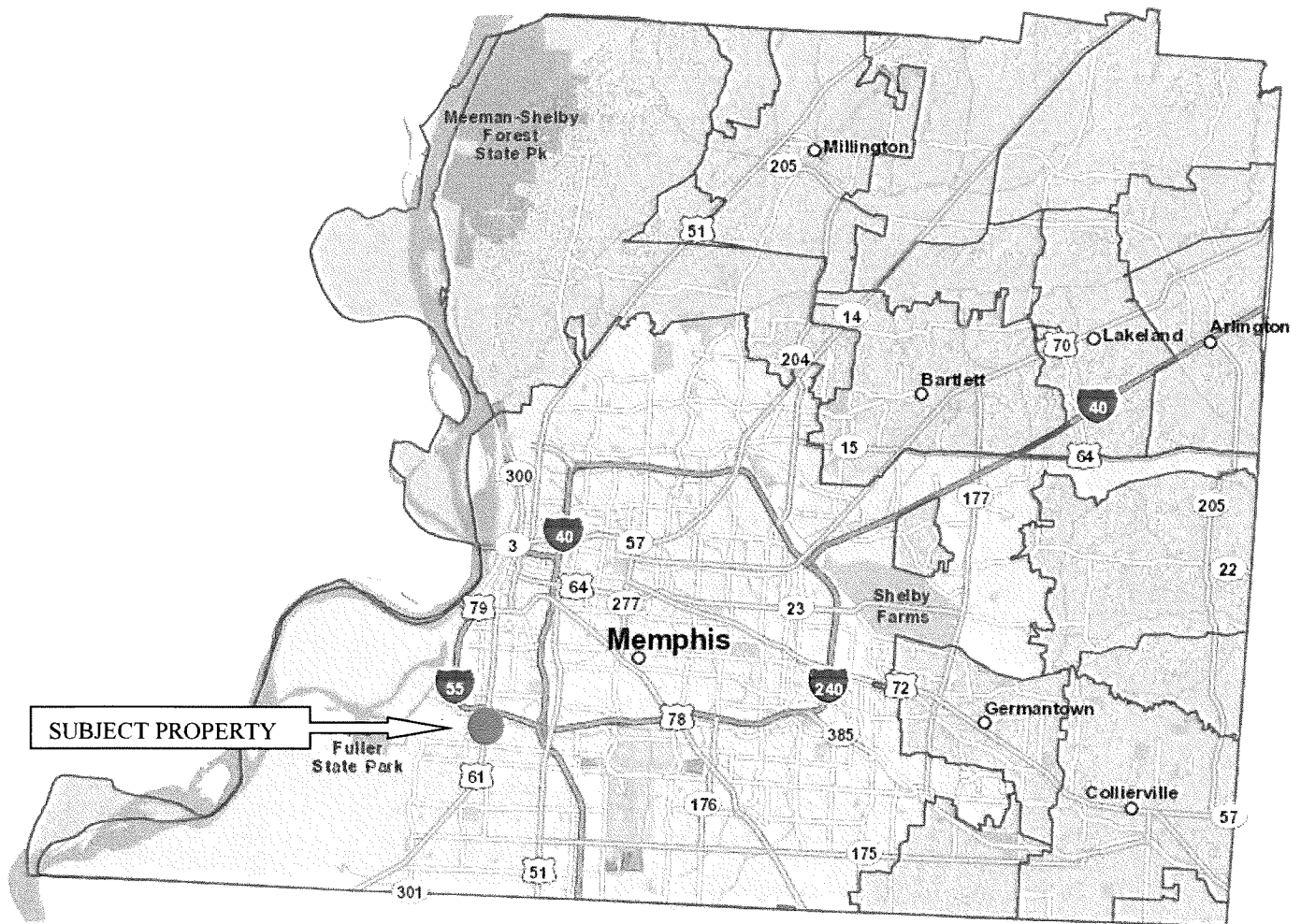
**NEIGHBORHOOD MEETING**

The meeting was held telephonically on 26 August 2020.

**PUBLIC NOTICE**

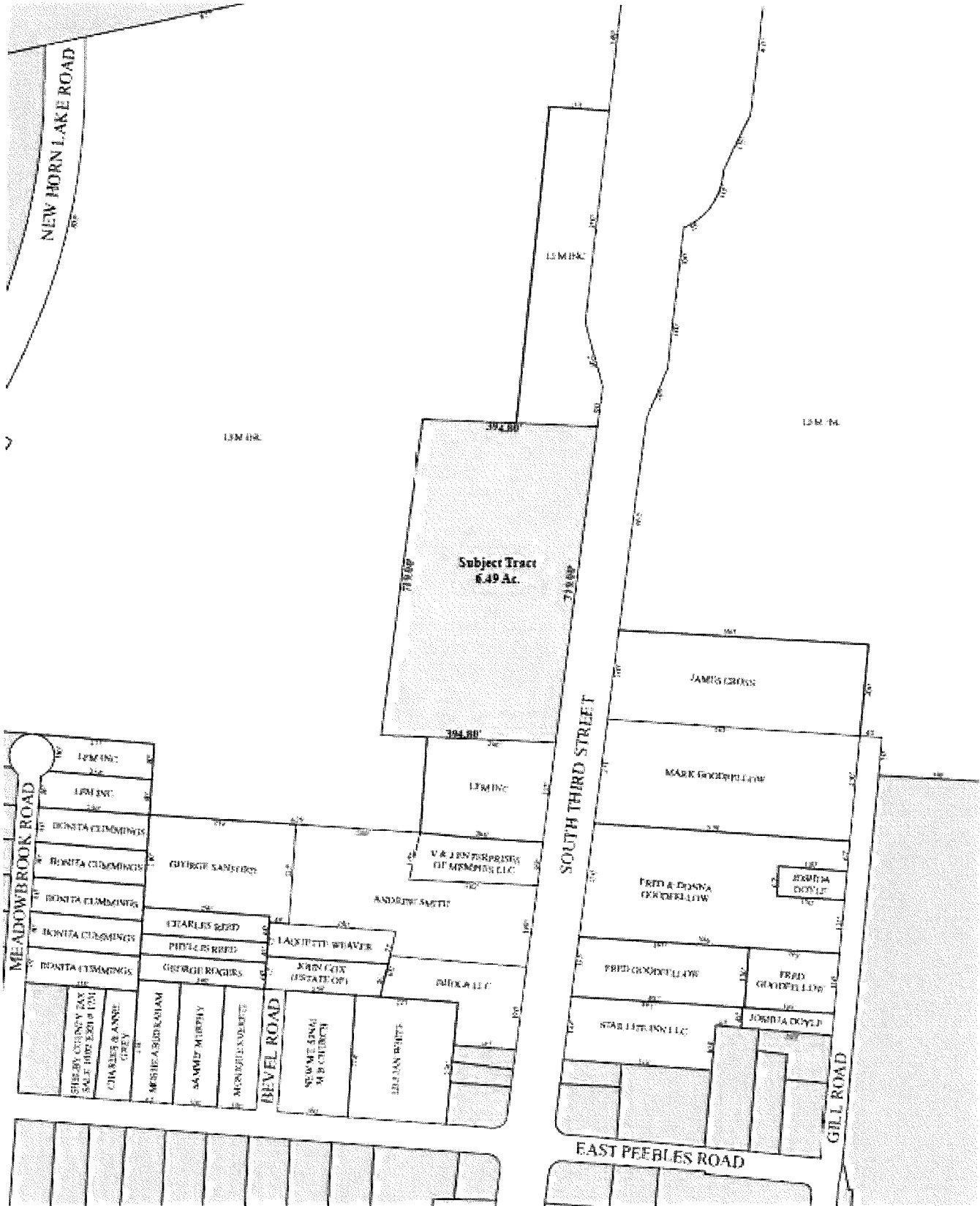
In accordance with Sub-Section 9.3.4A of the Unified Development Code, a notice of public hearing is required to be mailed and signs posted. A total of 25 notices were mailed on 28 August 2020, and a total of one sign posted at the subject property. The sign affidavit has been added to this report.

**LOCATION MAP**



Subject property located in South Memphis

VICINITY MAP



**AERIAL PHOTOGRAPH WITH ZONING**



**Existing Zoning:** Employment and Heavy Industrial

**Surrounding Zoning**

**North:** Heavy Industrial

**East:** Employment and Heavy Industrial

**South:** Employment and Heavy Industrial

**West:** Heavy Industrial

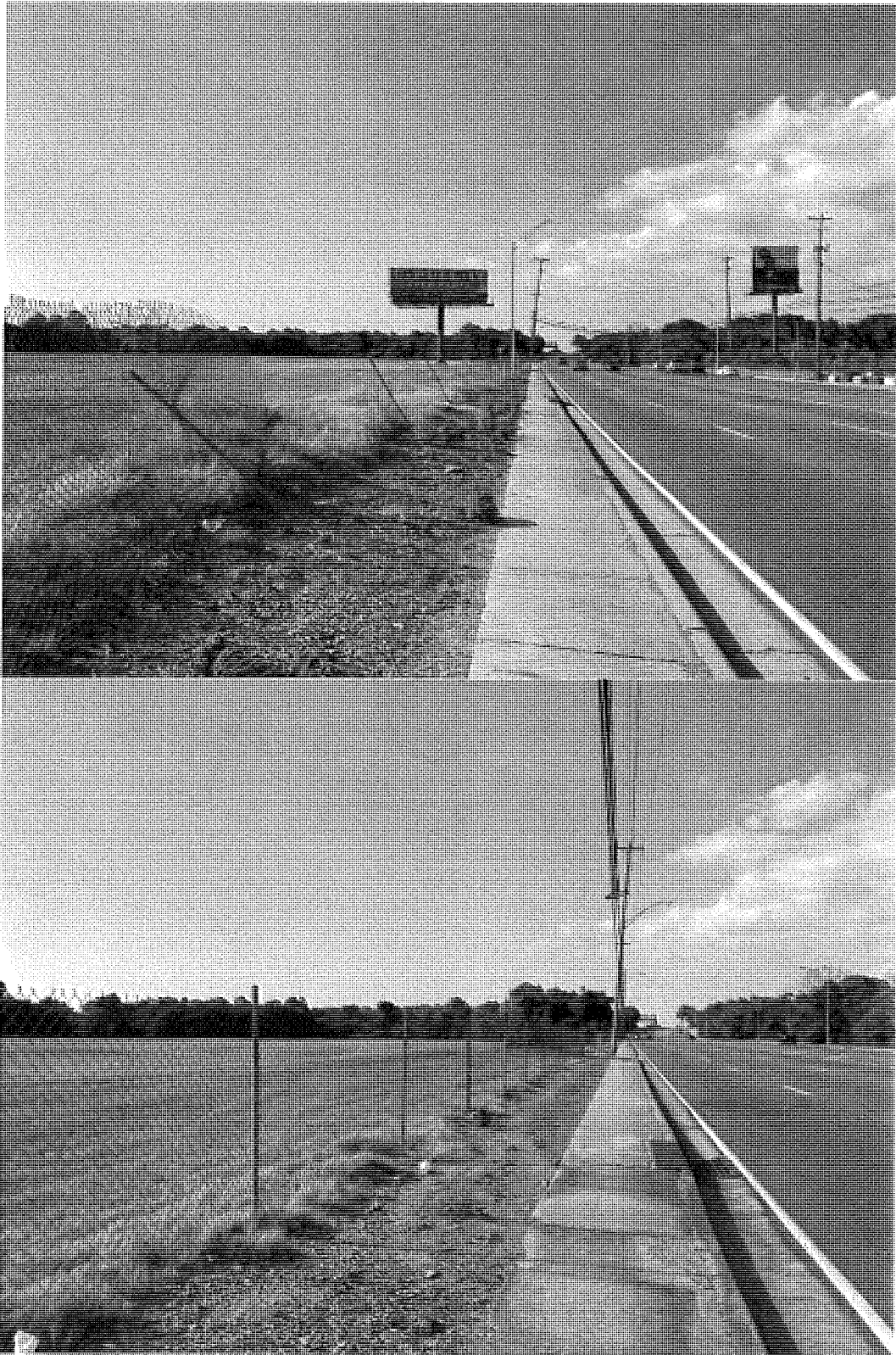




**SITE PHOTOS**



View of site



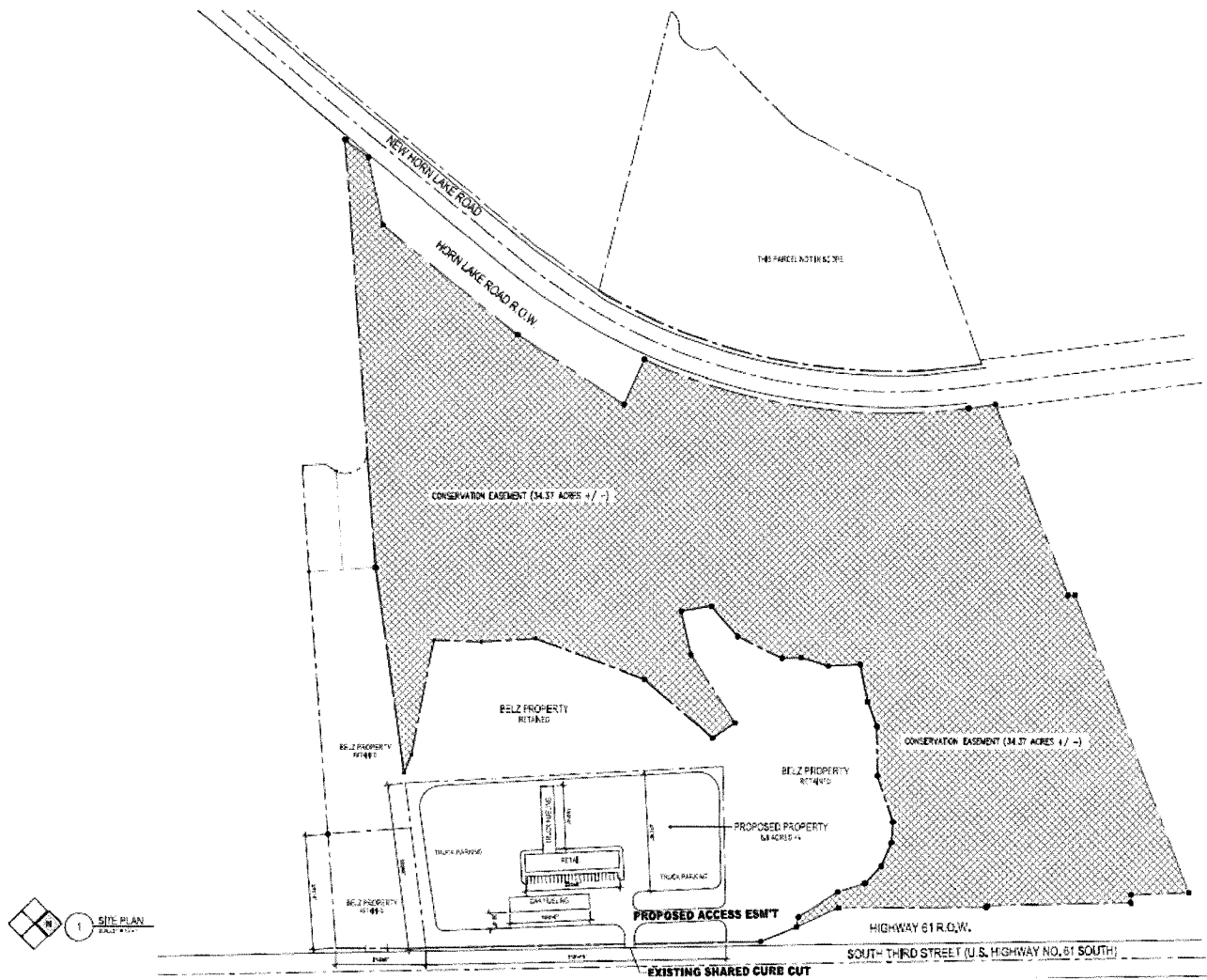
Views north down S. 3<sup>rd</sup>



Views south down S. 3<sup>rd</sup>



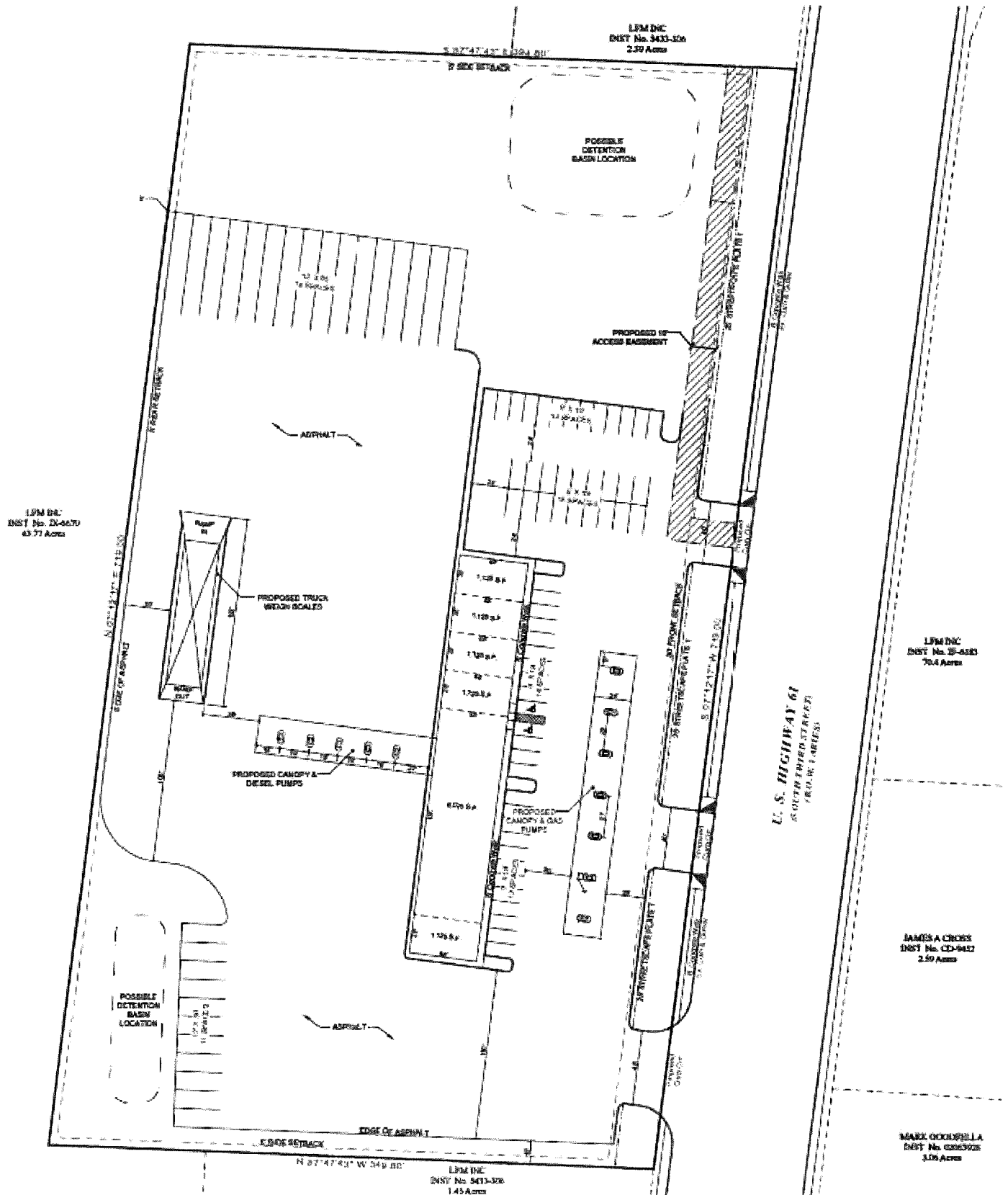
**PROPOSED RECONFIGURATION OF PARCELS**



Currently, the subject site is a part of two parcels. As proposed, the boundaries of these parcels would be reconfigured so that the subject site is one individual parcel, and the remainder of the site is a second parcel.

Both the current configuration and the proposed configuration are exempt from the subdivision requirement because all parcels are or would be over four acres.

PROPOSED SITE PLAN



## STAFF ANALYSIS

### Request

The request is for a special use permit for a truck stop and gas pumps.

The application and letter of intent have been added to this report.

### Approval Criteria

Staff *agrees* the approval criteria as regards special use permits as set out in Section 9.6.9 of the Unified Development Code are met.

#### *9.6.9 Approval Criteria*

*No special use permit or planned development shall be approved unless the following findings are made concerning the application:*

- 9.6.9A *The project will not have a substantial or undue adverse effect upon adjacent property, the character of the neighborhood, traffic conditions, parking, utility facilities and other matters affecting the public health, safety, and general welfare.*
- 9.6.9B *The project will be constructed, arranged and operated so as to be compatible with the immediate vicinity and not interfere with the development and use of adjacent property in accordance with the applicable district regulations.*
- 9.6.9C *The project will be served adequately by essential public facilities and services such as streets, parking, drainage, refuse disposal, fire protection and emergency services, water and sewers; or that the applicant will provide adequately for such services.*
- 9.6.9D *The project will not result in the destruction, loss or damage of any feature determined by the governing bodies to be of significant natural, scenic or historic importance.*
- 9.6.9E *The project complies with all additional standards imposed on it by any particular provisions authorizing such use.*
- 9.6.9F *The request will not adversely affect any plans to be considered (see Chapter 1.9), or violate the character of existing standards for development of the adjacent properties.*
- 9.6.9G *The governing bodies may impose conditions to minimize adverse effects on the neighborhood or on public facilities, and to insure compatibility of the proposed development with surrounding properties, uses, and the purpose and intent of this development code.*
- 9.6.9H *Any decision to deny a special use permit request to place, construct, or modify personal wireless service facilities shall be in writing and supported by substantial evidence contained in a written record, per the Telecommunications Act of 1996, 47 USC 332(c)(7)(B)(iii). The review body may not take into account any environmental or health concerns.*

### Site Description

The subject 7-acre site is part of two parcels. It contains a billboard and is otherwise sodded. Its frontage along S. 3<sup>rd</sup> St. contains a dilapidated chain-link fence as well as a curbside sidewalk.

### Site Plan Review

- Tanks and vents shall be shown on the site plan. Freestanding vents shall not be permitted.
- Canopies shall not exceed a height of 20 feet and shall be architecturally compatible with the principal structure.
- Rope lighting is prohibited. Canopy lighting shall not extend beyond the area beneath the canopy.
- A streetscape plate from Section 4.3.3 shall be installed along the site's frontage. The appropriate plate shall be determined in consultation with the Office of Planning and Development. Sidewalks shall be a minimum of 10 feet from the face of the curb. A pedestrian easement shall be recorded that meets the

dimensions of the approved streetscape.

- Compliance with the tractor trailer parking space requirements of Sub-Section 4.5.5B shall be demonstrated.
- Compliance with the parking area landscaping requirements of Sub-Section 4.5.5D shall be demonstrated. The provision of interior and terminal landscaping islands is not required in tractor trailer parking areas.
- Wheel stops may be required to prevent vehicle overhang on pedestrian paths.
- Underground infrastructure that is placed beneath parking area landscaping islands shall be installed within the outer third of the width of the island so as not to interfere with tree installation.
- Pedestrian facilities shall be provided that connect parking areas, the principle structure, and the sidewalk.
- A landscape plan certified by a registered landscape architect shall be provided.
- Service areas shall be identified on the site plan and shall require screening if visible from the right-of-way.

### **Conclusions**

The applicant has requested a special use permit for a truck stop and gas pumps on the west side of S. 3<sup>rd</sup> St. between Peebles and Interstate 55.

Truck stops and gas pumps are permitted by right in the Employment and Heavy Industrial zoning districts only if located at the intersection of two major streets; otherwise, a special use permit is required.

Presently, the site contains a billboard. This sign would be removed if the proposed development is built.

Staff finds that the proposed development would have no deleterious effect on its vicinity and meets the special use permit approval criteria.

### **RECOMMENDATION**

Staff recommends *approval* with the following conditions:

1. The existing billboard shall be removed.
2. All facades of the principal structure shall be of masonry construction.
3. The landscape design shall prioritize native plantings.
4. A revised plan set that demonstrates compliance with the Unified Development Code and the above conditions of approval, as well as substantial conformance with the proposed site plan, shall be submitted subject to administrative review and approval.

## DEPARTMENTAL COMMENTS

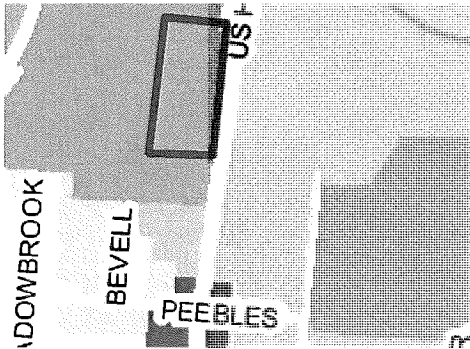
The following comments were provided by agencies to which this application was referred:

### Office of Comprehensive Planning:

**Based on the future land use map, the proposal is CONSISTENT with the goals of the Memphis 3.0 Comprehensive Plan.**

The following information about the land use designation can be found on pages 76 – 122:

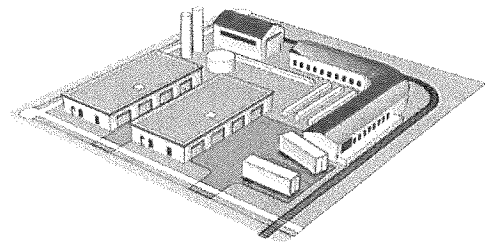
#### 1. FUTURE LAND USE PLANNING MAP



The red box indicates the subject site on the Future Land Use Map.

#### 2. Land use description & applicability:

The property is designated Industrial (I) and is not within an anchor neighborhood. Industrial areas are primarily higher intensity forms that are not suitable next to neighborhoods. These active areas are located on land where it is productive for the continued existence of high impact manufacturing and would not need to change to another usage. Industrial areas are usually located alongside highways and thus are majorly accessed by cars, trucks, and freight infrastructure.



#### “I” Goals/Objectives:

The future land use designation seeks preservation/maintenance of manufacturing/industrial jobs where suitable and the protection of neighborhoods from impactful uses and activities

#### “I” Form and Location Characteristics:

The future land use designation is appropriate for Industrial uses that are 1 -10 stories in height.

*The request is for a Fill N Go Planned Development, of 6.70 acres for a truck stop and existing advertising signage. The land will be divided to create separate parcels for each use. The current land is vacant except for the sign and is not within a 3.0 anchor.*

*The truck stop portion of the application meets the criteria of Memphis 3.0 since the development corresponds to the future land use map. It provides commercial use in an area designated Industrial and that is currently zoned heavy industrial. It is a goal of the Industrial designation to preserve industrial jobs but since there is no current*



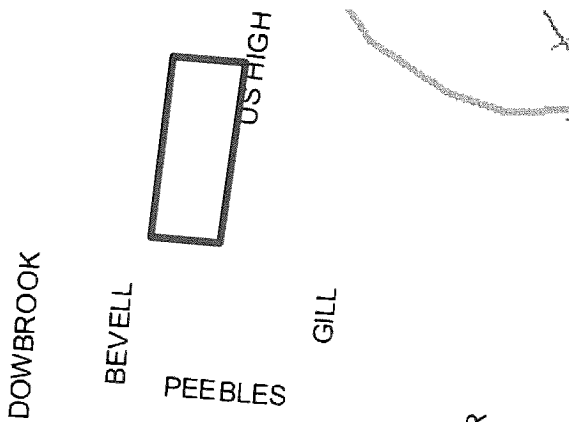
industry or jobs present it is not preserving jobs. It is adding a few jobs with a use that is allowed within the current zoning.

### 3. Existing, Adjacent Land Use and Zoning

The subject site is surrounded by the following land uses: commercial to the east. Open space to the north, south, east, and west. The subject site is surrounded by the following zoning districts: IH to the west, north and east. EMP to the south and east. The site itself is EMP and IH.

*This requested land use is compatible with the adjacent land uses. While the zoning is industrial in nature the planned development of a truck stop while not heavy industry is not encroaching on an established heavy industry. Truck stops are also allowed within industrial zones.*

### 4. Degree of Change



The red box indicates the subject site on the Degree of Change Map. The site is not within or near an anchor and therefore is not designated a degree of change.

### 5. Degree of Change Descriptions

Based on the information provided, the proposal is CONSISTENT with the goals of the Memphis 3.0 Comprehensive Plan.

Summary Compiled by: Roger Ekstrom, Office of Comprehensive Planning

#### City Engineer:

1. Standard Subdivision Contract or Street Cut Permit as required in Section 5.5.5 of the Unified Development Code.

#### Sewers:

2. City sanitary sewers are available to serve this development.
3. All sewer connections must be designed and installed by the developer. This service is no longer offered by the Public Works Division.

#### Roads:

4. The Developer shall be responsible for the repair and/or replacement of all existing curb and gutter along the frontage of this site as necessary.

5. All existing sidewalks and curb openings along the frontage of this site shall be inspected for ADA compliance. The developer shall be responsible for any reconstruction or repair necessary to meet City standards.
6. Provide a minimum sidewalk width of 6ft if the sidewalk is adjacent to the curb.

**Traffic Control Provisions:**

7. The developer shall provide a traffic control plan to the city engineer that shows the phasing for each street frontage during demolition and construction of curb gutter and sidewalk. Upon completion of sidewalk and curb and gutter improvements, a minimum 5 foot wide pedestrian pathway shall be provided throughout the remainder of the project. In the event that the existing right of way width does not allow for a 5 foot clear pedestrian path, an exception may be considered.
8. Any closure of the right of way shall be time limited to the active demolition and construction of sidewalks and curb and gutter. Continuous unwarranted closure of the right of way shall not be allowed for the duration of the project. The developer shall provide on the traffic control plan, the time needed per phase to complete that portion of the work. Time limits will begin on the day of closure and will be monitored by the Engineering construction inspectors on the job.
9. The developer's engineer shall submit a Trip Generation Report that documents the proposed land use, scope and anticipated traffic demand associated with the proposed development. A detailed Traffic Impact Study will be required when the accepted Trip Generation Report indicates that the number for projected trips meets or exceeds the criteria listed in Section 210-Traffic Impact Policy for Land Development of the City of Memphis Division of Engineering Design and Policy Review Manual. Any required Traffic Impact Study will need to be formally approved by the City of Memphis, Traffic Engineering Department.

**Curb Cuts/Access:**

10. The City Engineer shall approve the design, number and location of curb cuts.
11. Any existing nonconforming curb cuts shall be modified to meet current City Standards or closed with curb, gutter and sidewalk.
12. The curb cut spacing reflected on the site plan shall be revised to provide at least 200ft between curb cuts.

**Drainage:**

13. A grading and drainage plan for the site shall be submitted to the City Engineer for review and approval prior to recording of the final plat.
14. Drainage improvements, including possible on-site detention, shall be provided under a Standard Subdivision contract in accordance with Unified Development Code and the City of Memphis/Shelby County Storm Water Management Manual.
15. Drainage data for assessment of on-site detention requirements shall be submitted to the City Engineer.
16. The following note shall be placed on the final plat of any development requiring on-site storm water detention facilities: The areas denoted by "Reserved for Storm Water Detention" shall not be used as a building site or filled without first obtaining written permission from the City and/or County Engineer. The storm water detention systems located in these areas, except for those parts located in a public drainage

easement, shall be owned and maintained by the property owner and/or property owners' association. Such maintenance shall be performed so as to ensure that the system operates in accordance with the approved plan on file in the City and/or County Engineer's Office. Such maintenance shall include, but not be limited to removal of sedimentation, fallen objects, debris and trash, mowing, outlet cleaning, and repair of drainage structures.

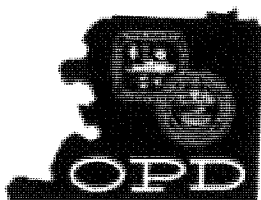
17. The developer should be aware of his obligation under 40 CFR 122.26(b)(14) and TCA 69-3-101 et. seq. to submit a Notice of Intent (NOI) to the Tennessee Division of Water Pollution Control to address the discharge of storm water associated with the clearing and grading activity on this site.

**Site Plan Notes:**

18. Common ingress/egress easements shall be shown on the final plats.

<b>City Fire Division:</b>	No comments received.
<b>City Real Estate:</b>	No comments received.
<b>City Health Department:</b>	No comments received.
<b>Shelby County Schools:</b>	No comments received.
<b>Construction Code Enforcement:</b>	No comments received.
<b>Memphis Light, Gas and Water:</b>	No comments received.
<b>Office of Sustainability and Resilience:</b>	No comments received.

APPLICATION



*Memphis and Shelby County*  
*Office of Planning and Development*  
CITY HALL 121 NORTH MAIN STREET-SUITE 468 MEMPHIS, TENNESSEE 38103-2084 (901) 376-6601

**APPLICATION FOR PLANNED DEVELOPMENT APPROVAL  
(OUTLINE PLAN APPROVAL/OUTLINE PLAN AMENDMENT)**

Date: 8/3/20

Case #: \_\_\_\_\_

PLEASE TYPE OR PRINT

Name of Development: Fill N Go

Property Owner of Record: LFM, Inc. Phone #: N/A

Mailing Address: 100 Piedmont Place, Suite 1400 City/State: Memphis/TN Zip 38103

Property Owner E-Mail Address: \_\_\_\_\_

Applicant: Abdallah Ayesh Phone #: N/A

Mailing Address: 4135 Riverdale Road City/State: Memphis/TN Zip 38115

Applicant E- Mail Address: abdayesh@yahoo.com

Representative: W.H. Porter Consultants Phone #: (901)353-9453

Mailing Address: 6055 Primacy Parkway, Suite 115 City/State: Memphis/TN Zip 38115

Representative E-Mail Address: tdagastino@whporter.com

Engineer/Surveyor: Henry Porter Phone #: (901)353-9453

Mailing Address: 6055 Primacy Parkway, Suite 115 City/State: Memphis/TN Zip 38115

Engineer/Surveyor E-Mail Address: hporter@whporter.com

Street Address Location: 2939 Highway 61 & 2920 Old Homelike Road

Distance to nearest intersecting street: 1,100' north of the intersection of US Highway 61 and East Peebles Road

	Parcel 1	Parcel 2	Parcel 3
Area in Acres:	<u>6.70</u>		
Existing Zoning:	<u>JH &amp; EMP</u>		
Existing Use of Property	<u>Vacant</u>		
Requested Use of Property	<u>Travel Exp. OR Premier Advertising</u>		

Medical Overlay District: Per Section 8.2.2D of the UDC, no Planned Developments are permitted in the Medical Overlay District.

Unincorporated Areas: For residential projects in unincorporated Shelby County, please provide the following information:

Number of Residential Units: N/A Bedrooms: N/A

Expected Appraised Value per Unit: N/A or Total Project: N/A

**Amendment(s):** Is the applicant applying for an amendment to an existing Planned Development?  
Yes  No

The following modifications to existing planned developments are considered amendments: 1) a change to the permitted uses in a planned development, except in situations where a use of a higher classification is proposed to be changed to a use of a lower classification; 2) a modification to conditions that phases the uses, and 3) a conversion of public streets. See Section 9.6.11E(1) of the UDC for further details.

#### 4.10.3 Planned Development General Provisions

The governing bodies may grant a special use permit for a planned development which modifies the applicable district regulations and other regulations of this development code upon written findings and recommendations to the Land Use Control Board and the Planning Director which shall be forwarded pursuant to provisions contained in section 4.10.3:

Please address each sub-section below (Provide additional information on a separate sheet of paper if needed).

- The proposed development will not unduly injure or damage the use, value and enjoyment of surrounding property nor unduly hinder or prevent the development of surrounding property in accordance with the current development policies and plans of the City and County.

The proposed development is compatible with the existing land use in the area.

- An approved water supply, community waste water treatment and disposal, and storm water drainage facilities that are adequate to serve the proposed development have been or will be provided concurrent with the development.

Existing Utilities are adequate for serving the proposed uses. Storm water will be maintained through a dry detention basin.

- The location and arrangement of the structures, parking areas, walks, lighting and other service facilities shall be compatible with the surrounding land uses... (see UDC sub-section 4.10.3C)

This development will be compatible with surrounding land uses.

- Any modification of the district standards that would otherwise be applicable to the site are warranted by the design of the outline plan and the amenities incorporated therein, and are not inconsistent with the public interest.

The design of the site and building are in keeping with the adjoining parcels.

- Homeowners' associations or some other responsible party shall be required to maintain any and all common open space and/or common elements.

There are no common areas in this development. The owner of each lot will maintain their property.

- Lots of records are created with the recording of a planned development final plan.

Two lots will be created with the recording of the final plan.

**REQUIREMENTS PRIOR TO APPLICATION SUBMISSION**

**PRE-APPLICATION CONFERENCE** - Not more than six (6) months nor less than five (5) working days prior to filing an application, the applicant shall arrange for a mandatory pre-application conference with OPD.

Pre-Application Conference held on: 7/20/20 with Jeffrey Penzes

**NEIGHBORHOOD MEETING** - At least ten (10) days, but not more than 120 days, prior to a hearing before the Land Use Control Board, the applicant shall provide an opportunity to discuss the proposal with representatives from neighborhoods adjacent to the development site (Section 9.3.2).

Neighborhood Meeting Requirement Met: Yes or Not Yes (Circle one)  
(If yes, documentation must be included with application materials)

**SIGN POSTING** - A sign or signs shall be erected on-site no more than 30 days or less than 10 days prior to the date of the Land Use Control Board hearing. See Sub-Section 9.3.4c of the UDC for further details on sign posting.

I (we) hereby make application for the Planned Development described above and on the accompanying materials. I (we) accept responsibility for any errors or omissions which may result in the postponement of the application being reviewed by the Memphis & Shelby County Land Use Control Board at the next available hearing date. I (We), owner(s) of the above described property hereby authorize the filing of this application and the above named persons to act on my behalf.

Kenneth B. Boly 8/24/20 [Signature] 7-29-2020  
Property Owner of Record Date Applicant Date

**GUIDE FOR SUBMITTING  
PLANNED DEVELOPMENT APPLICATION  
(OUTLINE PLAN APPROVAL/OUTLINE PLAN AMENDMENT)**

**A. THE APPLICATION** - Two (2) collated sets of this application in accordance with the requirements of the Unified Development Code and as outlined below shall be submitted to OPD. The following information is required to be submitted for consideration as a complete application, and except for copies of the Outline and/or Site/Concept Plan, shall be provided on sheets of 8.5"x11" in size. The application with original signatures shall be completed either with legible print or typewritten. Each application set shall be compiled in the following order:

- 1) This application, 8.5"x11" Outline and/or Site/Concept Plan, Legal Description, Vicinity Map, 2-3 sets of gummed-backed Mailing Labels, 2 sets of paper copied Mailing Labels, Letter of Intent, 20"x24" Outline and/or Site/Concept Plan (folded), copy of Deed(s)
- 2) A compact disc with all submittal documents in "PDF" and any proposed conditions in "WORD".

**B. LETTER OF INTENT** - The letter shall include the following:

- a) A brief narrative statement generally describing the nature, location and extent of the development and the market it is intended to serve.
- b) A list of any professional consultants associated with the proposed development.
- c) A written statement generally describing the relationship of the proposed development to the current policies and plans of the City and County. The statement shall include how the proposed

LETTER OF INTENT

W. H. PORTER CONSULTANTS, PLLC

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6055 Primacy Parkway, Suite 115  
Memphis, Tennessee 38119  
(901) 363-9453 FAX: (901) 363-2722

Engineers, Planners, Surveyors, Consultants

August 3, 2020

Mr. Josh Whitehead  
Planning Director, Land Use Controls  
Office of Planning and Development  
125 N. Main Street, Room 468  
Memphis, TN 38103

RE: FILL N GO PLANNED DEVELOPMENT  
LETTER OF INTENT

Mr. Whitehead:

On behalf of Abdallah Ayesh, who currently has the property under contract, we are submitting the attached application for the Fill N Go Planned Development, a 6.70 acre parcel located approximately 3,300' from the intersection of U.S Highway 61 and Interstate 2-40. The property is zoned I-H and EMP. We are requesting this Planned Development create two lots; one lot will allow for off-premise outdoor advertising signs and the other will allow for a truck stop. The area surrounding the proposed development is also zoned either I-H or EMP. The proposed uses in this Planned development will coincide with the existing land uses in the immediate area.

The development will have a modified S-11 streetscape plate installed along U.S Highway 61. A total of 2.27 acres will not be developed and will be set aside for landscaping and detention basins.

We feel like this development will be of commensurate to the large amounts of Industrial and Employment zoning adjacent to the property and it will provide a benefit to those industries that rely heavily on trucks to meet their commerce

We appreciate your support with this request. Please contact me if you have any questions.

Sincerely,



William D. Porter, P.E., R.L.S.

**SIGN AFFIDAVIT**

**AFFIDAVIT**

Shelby County  
State of Tennessee

I, Tim Dagastino, being duly sworn, depose and say that at 4:30 am/pm on the 11 day of August, 2020, I posted 1 Public Notice Sign(s) pertaining to Case No. 20-09 at 2939 Highway 61, providing notice of a Public Hearing before the  Land Use Control Board,  Memphis City Council, \_\_\_\_\_ Shelby County Board of Commissioners for consideration of a proposed Land Use Action ( Planned Development, \_\_\_\_\_ Special Use Permit, \_\_\_\_\_ Zoning District Map Amendment, \_\_\_\_\_ Street and/or Alley Closure), a photograph of said sign(s) being attached hereon and a copy of the sign purchase receipt or rental contract attached hereto.

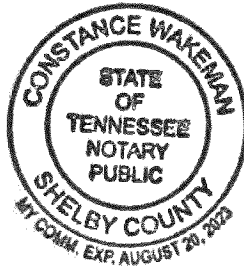
Tim Dagastino  
Owner, Applicant or Representative

8/12/20  
Date

Subscribed and sworn to before me this 12<sup>th</sup> day of August, 2020.

Constance Wakeman  
Notary Public

My commission expires: 8/20/23





**LETTERS RECEIVED**

No letters received at the time of completion of this report.

**SUBSTITUTE ORDINANCE**

**TO AMEND TITLE 3, CHAPTER 16 IN THE CITY OF MEMPHIS CODE OF ORDINANCES, CITY EMPLOYEE OCCUPATIONAL HEALTH PROGRAM, ESTABLISHING AN UPDATED OCCUPATIONAL SAFETY AND HEALTH PROGRAM PLAN**

**WHEREAS**, in compliance with Public Chapter 561 of the General Assembly of the State of Tennessee for the year 1972, the City of Memphis created and established an Occupational Safety and Health Program Plan ("OSHPP") for its employees under this Title; and

**WHEREAS**, the Public Sector Section of Tennessee Occupational Safety and Health Administration (TOSHA) is responsible for ensuring that local governments meet statutory responsibilities pursuant to the provisions of Tenn. Code Ann. § 50-3-912; and

**WHEREAS**, Title 3, Chapter 16 of the City of Memphis Code of Ordinances was last amended in 2004; and

**WHEREAS**, due to various updates and changes required by TOSHA, it has become necessary to amend the local ordinance and program plan to comply with more recent public sector requirements issued by TOSHA; and

**WHEREAS**, the form and substance of this amended ordinance is consistent with and pursuant to the forms, rules and regulations issued by TOSHA; and

**WHEREAS**, the form and substance of this amended ordinance ensures that the City of Memphis can maintain an updated occupational safety and health program plan in compliance with TOSHA.

**NOW, THEREFORE,**

**SECTION 1. BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEMPHIS** that Title 3, Chapter 16 of the Code of Ordinances is hereby amended in its entirety and substituted as follows:

**A. TITLE:**

This section shall be known as "The Occupational Safety and Health Program Plan" for the employees of City of Memphis.

**B. PURPOSE:**

The City of Memphis, in electing to update the established Occupational Safety and Health Program Plan, will maintain an effective and comprehensive Occupational Safety and Health Program Plan for its employees and shall:

- 1) Provide a safe and healthful place and condition of employment that includes:
  - a) Top Management commitment and employee involvement;
  - b) Continually analyze the worksite to identify all hazards and potential hazards;
  - c) Develop and maintain methods for preventing or controlling the existing or potential hazards; and
  - d) Train managers, supervisors, and employees to understand and deal with worksite hazards.
- 2) Acquire, maintain and require the use of safety equipment, personal protective equipment and devices reasonably necessary to protect employees.
- 3) Record, keep, preserve, and make available to the Commissioner of Labor and Workforce Development, or persons within the Department of Labor and Workforce Development to whom such responsibilities have been delegated, adequate records of all occupational accidents and illnesses and personal injuries for proper evaluation and necessary corrective action as required.

4) Consult with the Commissioner of Labor and Workforce Development with regard to the adequacy of the form and content of records.

5) Consult with the Commissioner of Labor and Workforce Development, as appropriate, regarding safety and health problems which are considered to be unusual or peculiar and are such that they cannot be achieved under a standard promulgated by the State.

6) Provide reasonable opportunity for the participation of employees in the effectuation of the objectives of this Program Plan, including the opportunity to make anonymous complaints concerning conditions or practices injurious to employee safety and health.

7) Provide for education and training of personnel for the fair and efficient administration of occupational safety and health standards and provide for education and notification of all employees of the existence of this Program Plan.

**C. COVERAGE:**

The provisions of the Occupational Safety and Health Program Plan for the employees of City of Memphis shall apply to all employees of each administrative department, commission, board, division, or other agency whether part-time or full-time, seasonal or permanent.

**D. STANDARDS AUTHORIZED:**

The Occupational Safety and Health standards adopted by the City of Memphis are the same as, but not limited to, the State of Tennessee Occupational Safety and Health Standards promulgated, or which may be promulgated, in accordance with Section 6 of the Tennessee Occupational Safety and Health Act of 1972 (T.C.A. Title 50, Chapter 3).

**E. VARIANCES FROM STANDARDS AUTHORIZED:**

Upon written application to the Commissioner of Labor and Workforce Development of the State of Tennessee, the City may request an order granting a temporary variance from any approved standards. Applications for variances shall be in accordance with Rules of Tennessee Department of Labor and Workforce Development Occupational Safety and Health, VARIANCES FROM OCCUPATIONAL SAFETY AND HEALTH STANDARDS, CHAPTER 0800-01-02, as authorized by T.C.A., Title 50. Prior to requesting such temporary variance, the City will notify or serve notice to its employees, their designated representatives, or interested parties and present them with an opportunity for a hearing. The posting of notice on bulletin boards accessible to employees shall be deemed sufficient notice to employees.

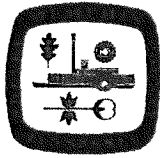
**F. ADMINISTRATION:**

For the purposes of this ordinance, the Division of Human Resources shall designate a Safety Manager of Occupational Safety and Health to perform duties and to exercise powers assigned to plan, develop, and administer this Program Plan. The Safety Manager shall develop a plan of operation for the Program Plan in accordance with Rules of Tennessee Department of Labor and Workforce Development Occupational Safety and Health, SAFETY AND HEALTH PROVISIONS FOR THE PUBLIC SECTOR, CHAPTER 0800-01-05, as authorized by T.C.A., Title 50.

**SECTION 2. BE IT FURTHER ORDAINED** that if any section, sub-section, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

**SECTION 3. BE IT FURTHER ORDAINED** that this ordinance shall take effect from and after the date it shall have been passed, properly signed, certified, and has met all other legal requirements, and as otherwise provided by law, the general welfare of the City of Memphis requiring it.

Patrice Robinson  
Chairperson



## Memphis City Council Summary Sheet

### **SUBSTITUTE ORDINANCE TO AMEND TITLE 3, CHAPTER 16 IN THE CITY OF MEMPHIS CODE OF ORDINANCES, CITY EMPLOYEE OCCUPATIONAL HEALTH PROGRAM, ESTABLISHING AN UPDATED OCCUPATIONAL SAFETY AND HEALTH PROGRAM PLAN**

Ordinance addresses:

- Due to various updates and changes required by Tennessee Occupational Safety and Health Administration (TOSHA), it has become necessary to amend the local ordinance and program plan to comply with more recent public sector requirements issued by TOSHA.
- The form and substance of the proposed ordinance is consistent with and pursuant to the forms, rules and regulations issued by TOSHA.
- The form and substance of the proposed ordinance ensures that the City of Memphis can maintain an updated occupational safety and health program plan in compliance with TOSHA.
- The updated program plan and appendices are attached for reference.

PLAN OF OPERATION FOR THE OCCUPATIONAL SAFETY AND HEALTH PROGRAM PLAN FOR THE  
EMPLOYEES OF CITY OF MEMPHIS

SECTION	PAGE
I. PURPOSE AND COVERAGE .....	4
II. DEFINITIONS.....	4
III. EMPLOYER’S RIGHTS AND DUTIES.....	5
IV. EMPLOYEE’S RIGHTS AND DUTIES .....	6
V. ADMINISTRATION.....	7
VI. STANDARDS AUTHORIZED .....	8
VII. VARIANCE PROCEDURE.....	8
VIII. RECORDKEEPING AND REPORTING.....	9
IX. EMPLOYEE COMPLAINT PROCEDURE.....	9
X. EDUCATION AND TRAINING.....	10
XI. GENERAL INSPECTION PROCEDURES.....	11
XII. IMMINENT DANGER PROCEDURES.....	12
XIII. ABATEMENT ORDERS AND HEARINGS.....	13
XIV. PENALTIES.....	13
XV. CONFIDENTIALITY OF PRIVILEGED INFORMATION .....	13
XVI. DISCRIMINATION INVESTIGATIONS AND SANCTIONS.....	14
XVII. COMPLIANCE WITH OTHER LAWS NOT EXCUSED.....	14
 APPENDICES	
I. WORK LOCATIONS .....	15
II. NOTICE TO ALL EMPLOYEES .....	16
III. PROGRAM PLAN BUDGET .....	17
IV. ACCIDENT REPORTING PROCEDURES .....	18
I. PURPOSE AND COVERAGE	

The purpose of this plan is to provide guidelines and procedures for implementing the Occupational Safety and Health Program Plan for the employees of City of Memphis.

This plan is applicable to all employees, part-time or full-time, seasonal or permanent.

The City of Memphis in electing to update and maintain an effective Occupational Safety and Health Program Plan for its employees,

- a. Provide a safe and healthful place and condition of employment.
- b. Require the use of safety equipment, personal protective equipment, and other devices where reasonably necessary to protect employees.
- c. Make, keep, preserve, and make available to the Commissioner of Labor and Workforce Development, his designated representatives, or persons within the Department of Labor and Workforce Development to whom such responsibilities have been delegated, including the Safety Manager of the Division of Occupational Safety and Health, adequate records of all occupational accidents and illnesses and personal injuries for proper evaluation and necessary corrective action as required.
- d. Consult with the Commissioner of Labor and Workforce Development or his designated representative with regard to the adequacy of the form and content of such records.
- e. Consult with the Commissioner of Labor and Workforce Development regarding safety and health problems which are considered to be unusual or peculiar and are such that they cannot be resolved under an occupational safety and health standard promulgated by the State.
- f. Assist the Commissioner of Labor and Workforce Development or his monitoring activities to determine Program Plan effectiveness and compliance with the occupational safety and health standards.
- g. Make a report to the Commissioner of Labor and Workforce Development annually, or as may otherwise be required, including information on occupational accidents, injuries, and illnesses and accomplishments and progress made toward achieving the goals of the Occupational Safety and Health Program Plan.
- h. Provide reasonable opportunity for and encourage the participation of employees in the effectuation of the objectives of this Program Plan, including the opportunity to make anonymous complaints concerning conditions or practices which may be injurious to employees' safety and health.
- i. Provide for education and training of personnel for the fair and efficient administration of occupational safety and health standards, and provide for education and notification of all employees of the existence of this Program Plan.

## II. DEFINITIONS

For the purposes of this Program Plan, the following definitions apply:

- a. COMMISSIONER OF LABOR and Workforce Development means the chief executive officer of the Tennessee Department of Labor and Workforce Development. This includes any person appointed, designated, or deputized to perform the duties or to exercise the powers assigned to the Commissioner of Labor and Workforce Development.
- b. EMPLOYER means the City of Memphis and includes each administrative department, board, commission, division, or other agency of the City of Memphis.
- c. SAFETY Manager OF OCCUPATIONAL SAFETY AND HEALTH or SAFETY Manager means the person designated by the establishing ordinance, or executive order to perform duties or to exercise powers assigned so as to plan, develop, and administer the Occupational Safety and Health Program Plan for the employees of the City of Memphis.
- d. INSPECTOR(S) means the individual(s) appointed or designated by the Safety Manager of Occupational Safety and Health to conduct inspections provided for herein. If no such compliance inspector(s) is appointed, inspections shall be conducted by the Safety Manager of Occupational Safety and Health.
- e. APPOINTING AUTHORITY means any official or group of officials of the employer having legally designated

powers of appointment, employment, or removal there from for a specific department, board, commission, division, or other agency of this employer.

- f. **EMPLOYEE** means any person performing services for this employer and listed on the payroll of this employer, either as part-time, full-time, seasonal, or permanent. It also includes any persons normally classified as "volunteers" provided such persons received remuneration of any kind for their services. This definition shall not include independent contractors, their agents, servants, and employees.
- g. **PERSON** means one or more individuals, partnerships, associations, corporations, business trusts, or legal representatives of any organized group of persons.
- h. **STANDARD** means an occupational safety and health standard promulgated by the Commissioner of Labor and Workforce Development in accordance with Section VI (6) of the Tennessee Occupational Safety and Health Act of 1972 which requires conditions or the adoption or the use of one or more practices, means, methods, operations, or processes or the use of equipment or personal protective equipment necessary or appropriate to provide safe and healthful conditions and places of employment.
- i. **IMMINENT DANGER** means any conditions or practices in any place of employment which are such that a hazard exists which could reasonably be expected to cause death or serious physical harm immediately or before the imminence of such hazard can be eliminated through normal compliance enforcement procedures.
- j. **ESTABLISHMENT** or **WORKSITE** means a single physical location under the control of this employer where business is conducted, services are rendered, or industrial type operations are performed.
- k. **SERIOUS INJURY** or **HARM** means that type of harm that would cause permanent or prolonged impairment of the body in that:
  - 1. A part of the body would be permanently removed (e.g., amputation of an arm, leg, finger(s); loss of an eye) or rendered functionally useless or substantially reduced in efficiency on or off the job (e.g., leg shattered so severely that mobility would be permanently reduced), or
  - 2. A part of an internal body system would be inhibited in its normal performance or function to such a degree as to shorten life or cause reduction in physical or mental efficiency (e.g., lung impairment causing shortness of breath).

On the other hand, simple fractures, cuts, bruises, concussions, or similar injuries would not fit either of these categories and would not constitute serious physical harm.

- l. **ACT** or **TOSH Act** shall mean the Tennessee Occupational Safety and Health Act of 1972.
- m. **GOVERNING BODY** means the County Quarterly Court, Board of Aldermen, Board of Commissioners, City or Town Council, Board of Governors, etc., whichever may be applicable to the local government, government agency, or utility to which this plan applies.
- n. **CHIEF EXECUTIVE OFFICER** means the chief administrative official, County Judge, County Chairman, County Mayor, Mayor, City Manager, General Manager, etc., as may be applicable.

### III. EMPLOYER'S RIGHTS AND DUTIES

Rights and duties of the employer shall include, but are not limited to, the following provisions:

- a. Employer shall furnish to each employee conditions of employment and a place of employment free from recognized hazards that are causing or are likely to cause death or serious injury or harm to employees.
- b. Employer shall comply with occupational safety and health standards and regulations promulgated pursuant to Section VI (6) of the Tennessee Occupational Safety and Health Act of 1972.
- c. Employer shall refrain from and unreasonable restraint on the right of the Commissioner of Labor and Workforce Development to inspect the employers place(s) of business. Employer shall assist the Commissioner of Labor and Workforce Development in the performance of their monitoring duties by supplying or by making available information, personnel, or aids reasonably necessary to the effective



- conduct of the monitoring activity.
- d. Employer is entitled to participate in the development of standards by submission of comments on proposed standards, participation in hearing on proposed standards, or by requesting the development of standards on a given issue under Section 6 of the Tennessee Occupational Safety and Health Act of 1972.
- e. Employer is entitled to request an order granting a variance from an occupational safety and health standard.
- f. Employer is entitled to protection of its legally privileged communication.
- g. Employer shall inspect all worksites to ensure the provisions of this Program Plan are complied with and carried out.
- h. Employer shall notify and inform any employee who has been or is being exposed in a biologically significant manner to harmful agents or material in excess of the applicable standard and of corrective action being taken.
- i. Employer shall notify all employees of their rights and duties under this Program Plan.

#### IV. EMPLOYEE'S RIGHTS AND DUTIES

Rights and duties of employees shall include, but are not limited to, the following provisions:

- a. Each employee shall comply with occupational safety and health act standards and all rules, regulations, and orders issued pursuant to this Program Plan and the Tennessee Occupational Safety and Health Act of 1972 which are applicable to his or her own actions and conduct.
- b. Each employee shall be notified by the placing of a notice upon bulletin boards, or other places of common passage, of any application for a permanent or temporary order granting the employer a variance from any provision of the TOSH Act or any standard or regulation promulgated under the Act.
- c. Each employee shall be given the opportunity to participate in any hearing which concerns an application by the employer for a variance from a standard or regulation promulgated under the Act.
- d. Any employee who may be adversely affected by a standard or variance issued pursuant to the Act or this Program Plan may file a petition with the Commissioner of Labor and Workforce Development or whoever is responsible for the promulgation of the standard or the granting of the variance.
- e. Any employee who has been exposed or is being exposed to toxic materials or harmful physical agents in concentrations or at levels in excess of that provided for by any applicable standard shall be provided by the employer with information on any significant hazards to which they are or have been exposed, relevant symptoms, and proper conditions for safe use or exposure. Employees shall also be informed of corrective action being taken.
- f. Subject to regulations issued pursuant to this Program Plan, any employee or authorized representative of employees shall be given the right to request an inspection and to consult with the Safety Manager or Inspector at the time of the physical inspection of the worksite.
- g. Any employee may bring to the attention of the Safety Manager any violation or suspected violations of the standards or any other health or safety hazards.
- h. No employee shall be discharged or discriminated against because such employee has filed any complaint or instituted or caused to be instituted any proceeding or inspection under or relating to this Program Plan.
- i. Any employee who believes that he or she has been discriminated against or discharged in violation of subsection (h) of this section may file a complaint alleging such discrimination with the Safety Manager. Such employee may also, within thirty (30) days after such violation occurs, file a complaint with the Commissioner of Labor and Workforce Development alleging such discrimination.
- j. Nothing in this or any other provisions of this Program Plan shall be deemed to authorize or require any employee to undergo medical examination, immunization, or treatment for those who object thereto on religious grounds, except where such is necessary for the protection of the health or safety or others or when a medical examination may be reasonably required for performance of a specific job.
- k. Employees shall report any accident, injury, or illness resulting from their job, however minor it may seem to

be, to their supervisor or the Safety Manager within twenty-four (24) hours after the occurrence.

## V. ADMINISTRATION

- a. The Safety Manager of Occupational Safety and Health is designated to perform duties or to exercise powers assigned so as to administer this Occupational Safety and Health Program Plan.
  1. The Safety Manager may designate person or persons as he deems necessary to carry out his powers, duties, and responsibilities under this Program Plan.
  2. The Safety Manager may delegate the power to make inspections, provided procedures employed are as effective as those employed by the Safety Manager.
  3. The Safety Manager shall employ measures to coordinate, to the extent possible, activities of all departments to promote efficiency and to minimize any inconveniences under this Program Plan.
  4. The Safety Manager may request qualified technical personnel from any department or section of government to assist him in making compliance inspections, accident investigations, or as he may otherwise deem necessary and appropriate in order to carry out his duties under this Program Plan.
  5. The Safety Manager shall prepare the report to the Commissioner of Labor and Workforce Development required by subsection (g) of Section 1 of this plan.
  6. The Safety Manager shall make or cause to be made periodic and follow-up inspections of all facilities and worksites where employees of this employer are employed. He shall make recommendations to correct any hazards or exposures observed. He shall make or cause to be made any inspections required by complaints submitted by employees or inspections requested by employees.
  7. The Safety Manager shall assist any officials of the employer in the investigation of occupational accidents or illnesses.
  8. The Safety Manager shall maintain or cause to be maintained records required under Section VIII of this plan.
  9. **The Safety Manager shall, in the eventuality that there is a fatality, ensure that the Commissioner of Labor and Workforce Development receives notification of the occurrence within eight (8) hours. All work-related inpatient hospitalizations, amputations, and loss of an eye must be reported to TOSHA within 24 hours.**
- b. The administrative or operational head of each department, division, board, or other agency of this employer shall be responsible for the implementation of this Occupational Safety and Health Program Plan within their respective areas.
  1. The administrative or operational head shall follow the directions of the Safety Manager on all issues involving occupational safety and health of employees as set forth in this plan.
  2. The administrative or operational head shall comply with all abatement orders issued in accordance with the provisions of this plan or request a review of the order with the Safety Manager within the abatement period.
  3. The administrative or operational head should make periodic safety surveys of the establishment under his jurisdiction to become aware of hazards or standards violations that may exist and make an attempt to immediately correct such hazards or violations.
  4. The administrative or operational head shall investigate all occupational accidents, injuries, or illnesses reported to him. He shall report such accidents, injuries, or illnesses to the Safety Manager along with his findings and/or recommendations in accordance with APPENDIX IV of this plan.

## VI. STANDARDS AUTHORIZED

The standards adopted under this Program Plan are the applicable standards developed and promulgated under Section VI (6) of the Tennessee Occupational Safety and Health Act of 1972. Additional standards may be promulgated by the governing body of this employer as that body may deem necessary for the safety and health of employees. Note: 29 CFR 1910 General Industry Regulations; 29 CFR 1926 Construction Industry Regulations; and the Rules of Tennessee Department of Labor and Workforce Development Occupational Safety and Health, CHAPTER 0800-01-1 through CHAPTER 0800-01-11 are the standards and rules invoked.

## VII. VARIANCE PROCEDURE

The Safety Manager may apply for a variance as a result of a complaint from an employee or of his knowledge of certain hazards or exposures. The Safety Manager should definitely believe that a variance is needed before the application for a variance is submitted to the Commissioner of Labor and Workforce Development.

The procedure for applying for a variance to the adopted safety and health standards is as follows:

- a. The application for a variance shall be prepared in writing and shall contain:
  1. A specification of the standard or portion thereof from which the variance is sought.
  2. A detailed statement of the reason(s) why the employer is unable to comply with the standard supported by representations by qualified personnel having first-hand knowledge of the facts represented.
  3. A statement of the steps employer has taken and will take (with specific date) to protect employees against the hazard covered by the standard.
  4. A statement of when the employer expects to comply and what steps have or will be taken (with dates specified) to come into compliance with the standard.
  5. A certification that the employer has informed employees, their authorized representative(s), and/or interested parties by giving them a copy of the request, posting a statement summarizing the application (to include the location of a copy available for examination) at the places where employee notices are normally posted and by other appropriate means. The certification shall contain a description of the means actually used to inform employees and that employees have been informed of their right to petition the Commissioner of Labor and Workforce Development for a hearing.
- b. The application for a variance should be sent to the Commissioner of Labor and Workforce Development by registered or certified mail.
- c. The Commissioner of Labor and Workforce Development will review the application for a variance and may deny the request or issue an order granting the variance. An order granting a variance shall be issued only if it has been established that:
  1. The employer:
    - i. Is unable to comply with the standard by the effective date because of unavailability of professional or technical personnel or materials and equipment required or necessary construction or alteration of facilities or technology.
    - ii. Has taken all available steps to safeguard employees against the hazard(s) covered by the standard.
    - iii. Has as effective Program Plan for coming into compliance with the standard as quickly as possible.
  2. The employee is engaged in an experimental Program Plan as described in subsection (b), section 13 of the Act.
- d. A variance may be granted for a period of no longer than is required to achieve compliance or one (1) year, whichever is shorter.

- e. Upon receipt of an application for an order granting a variance, the Commissioner to whom such application is addressed may issue an interim order granting such a variance for the purpose of permitting time for an orderly consideration of such application. No such interim order may be effective for longer than one hundred eighty (180) days.
- f. The order or interim order granting a variance shall be posted at the worksite and employees notified of such order by the same means used to inform them of the application for said variance (see subsection (a)(5) of this section).

## VIII. RECORDKEEPING AND REPORTING

Recording and reporting of all occupational accident, injuries, and illnesses shall be in accordance with instructions and on forms prescribed in the booklet. You can get a copy of the Forms for Recordkeeping from the internet. Go to [www.osha.gov](http://www.osha.gov) and type Recordkeeping Forms in the search box.

The position responsible for recordkeeping is shown on the SAFETY AND HEALTH ORGANIZATIONAL CHART, Appendix IV to this plan.

Details of how reports of occupational accidents, injuries, and illnesses will reach the recordkeeper are specified by ACCIDENT REPORTING PROCEDURES, Appendix IV to this plan. The Rule of Tennessee Department of Labor and Workforce Development Occupational Safety and Health, OCCUPATIONAL SAFETY AND HEALTH RECORD-KEEPING AND REPORTING, CHAPTER 0800-01-03, as authorized by T.C.A., Title 50.

## IX. EMPLOYEE COMPLAINT PROCEDURE

If any employee feels that he is assigned to work in conditions which might affect his health, safety, or general welfare at the present time or at any time in the future, he should report the condition to the Safety Manager of Occupational Safety and Health.

- a. The complaint should be in the form of a letter and give details on the condition(s) and how the employee believes it affects or will affect his health, safety, or general welfare. The employee should sign the letter but need not do so if he wishes to remain anonymous (see subsection (h) of Section 1 of this plan).
- b. Upon receipt of the complaint letter, the Safety Manager will evaluate the condition(s) and institute any corrective action, if warranted. Within ten (10) working days following the receipt of the complaint, the Safety Manager will answer the complaint in writing stating whether or not the complaint is deemed to be valid and if no, why not, what action has been or will be taken to correct or abate the condition(s), and giving a designated time period for correction or abatement. Answers to anonymous complaints will be posted upon bulletin boards or other places of common passage where the anonymous complaint may be reasonably expected to be seen by the complainant for a period of three (3) working days.
- c. If the complainant finds the reply not satisfactory because it was held to be invalid, the corrective action is felt to be insufficient, or the time period for correction is felt to be too long, he may forward a letter to the Chief Executive Officer or to the governing body explaining the condition(s) cited in his original complaint and why he believes the answer to be inappropriate or insufficient.
- d. The Chief Executive Officer or a representative of the governing body will evaluate the complaint and will begin to take action to correct or abate the condition(s) through arbitration or administrative sanctions or may find the complaint to be invalid. An answer will be sent to the complainant within ten (10) working days following receipt of the complaint or the next regularly scheduled meeting of the governing body following receipt of the complaint explaining decisions made and action taken or to be taken.
- e. After the above steps have been followed and the complainant is still not satisfied with the results, he may

then file a complaint with the Commissioner of Labor and Workforce Development. Any complaint filed with the Commissioner of Labor and Workforce Development in such cases shall include copies of all related correspondence with the Safety Manager and the Chief Executive Officer or the representative of the governing body.

- f. Copies of all complaint and answers thereto will be filed by the Safety Manager who shall make them available to the Commissioner of Labor and Workforce Development or his designated representative upon request.

## X. EDUCATION AND TRAINING

### a. Safety Manager and/or Compliance Inspector(s):

1. Arrangements will be made for the Safety Manager and/or Compliance Inspector(s) to attend training seminars, workshops, etc., conducted by the State of Tennessee or other agencies. A list of Seminars can be obtained.
2. Access will be made to reference materials such as 29 CFR 1910 General Industry Regulations; 29 CFR 1926 Construction Industry Regulations; The Rules of Tennessee Department of Labor and Workforce Development Occupational Safety and Health, and other equipment/supplies, deemed necessary for use in conducting compliance inspections, conducting local training, wiring technical reports, and informing officials, supervisors, and employees of the existence of safety and health hazards will be furnished.

### b. All Employees (including supervisory personnel):

A suitable safety and health training program for employees will be established. This program will, as a minimum:

1. Instruct each employee in the recognition and avoidance of hazards or unsafe conditions and of standards and regulations applicable to the employees work environment to control or eliminate any hazards, unsafe conditions, or other exposures to occupational illness or injury.
2. Instruct employees who are required to handle or use poisons, acids, caustics, toxicants, flammable liquids, or gases including explosives, and other harmful substances in the proper handling procedures and use of such items and make them aware of the personal protective measures, person hygiene, etc., which may be required.
3. Instruct employees who may be exposed to environments where harmful plants or animals are present, of the hazards of the environment, how to best avoid injury or exposure, and the first aid procedures to be followed in the event of injury or exposure.
4. Instruct all employees of the common deadly hazards and how to avoid them, such as Falls; Equipment Turnover; Electrocutation; Struck by/Caught In; Trench Cave In; Heat Stress and Drowning.
5. Instruct employees on hazards and dangers of confined or enclosed spaces.
  - i. Confined or enclosed space means space having a limited means of egress and which is subject to the accumulation of toxic or flammable contaminants or has an oxygen deficient atmosphere. Confined or enclosed spaces include, but are not limited to, storage tanks, boilers, ventilation or exhaust ducts, sewers, underground utility accesses, tunnels, pipelines, and open top spaces more than four feet (4) in depth such as pits, tubs, vaults, and vessels.
  - ii. Employees will be given general instruction on hazards involved, precautions to be taken, and on use of personal protective and emergency equipment required. They shall also be instructed on all specific standards or regulations that apply to work in dangerous or potentially dangerous areas.
  - iii. The immediate supervisor of any employee who must perform work in a confined or enclosed space shall be responsible for instructing employees on danger of hazards which may be present,

precautions to be taken, and use of personal protective and emergency equipment, immediately prior to their entry into such an area and shall require use of appropriate personal protective equipment.

## XI. GENERAL INSPECTION PROCEDURES

It is the intention of the governing body and responsible officials to have an Occupational Safety and Health Program Plan that will ensure the welfare of employees. In order to be aware of hazards, periodic inspections must be performed. These inspections will enable the finding of hazards or unsafe conditions or operations that will need correction in order to maintain safe and healthful worksites. Inspections made on a pre-designated basis may not yield the desired results. Inspections will be conducted, therefore, on a random basis at intervals not to exceed thirty (30) calendar days.

- a. In order to carry out the purposes of this Ordinance, the Safety Manager and/or Compliance Inspector(s), if appointed, is authorized:
  1. To enter at any reasonable time, any establishment, facility, or worksite where work is being performed by an employee when such establishment, facility, or worksite is under the jurisdiction of the employer and;
  2. To inspect and investigate during regular working hours and at other reasonable times, within reasonable limits, and in a reasonable manner, any such place of employment and all pertinent conditions, processes, structures, machines, apparatus, devices, equipment, and materials therein, and to question privately any supervisor, operator, agent, or employee working therein.
- b. If an imminent danger situation is found, alleged, or otherwise brought to the attention of the Safety Manager or Inspector during a routine inspection, he shall immediately inspect the imminent danger situation in accordance with Section XII of this plan before inspecting the remaining portions of the establishment, facility, or worksite.
- c. An administrative representative of the employer and a representative authorized by the employees shall be given an opportunity to consult with and/or to accompany the Safety Manager or Inspector during the physical inspection of any worksite for the purpose of aiding such inspection.
- d. The right of accompaniment may be denied any person whose conduct interferes with a full and orderly inspection.
- e. The conduct of the inspection shall be such as to preclude unreasonable disruptions of the operation(s) of the workplace.
- f. Interviews of employees during the course of the inspection may be made when such interviews are considered essential to investigative techniques.
- g. Advance Notice of Inspections.
  1. Generally, advance notice of inspections will not be given as this precludes the opportunity to make minor or temporary adjustments in an attempt to create misleading impression of conditions in an establishment.
  2. There may be occasions when advance notice of inspections will be necessary in order to conduct an effective inspection or investigation. When advance notice of inspection is given, employees or their authorized representative(s) will also be given notice of the inspection.

- h. The Safety Manager need not personally make an inspection of each and every worksite once every thirty (30) days. He may delegate the responsibility for such inspections to supervisors or other personnel provided:
  - 1. Inspections conducted by supervisors or other personnel are at least as effective as those made by the Safety Manager.
  - 2. Records are made of the inspections, any discrepancies found and corrective actions taken. This information is forwarded to the Safety Manager.
- i. The Safety Manager shall maintain records of inspections to include identification of worksite inspected, date of inspection, description of violations of standards or other unsafe conditions or practices found, and corrective action taken toward abatement. Those inspection records shall be subject to review by the Commissioner of Labor and Workforce Development or his authorized representative.

## XII. IMMINENT DANGER PROCEDURES

- a. Any discovery, any allegation, or any report of imminent danger shall be handled in accordance with the following procedures:
  - 1. The Safety Manager shall immediately be informed of the alleged imminent danger situation and he shall immediately ascertain whether there is a reasonable basis for the allegation.
  - 2. If the alleged imminent danger situation is determined to have merit by the Safety Manager, he shall make or cause to be made an immediate inspection of the alleged imminent danger location.
  - 3. As soon as it is concluded from such inspection that conditions or practices exist which constitutes an imminent danger, the Safety Manager or Compliance Inspector shall attempt to have the danger corrected. All employees at the location shall be informed of the danger and the supervisor or person in charge of the worksite shall be requested to remove employees from the area, if deemed necessary.
  - 4. The administrative or operational head of the workplace in which the imminent danger exists, or his authorized representative, shall be responsible for determining the manner in which the imminent danger situation will be abated. This shall be done in cooperation with the Safety Manager or Compliance Inspector and to the mutual satisfaction of all parties involved.
  - 5. The imminent danger shall be deemed abated if:
    - i. The imminence of the danger has been eliminated by removal of employees from the area of danger.
    - ii. Conditions or practices which resulted in the imminent danger have been eliminated or corrected to the point where an unsafe condition or practice no longer exists.
  - 6. A written report shall be made by or to the Safety Manager describing in detail the imminent danger and its abatement. This report will be maintained by the Safety Manager in accordance with subsection (i) of Section XI of this plan.
- b. Refusal to Abate.
  - 1. Any refusal to abate an imminent danger situation shall be reported to the Safety Manager and Chief Executive Officer immediately.
  - 2. The Safety Manager and/or Chief Executive Officer shall take whatever action may be necessary to achieve abatement.

### XIII. ABATEMENT ORDERS AND HEARINGS

- a. Whenever, as a result of an inspection or investigation, the Safety Manager or Compliance Inspector(s) finds that a worksite is not in compliance with the standards, rules or regulations pursuant to this plan and is unable to negotiate abatement with the administrative or operational head of the worksite within a reasonable period of time, the Safety Manager shall:
  1. Issue an abatement order to the head of the worksite.
  2. Post or cause to be posted, a copy of the abatement order at or near each location referred to in the abatement order.
- b. Abatement orders shall contain the following information:
  1. The standard, rule, or regulation which was found to violated.
  2. A description of the nature and location of the violation.
  3. A description of what is required to abate or correct the violation.
  4. A reasonable period of time during which the violation must be abated or corrected.
- c. At any time within ten (10) days after receipt of an abatement order, anyone affected by the order may advise the Safety Manager in writing of any objections to the terms and conditions of the order. Upon receipt of such objections, the Safety Manager shall act promptly to hold a hearing with all interested and/or responsible parties in an effort to resolve any objections. Following such hearing, the Safety Manager shall, within three (3) working days, issue an abatement order and such subsequent order shall be binding on all parties and shall be final.

### XIV. PENALTIES

- a. No civil or criminal penalties shall be issued against any official, employee, or any other person for failure to comply with safety and health standards or any rules or regulations issued pursuant to this Program Plan.
- b. Any employee, regardless of status, who willfully and/or repeatedly violates, or causes to be violated, any safety and health standard, rule, or regulation or any abatement order shall be subject to disciplinary action by the appointing authority. It shall be the duty of the appointing authority to administer discipline by taking action in one of the following ways as appropriate and warranted:
  1. Oral reprimand.
  2. Written reprimand.
  3. Suspension for three (3) or more working days.
  4. Termination of employment.

### XV. CONFIDENTIALITY OF PRIVILEGED INFORMATION

All information obtained by or reported to the Safety Manager pursuant to this plan of operation or the legislation (ordinance, or executive order) enabling this Occupational Safety and Health Program Plan which contains or might reveal information which is otherwise privileged shall be considered confidential. Such information may be disclosed to other officials or employees concerned with carrying out this Program Plan or when relevant in any proceeding under this Program Plan. Such information may also be disclosed to the Commissioner of Labor and Workforce Development or their authorized representatives in carrying out their duties under the Tennessee Occupational Safety and Health Act of 1972.



**XVI. DISCRIMINATION INVESTIGATIONS AND SANCTIONS**

The Rule of Tennessee Department of Labor and Workforce Development Occupational Safety and Health, DISCRIMINATION AGAINST EMPLOYEES EXERCISING RIGHTS UNDER THE OCCUPATIONAL SAFETY AND HEALTH ACT OF 1972 0800-01-08, as authorized by T.C.A., Title 50. The agency agrees that any employee who believes they have been discriminated against or discharged in violation of Tenn. Code Ann § 50-3-409 can file a complaint with their agency/safety Safety Manager within 30 days, after the alleged discrimination occurred. Also, the agency agrees the employee has a right to file their complaint with the Commissioner of Labor and Workforce Development within the same 30 day period. The Commissioner of Labor and Workforce Development may investigate such complaints, make recommendations, and/or issue a written notification of a violation.

**XVII. COMPLIANCE WITH OTHER LAWS NOT EXCUSED**

- a. Compliance with any other law, statute, ordinance, or executive order, which regulates safety and health in employment and places of employment, shall not excuse the employer, the employee, or any other person from compliance with the provisions of this Program Plan.
- b. Compliance with any provisions of this Program Plan or any standard, rule, regulation, or order issued pursuant to this Program Plan shall not excuse the employer, the employee, or any other person from compliance with the law, statute, ordinance, or executive order, as applicable, regulating and promoting safety and health unless such law, statute, ordinance, or executive order, as applicable, is specifically repealed.

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Signature: Safety Manager, Occupational Safety and Health and Date

**APPENDIX - I WORK LOCATIONS  
(ORGANIZATIONAL CHART)**

Attached.

## APPENDIX – II NOTICE TO ALL EMPLOYEES

### NOTICE TO ALL EMPLOYEES OF THE CITY OF MEMPHIS

The Tennessee Occupational Safety and Health Act of 1972 provide job safety and health protection for Tennessee workers through the promotion of safe and healthful working conditions. Under a plan reviewed by the Tennessee Department of Labor and Workforce Development, this government, as an employer, is responsible for administering the Act to its employees. Safety and health standards are the same as State standards and jobsite inspections will be conducted to ensure compliance with the Act.

Employees shall be furnished conditions of employment and a place of employment free from recognized hazards that are causing or are likely to cause death or serious injury or harm to employees.

Each employee shall comply with occupational safety and health standards and all rules, regulations, and orders issued pursuant to this Program Plan which are applicable to his or her own actions and conduct.

Each employee shall be notified by the placing upon bulletin boards or other places of common passage of any application for a temporary variance from any standard or regulation.

Each employee shall be given the opportunity to participate in any hearing which concerns an application for a variance from a standard.

Any employee who may be adversely affected by a standard or variance issued pursuant to this Program Plan may file a petition with the Safety Manager or \_\_\_\_\_.

Any employee who has been exposed or is being exposed to toxic materials or harmful physical agents in concentrations or at levels in excess of that provided for by an applicable standard shall be notified by the employer and informed of such exposure and corrective action being taken.

Subject to regulations issued pursuant to this Program Plan, any employee or authorized representative(s) of employees shall be given the right to request an inspection.

No employee shall be discharged or discriminated against because such employee has filed any complaint or instituted or caused to be instituted any proceedings or inspection under, or relating to, this Program Plan.

Any employee who believes he or she has been discriminated against or discharged in violation of these sections may, within thirty (30) days after such violation occurs, have an opportunity to appear in a hearing before City of Memphis Equity Diversity and Inclusion office for assistance in obtaining relief or to file a complaint with the Commissioner of Labor and Workforce Development alleging such discrimination.

A copy of the Occupational Safety and Health Program Plan for the Employees of the City of Memphis is available for inspection by any employee at the respective employee's work location during regular office hours.

\_\_\_\_\_  
Signature: (City/County) MAYOR AND DATE

## APPENDIX - III PROGRAM PLAN BUDGET

### STATEMENT OF FINANCIAL RESOURCE AVAILABILITY

Be assured that the City of Memphis has sufficient financial resources available or will make sufficient financial resources available as may be required in order to administer and staff its Occupational Safety and Health Program Plan and to comply with standards.

## APPENDIX – IV ACCIDENT REPORTING PROCEDURES

- (1-15) Employees shall report all accidents, injuries, or illnesses directly to the Safety Manager as soon as possible, but not later than twenty-four (24) hours after the occurrence. Such reports may be verbal or in writing. All fatalities, inpatient hospitalizations, amputations, and losses of an eye shall be reported to the Safety Manager and/or record keeper immediately, either by telephone or verbally, and will be followed by a written report within four (4) hours after their occurrence. The Safety Manager will ensure completion of required reports and records in accordance with Section VIII of the basic plan.
- (16-50) Employees shall report all accidents, injuries, or illnesses to their supervisor as soon as possible, but not later than two (2) hours after the occurrence. All fatalities, inpatient hospitalizations, amputations, and losses of an eye shall be reported to the Safety Manager and/or record keeper immediately, either by telephone or verbally, and will be followed by a written report within four (4) hours after their occurrence. The supervisor will investigate the accident or illness, complete an accident report, and forward the accident report to the Safety Manager and/or record keeper within twenty-four (24) hours of the time the accident or injury occurred or the time of the first report of the illness.
- (51-250) Employees shall report all accidents, injuries, or illnesses to their supervisors as soon as possible, but not later than two (2) hours after the occurrence. The supervisor will provide the Safety Manager and/or record keeper with the name of the injured or ill employee and a brief description of the accident or illness by telephone as soon as possible, but not later than four (4) hours, after the accident or injury occurred or the time of the first report of the illness. All fatalities, inpatient hospitalizations, amputations, and losses of an eye shall be reported to the Safety Manager and/or record keeper immediately, either by telephone or verbally, and will be followed by a written report within four (4) hours after their occurrence. The supervisor will then make a thorough investigation of the accident or illness (with the assistance of the Safety Manager or Compliance Inspector, if necessary) and will complete a written report on the accident or illness and forward it to the Safety Manager within seventy-two (72) hours after the accident, injury, or first report of illness and will provide one (1) copy of the written report to the recordkeeper.
- (251-Plus) Employees shall report all accidents, injuries, or illnesses to their supervisors as soon as possible, but not later than two (2) hours after their occurrence. The supervisor will provide the administrative head of the department with a verbal or telephone report of the accident as soon as possible, but not later than four (4) hours, after the accident. If the accident involves a fatality, hospitalization, amputation, loss of an eye, loss of consciousness, broken bones, or third degree burns, the Safety Manager will be notified by telephone immediately and will be given the name of the injured, a description of the injury, and a brief description of how the accident occurred. The supervisor will then make a thorough investigation of the accident or illness (with the assistance of the Safety Manager or Compliance Inspector, if necessary) and will complete a written report on the accident or illness and forward it to the Safety Manager within seventy-two (72) hours after the accident, injury, or first report of illness and will provide one (1) copy of the written report to the record keeper.

Since Workers Compensation Form 6A or OSHA NO. 301 Form must be completed; all reports submitted in writing to the person responsible for recordkeeping shall include the following information as a minimum:

1. Accident location, if different from employer's mailing address and state whether accident occurred on premises owned or operated by employer.

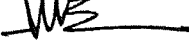
2. Name, social security number, home address, age, sex, and occupation (regular job title) of injured or ill employee.
3. Title of the department or division in which the injured or ill employee is normally employed.
4. Specific description of what the employee was doing when injured.
5. Specific description of how the accident occurred.
6. A description of the injury or illness in detail and the part of the body affected.
7. Name of the object or substance which directly injured the employee.
8. Date and time of injury or diagnosis of illness.
9. Name and address of physician, if applicable.
10. If employee was hospitalized, name and address of hospital.
11. Date of report.

**NOTE: A procedure such as one of those listed above or similar information is necessary to satisfy Item Number 4 listed under PROGRAM PLAN in Section V. ADMINISTRATION, Part b of the Tennessee Occupational Safety and Health Plan.** This information may be submitted in flow chart form instead of in narrative form if desired. These procedures may be modified in any way to fit local situations as they have been prepared as a guide only.

The four (4) procedures listed above are based upon the size of the work force and relative complexity of the organization. The approximate size of the organization for which each procedure is suggested is indicated in parenthesis in the left hand margin at the beginning, i.e., (1-15), (16-50), (51-250), and (251 Plus), and the figures relate to the total number of employees including the Chief Executive Officer but excluding the governing body (County Court, City Council, Board of Directors, etc.).

Generally, the more simple an accident reporting procedure is, the more effective it is. Please select the one procedure listed above, or prepare a similar procedure or flow chart, which most nearly fits what will be the most effective for your local situation. Note also that the specific information listed for written reports applies to all three of the procedures listed for those organizations with sixteen (16) or more employees.

## MEMORANDUM

From: Manny Belen, PE, Director of Engineering   
To: Jim Strickland, Mayor  
Via: Doug McGowen, Chief Operating Officer  
DATE: October 16, 2020  
SUBJECT: Engineering Administration Fee Ordinance

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## Parts of the Decision Brief/Memo

**1. Problem Statement or Opportunity**

This Ordinance amends Chapter 2, Section 2-22-7 of the City of Memphis, Code of Ordinances to modify Engineering Administration Fees.

**2. Recommendation**

The Division of Engineering recommends approval.

**3. Prior Coordination**

The Division of Engineering coordinated with a local Consultant (Powers Hill Design) to evaluate the current Engineering Administration and Permit fees. This evaluation compared our current fee structure to similar sized cities and identified the need to make adjustments.

**4. Additional Information**

None



## City Council Item Routing Sheet

**Division:** Engineering

**Committee:** PW, Transportation, GS

**Hearing Date:** 11-3-20

Ordinance

Resolution

Grant Acceptance

Budget Amendment

Commendation

Other:

Item Description: An Ordinance to amend Chapter 2, Section 2-22-7 of the City of Memphis, Code of Ordinances to modify Engineering Administration Fees.

Recommended Council Action: Adopt the resolution. (City Engineering recommends approval)

Describe previous action taken by any other entity (i.e. board, commission, task force, council committee, etc.) and date of any action taken: N/A

Does this item require city expenditure? No

\$ Amount (\$0.00)

\$Revenue to be received (\$0.00)

Source and Amount of Funds

G.O. Bonds: \$0.00

CIP Project Number: N/A

### Approvals

Director WSE 10/19/20 Date \_\_\_\_\_

Division Chief \_\_\_\_\_ Date \_\_\_\_\_

Budget Manager \_\_\_\_\_ Date \_\_\_\_\_

Chief Financial Officer \_\_\_\_\_ Date \_\_\_\_\_

Chief Operating Officer

\_\_\_\_\_ Date \_\_\_\_\_

Council Committee Chair

\_\_\_\_\_ Date \_\_\_\_\_





## Memphis City Council Summary Sheet

- 1. Description of the Item (Resolution, Ordinance, etc.)**  
This Ordinance amends Chapter 2, Section 2-22-7 of the City of Memphis, Code of Ordinances to modify Engineering Administration Fees.
- 2. Initiating Party (e.g. Public Works, at request of City Council, etc.)**  
This Ordinance is being initiated by the Division of Engineering.
- 3. State whether this is a change to an existing ordinance or resolution, if applicable.**  
This item does involve an amendment to Chapter 2, Section 2-22-7 of the Code of Ordinances
- 4. State whether this requires a new contract, or amends an existing contract, if applicable.**  
This item does not require a new contract
- 5. State whether this requires an expenditure of funds/requires a budget amendment.**  
This item does not require an expenditure of funds.

**Council Ordinance Caption (Engineering Administration Fee Ordinance)**

An Ordinance to amend Chapter 2, Section 2-22-7 of the City of Memphis, Code of Ordinances to modify Engineering Administration Fees

ORDINANCE NO: \_\_\_\_\_

**AN ORDINANCE TO AMEND CHAPTER 2, CODE  
OF ORDINANCES, CITY OF MEMPHIS, BY AMENDING  
SECTION 2-22-7 (ENGINEERING ADMINISTRATION FEES)**

**WHEREAS**, the Division of Engineering processes requests for various permits pertaining to special permission parking, construction dumpster placement, and temporary closure of portions of the public right-of-way (ROW); and

**WHEREAS**, the Division of Engineering does not currently charge a fee for processing any of the above referenced permits; and

**WHEREAS**, the Division of Engineering wishes to establish a fee structure for various Engineering Permits to recover the cost associated with processing these permit requests;

**NOW, THEREFORE,**

**SECTION 1. BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEMPHIS,** that Chapter 2, Code of Ordinances, City of Memphis, be and the same is hereby amended as follows:

**Sec. 2-22-7. - Engineering Administration and Permit Fees.**

A. For the processing of Engineering Permits and the performance of Engineering Administration in the processing of final plans for land development projects including subdivisions, planned developments, planned commercial developments and street dedications and the preparation of public improvement contracts. The City Engineer shall charge and receive from the applicant nonrefundable fees in accordance with the following fee schedule for all such projects and permit requests submitted to the City Engineer for processing:

(1) Development Review Fees

a. Single Family Residential (5 lots or less), schools, churches	
1. Base Fee.....	\$ 525.00
2. Incremental Fee per lot (added to base fee).....	25.00
b. Single Family Residential (more than 5 lots)	
1. Base Fee.....	1,000.00
2. Incremental Fee per lot (added to base fee).....	50.00
c. Multi-Family Residential	
1. Base Fee.....	1,250.00
2. Incremental Fee per unit (added to base fee).....	25.00

d. Non-residential uses (1 acre or less)		
1. Base Fee.....		1,250.00
e. Non-residential uses (more than 1 acre)		
1. Base Fee.....		1,250.00
2. Incremental fee per acre or portion thereof (added to base)		50.00
 (2) Developments Requiring Public Improvement Contracts		
a. Base Fee .....	\$	1,725.00
b. Incremental Fee (added to base fee) Greater of:		
1. per lot (applies to single family residential only) .....		50.00
2. per unit (applies to multi-family only).....		25.00
3. per acre (all uses).....		100.00
c. Maximum fee .....		7,000.00
 (3) Street Cut Permits		
a. Minimum Fee .....	\$	300.00
b. Per linear foot of pipe or other cut .....		10.00
c. Connection to existing structure.....		100.00
d. Construction of new structure .....		200.00
e. Street Improvements (per linear foot).....		11.00
f. Sidewalk Improvements (per sq foot).....		0.48
g. Curb Cut (per sq foot).....		0.48
h. Curb, Gutter & Sidewalk (per sq foot).....		0.83
 (4) Administrative Site Plan Review		
a. Base Fee .....	\$	750.00
b. Incremental Fee per acre or portion thereof (added to base fee)		25.00
 (5) Fiber Optic Cable Installation Permit (aerial or buried)		
a. Base Fee .....	\$	750.00
b. Incremental Fee per linear foot of cable .....		1.00
 (6) Miscellaneous Charges		
a. Contract Time Extensions .....		250.00
b. Contract Bond Conversion .....		250.00
c. Contract Bond Reduction.....		250.00
d. Assignment/Assumption Agreement.....		250.00
e. Supplemental/Amended Agreement.....		750.00
f. Redraft Fee.....		250.00
g. Re-review fee for projects requiring more than 3 reviews (per additional review) .....		250.00
h. Plans Review Fee (due at time plans are first submitted).....		525.00
i. Traffic Engineering Plan Review (direct submittal).....		250.00
j. Plat Record/Re-record.....		525.00

k. Street Closures, Easements, Encroachments .....	250.00
l. Monitoring Well Permits.....	300.00
 (7) Engineering Permit Fees	
a. Bagged/Displaced Parking Meter Fee..... current daily meter rate)	\$50.00 (plus
b. Construction Dumpster Permit Fee .....	\$50.00 (plus
\$10 per day the dumpster is in the City ROW)	
c. Special Permission Parking .....	\$50.00
d. Lane Closure Permit Fee .....	\$50.00 (plus
\$10 per lane closed, per day)	
e. Temporary Road/Alley Closure Permit Fee .....	\$50.00 (plus
\$50.00 per day the Road/Alley is closed)	
f. Sidewalk Closure Permit Fee .....	\$50.00 (plus
\$10.00 per day the sidewalk is closed)	
g. Over-Dimensional Transport Permit Fee .....	\$100.00 (plus
any associated escort fees)	

B. With the exception of the Plans Review Fee, which is paid in advance, all fees for Engineering Administration shall be paid to the City Engineer at the time the contract or permit is ready to be executed with the City through the City Engineer.

C. Engineering Permit Fees

(1) The Division of Engineering shall establish all rules, regulations, and permit requirements associated with the above referenced Engineering Permit Fees. Applicants will be required to give the Division of Engineering at least 10 calendar days of advance notice on all permit requests unless the request is associated with a natural disaster or public emergency.

(2) **Permit Fee Waivers:** Engineering Permit Fees associated with Lane, Road, or Sidewalk closures may be waived for the following:

- a. City of Memphis crews performing roadway/sidewalk maintenance, repair, or construction.
- b. City of Memphis contractors performing roadway/sidewalk maintenance, repair, or construction.
- c. Activities associated with Federal, State, or County managed infrastructure projects.
- d. Closures implemented by the Memphis Police Department for investigations or other public safety related issues.
- e. Closures approved by the Memphis Police Department or City of Memphis Permits office for Special Events.
- f. When the City Engineer finds that it is necessary to close a portion of the public right-of-way for the immediate protection of public safety.

(3) **Penalty of Violation:** It shall be a violation of this chapter for any individual to block a portion of the public right-of-way or commence activity that requires a permit without first obtaining the required permit from the Division of Engineering. Anyone found in violation of this chapter commits a Class C misdemeanor and shall be subject to a \$50.00 fine for each day that the violation remains in effect. Violators will also be required to retroactively pay all associated permit fees.

**SECTION 2. BE IT FURTHER ORDAINED,** that the provisions of this Ordinance are hereby severable. If any of these sections, provisions, sentences, clauses, phrases or parts is held unconstitutional or void, the remainder of this Ordinance shall continue in full force and effect.


**SECTION 3. BE IT FURTHER ORDAINED,** that this Ordinance shall take effect from and after the date it shall have been passed by the Council, signed by the Chairperson of the Council, certified and delivered to the Office of the Mayor in writing by the Comptroller and become effective as otherwise provided by law.

Sponsor:  
Ford Canale

Patrice Robinson  
City Council Chairwoman

Attest:  
Valerie Snipes, Deputy Comptroller

## MEMORANDUM

From: Manny Belen, PE, Director of Engineering 

To: Jim Strickland, Mayor

Via: Doug McGowen, Chief Operating Officer

DATE: October 16, 2020

SUBJECT: Default Speed Limit Ordinance

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Parts of the Decision Brief/Memo

**1. Problem Statement or Opportunity**

This Ordinance amends Title 11, Section 11-16-21 of the City of Memphis, Code of Ordinances to reduce the default City Speed Limit to 25mph.

**2. Recommendation**

The Division of Engineering recommends approval.

**3. Prior Coordination**

City Ordinance currently establishes a default Speed Limit in the City of Memphis of 30mph. This default Speed Limit applies to all roadways where the Speed Limit has not been formally established on the basis of a Traffic Engineering Study (i.e. the Speed Limit unless otherwise posted). The majority of roadways governed by this default Speed Limit typically include residential/neighborhood roadways and roadways in the Downtown area where there is a higher percentage of pedestrians, bike riders, and other vulnerable users. The Division of Engineering recommends a reduction in the current default Speed Limit to 25mph in an effort to improve safety.

**4. Additional Information**

None



## City Council Item Routing Sheet

**Division:** Engineering

**Committee:** PW, Transportation, GS

**Hearing Date:** 11-3-20

Ordinance

Resolution

Grant Acceptance

Budget Amendment

Commendation

Other:

Item Description: An Ordinance to amend Title 11, Section 11-16-21 of the City of Memphis, Code of Ordinances to reduce the default City Speed Limit to 25mph.

Recommended Council Action: Adopt the resolution. (City Engineering recommends approval)

Describe previous action taken by any other entity (i.e. board, commission, task force, council committee, etc.) and date of any action taken: N/A

<p><b>Does this item require city expenditure? No</b></p> <p>\$ Amount (\$0.00)</p> <p>\$Revenue to be received (\$0.00)</p>	<p><b>Source and Amount of Funds</b></p> <p>G.O. Bonds: \$0.00</p> <p>CIP Project Number: N/A</p>
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**Approvals**

R.7.

Director W.B. 10/19/20 Date \_\_\_\_\_

Division Chief \_\_\_\_\_ Date \_\_\_\_\_

Budget Manager \_\_\_\_\_ Date \_\_\_\_\_

Chief Financial Officer \_\_\_\_\_ Date \_\_\_\_\_

**Chief Operating Officer**  
 \_\_\_\_\_ Date \_\_\_\_\_

**Council Committee Chair**  
 \_\_\_\_\_ Date \_\_\_\_\_





## Memphis City Council Summary Sheet

**1. Description of the Item (Resolution, Ordinance, etc.)**

This Ordinance amends Title 11, Section 11-16-21 of the City of Memphis, Code of Ordinances to reduce the default City Speed Limit to 25mph.

**2. Initiating Party (e.g. Public Works, at request of City Council, etc.)**

This Ordinance is being initiated by the Division of Engineering.

**3. State whether this is a change to an existing ordinance or resolution, if applicable.**

This item does involve an amendment to Title 11, Section 11-16-21 of the Code of Ordinances

**4. State whether this requires a new contract, or amends an existing contract, if applicable.**

This item does not require a new contract

**5. State whether this requires an expenditure of funds/requires a budget amendment.**

This item does not require an expenditure of funds.

**Council Ordinance Caption (Engineering Administration Fee Ordinance)**

An Ordinance to amend Title 11, Section 11-16-21 of the City of Memphis, Code of Ordinances to reduce the default City Speed Limit to 25mph.

ORDINANCE NO: \_\_\_\_\_

**AN ORDINANCE TO AMEND TITLE 11, VEHICLES AND TRAFFIC, CHAPTER 11-16 "RULES OF THE ROAD" OF THE CITY OF MEMPHIS CODE OF ORDINANCES, BY AMENDING SECTION 11-16-21 (GENERAL SPEED RESTRICTIONS)**

**WHEREAS**, City Ordinance currently establishes a default Speed Limit in the City of Memphis of 30mph; and

**WHEREAS**, This default Speed Limit applies to all roadways where the Speed Limit has not been formally established on the basis of a Traffic Engineering Study; and

**WHEREAS**, The majority of roadways governed by this default Speed Limit typically include residential/neighborhood roadways and roadways in the Downtown area where there is a higher percentage of pedestrians, bike riders, and other vulnerable users; and

**WHEREAS**, The Division of Engineering recommends a reduction in the current default Speed Limit to improve safety;

**NOW, THEREFORE,**

**SECTION 1. BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEMPHIS,**

That Title 11 – Vehicles and Traffic – Chapter 11-16 "Rules of the Road", of the City of Memphis Code of Ordinances, is hereby amended as follows:

**Sec. 11-16-21. - General *speed* restrictions.**

It is unlawful for any person to drive a vehicle upon the streets of this city at a *speed* greater than 25 miles per hour. However, the city engineer shall have the authority, after determining on the basis of an engineering and traffic investigation that the stated *limit* is greater or lesser than is reasonable and safe, to designate certain streets or sections of streets as *speed* zones where greater speeds may be permitted or lesser speeds required. No person shall drive a vehicle upon the streets or sections of streets designated by the city engineer as *speed* zones at a greater *speed* than is permitted, when signs are in place giving notice thereof.

(Code 1967, § 23-152; Code 1985, § 21-106; Ord. No. 2236, § 1, 4-15-1975; Ord. No. 3586, § 10, 9-2-1986; Ord. No. 4491, § 1, 5-20-1997)

**State Law reference**— Speed limits, T.C.A. § 55-8-152 et seq.

**SECTION 2. BE IT FURTHER ORDAINED,** That the provisions of this Ordinance are hereby severable. If any of these sections, provisions, sentences, clauses, phrases or parts is held unconstitutional or void, the remainder of this Ordinance shall continue in full force and effect.

**SECTION 3. BE IT FURTHER ORDAINED,** That this Ordinance shall take effect from and after the date it shall have been passed by the Council, signed by the Chairman of the Council, certified and delivered to the Office of the Mayor in writing by the Comptroller and become effective as otherwise provided by law.

Sponsor:  
Ford Canale

Patrice Robinson  
City Council Chairman

Attest:  
Valerie Snipes, Deputy Comptroller

# Ordinance No. 576B

## Ordinance to establish the City Council meeting dates for 2021

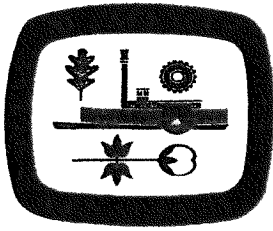
WHEREAS, Referendum Ordinance 4274, approved by the citizens of Memphis on November 8, 1994, amended the Council's meeting dates to the first and third Tuesdays of each month; and

WHEREAS, the Council wishes to approve the 2021 meeting dates.

NOW, THEREFORE, BE IT RESOLVED that the Memphis City Council will conduct its regular meetings on the first and third Tuesdays of each month:

January 5	January 19
February 2	February 16
March 2	March 16
April 6	April 20
May 4	May 18
June 1	June 15
July 6	July 20
August 3	August 17
September 7	September 21
October 5	October 19
November 2	November 16
December 7	December 21

ADOPTED: January 5, 2021



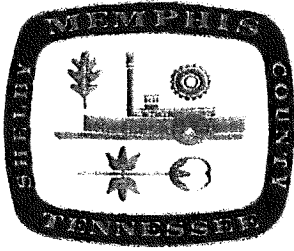
**RESOLUTION accepting Museum Lofts Huling Avenue (BOA 18-43)  
and authorizing release of bond.**

**WHEREAS, 138 Huling, LLC** is the Developer and has completed the public improvement with the City of Memphis as shown on the engineering plans of **Museum Lofts Huling Avenue (BOA 18-43)** located at the northeast corner of Mulberry Street and Huling Avenue intersection / northwest corner of St. Martin Street and Huling Avenue in the City of Memphis, Tennessee.

**WHEREAS,** all of the public improvements required by the standard improvement contract for the project are completed.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Memphis that the engineering plans **Museum Lofts Huling Avenue (BOA 18-43) CR-5306** and the completion of the public improvements therein, be and the same are hereby accepted by the City.

**BE IT FURTHER RESOLVED** that The Gray Casualty & Surety Company Performance No. GS54200059 refundable bond in the amount of \$44,400.00 held as security for the standard improvement contract is ordered released.



T-0104

Received

NOV 16 2020

Chief Administrative Office

### City Council Item Routing Sheet

Division Police Services

Committee

Hearing Date 12-1-20

Ordinance

Resolution

Grant Acceptance

Budget Amendment

Commendation

Other:

City of Memphis Division of Police Services has been awarded a donation in the amount of One Thousand dollars and 00/100 (\$1000.00) from Bellevue Inn; and the donation is to be used to fund Memphis Police Department's Crump Precinct operational activities.

Recommended Council Action: Approval

Describe previous action taken by any other entity (i.e. board, commission, task force, council committee, etc.) and date of any action taken: N/A

Does this item require city expenditure? No

Source and Amount of Funds

\$1000.00 Amount

\$ Operating Budget

\$1000.00 Revenue to be received;

\$ CIP Project #

\$ Federal/State/Other

#### Approvals

Director [Signature] Date 11/16/20

Division Chief \_\_\_\_\_ Date \_\_\_\_\_

Budget Manager [Signature] Date 11-12-20

Chief Financial Officer [Signature] Date 11/13/2020

City Attorney [Signature] Date 11/16/20

Chief Operating Officer [Signature] Date 11/17/20

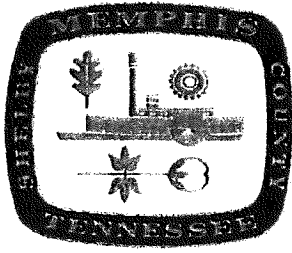
Council Committee Chair \_\_\_\_\_



## Memphis City Council Summary Sheet

1. Resolution seeking acceptance of a donation the City of Memphis Division of Police Services has been awarded a donation in the amount of One Thousand dollars and 00/100 (\$1000.00) from Bellevue Inn; and the donation is to be used to fund Memphis Police Department's Crump Precinct operational activities.
2. The City of Memphis Division of Police Services is awarded these funds and will serve as the fiscal agent.
3. Resolution will not change an existing ordinance or resolution.
4. Resolution will not require a new contract or amendment to an existing contract.
5. Resolution will require an expenditure of funds equal to the amount of the donation and a budget amendment.





## RESOLUTION

**WHEREAS**, the City of Memphis Division of Police Services has been awarded a donation in the amount of One Thousand dollars and 00/100 (\$1000.00) from Bellevue Inn; and

**WHEREAS**, the donation is to be used to fund Memphis Police Department's Crump Precinct operational activities; and

**WHEREAS**, it is necessary to accept the donation and amend the Fiscal Year 2021 Operating Budget to establish funds; and

**WHEREAS**, it is necessary to appropriate the funds in the amount of One Thousand dollars and 00/100 (\$1000.00) received from Bellevue Inn as stated in this resolution.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Memphis that the donation One Thousand dollars and 00/100 (\$1000.00); be accepted by the City of Memphis.

**BE IT FURTHER RESOLVED**, that the Fiscal year 2021 Operating Budget be and is hereby amended by appropriating the Revenues for the various donations as follows:

### REVENUES

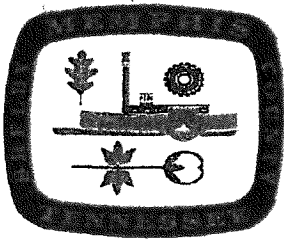
#### Miscellaneous Revenue (049623)

Crump Precinct	140304-049623	\$1000.00
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### EXPENDITURES

#### Miscellaneous Supplies (052342)

Crump Precinct	140304-052342	\$1000.00
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# City Council Item Routing Sheet

**Division:** Fire Services    **Committee:** Public Safety    **Hearing Date:** December 15, 2020

- Ordinance                       Resolution                       Grant Acceptance  
 Budget Amendment               Commendation                       Other: [Click here to enter text.](#)

<p><b>Item Description:</b>          This resolution supports accepting and appropriating supplemental grant funds from Department of Homeland Security – FEMA for Tennessee Task Force 1 Readiness Cooperative Agreement in the amount of \$13,464. This supplemental grant is for annual sustainment of National Urban Search and Rescue Response System resources to be prepared for mission response and to provide qualified personnel in support of Emergency Support Function-9 activities under National Incident Management System and National Response Plan. (All City Council Districts)</p>	
<p><b>Recommended Council Action:</b>    Accept the resolution</p>	
<p>Describe previous action taken by any other entity (i.e. board, commission, task force, council committee, etc.) and date of any action taken: The original resolution to accept the 2019 USAR grant was passed on November 19, 2019 #17 in the amount of \$1,216,604.</p>	
<p><b>Does this item require city expenditure? No</b></p> <p>\$</p> <p><a href="#">Click here to enter text.</a></p>	<p><b>Source and Amount of Funds:</b></p> <p>\$13,464    Federal Funds</p>

**Approvals**

Director *Ceo. [Signature]*                      Date 11/17/20

Division Chief \_\_\_\_\_ Date \_\_\_\_\_

Budget Manager \_\_\_\_\_ Date \_\_\_\_\_

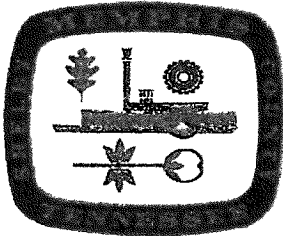
Chief Financial Officer \_\_\_\_\_ Date \_\_\_\_\_

**Chief Operating Officer**

\_\_\_\_\_ Date \_\_\_\_\_

**Council Committee Chair**

\_\_\_\_\_ Date \_\_\_\_\_



## Memphis City Council Summary Sheet

**1. Description of the Item (Resolution, Ordinance, etc.)**

This resolution supports accepting and appropriating supplemental grant funds from Department of Homeland Security – FEMA for Tennessee Task Force 1 Readiness Cooperative Agreement in the amount of \$13,464. This supplemental grant funding is for annual sustainment of the National Urban Search and Rescue Response System resources to be prepared for mission response and to provide qualified personnel in support of Emergency Support Function-9 activities under National Incident Management System and National Response Plan.

**2. Initiating Party (e.g. Public Works, at request of City Council, etc.)**

The Fire Division is the initiating party of this resolution.

**3. State whether this is a change to an existing ordinance or resolution, if applicable.**

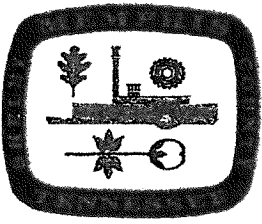
The original resolution to accept and appropriate this grant was passed on November 19, 2019 #17 in the amount of \$1,216,604.

**4. State whether this requires a new contract, or amends an existing contract, if applicable.**

The resolution amends an existing contract.

**5. State whether this requires an expenditure of funds/requires a budget amendment.**

The resolution does require a budget to be established and an expenditure of federal funds in the amount of \$13,464. All expenses will be reimbursed as spent.



**A resolution to accept supplemental grant funding in the amount of Thirteen Thousand Four Hundred Sixty-Four Dollars (\$13,464) from the US Department of Homeland Security.**

**WHEREAS**, The City of Memphis Division of Fire Services has received supplemental grant funds in the amount of Thirteen Thousand Four Hundred Sixty-Four Dollars (\$13,464) from the US Department of Homeland Security - FEMA; and

**WHEREAS**, These supplemental funds will be used for annual sustainment of Tennessee Task Force 1; and

**WHEREAS**, It is necessary to accept the supplemental grant funding and amend the Fiscal Year 2021 budget to establish funds for the Urban Search & Rescue grant; and

**WHEREAS**, It is necessary to appropriate the supplemental grant fund in the amount of Thirteen Thousand Four Hundred Sixty-Four Dollars (\$13,464) for the Urban Search & Rescue grant; and

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Memphis that the Urban Search & Rescue supplemental grant funds in the amount of Thirteen Thousand Four Hundred Sixty-Four Dollars (\$13,464) be accepted by the City of Memphis.

**BE IT FURTHER RESOLVED**, that the Fiscal Year 2021 budget be and is hereby amended by appropriating the Expenditures and Revenues for the Urban Search & Rescue supplemental grant in the amount of Thirteen Thousand Four Hundred Sixty-Four Dollars (\$13,464) as follows:

<b>Revenue</b>	
<b>Federal Grants</b>	<b>\$13,464</b>
<b>Expenses</b>	
<b>Equipment</b>	<b>\$13,464</b>

## **RESOLUTION**

**WHEREAS**, the Board of Light, Gas and Water Commissioners in their meeting of November 18, 2020 approved the purchase of unlimited Quest Software Enterprise Licenses for five years and is now recommending to the Council of the City of Memphis that it approve said purchase as approved in the 2020 fiscal year budget; and

**WHEREAS**, the purchase of the Quest Software Enterprise Licenses are used by IS/IT to develop, debug and tune MLGW's Oracle database applications. The software also provides industry standards and guidelines for code flow and error checking. This software is widely used by the MLGW development and support teams for Oracle EBS, CIS, GIS, Smart Meter and many other applications; and

**WHEREAS**, bids were opened on October 28, 2020. Notice to Bidders was advertised. Ten (10) bids were solicited and six (6) bids were received with the lowest and best complying bidder being the firm of Thomas Consultants, Inc. This award complies with all applicable laws and policies.

**NOW THEREFORE BE IT RESOLVED** by the Council of the City of Memphis that there be and is hereby approved the purchase of unlimited Quest Software Enterprise Licenses for five years from Thomas Consultants, Inc. for the sum of \$327,512.11 chargeable to the MLGW 2020 fiscal year budget.

**EXCERPT**  
**from**  
**MINUTES OF MEETING**  
**of**  
**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS**  
**CITY OF MEMPHIS**  
**held**  
**November 18, 2020**

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The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners that it awards a contract to Thomas Consultants, Inc. in the amount of \$327,512.11 for unlimited Quest Software Enterprise Licenses for five years.

The Quest Software Enterprise Licenses are used by IS/IT to develop, debug and tune MLGW's Oracle database applications. The software also provides industry standards and guidelines for code flow and error checking. This software is widely used by the MLGW development and support teams for Oracle EBS, CIS, GIS, Smart Meter and many other applications.

Bids were opened on October 28, 2020. Notice to Bidders was advertised. Ten (10) bids were solicited and six (6) bids were received with the lowest and best complying bidder being the firm of Thomas Consultants, Inc. This award complies with all applicable laws and policies.

The 2020 budget amount for Technical Support R2018 is \$12,462,624.00; the amount spent-to-date is \$6,114,491.63; leaving a balance of \$6,348,132.37 available to be spent in 2020; of which \$327,512.11 will be spent on this contract; leaving a balance of \$6,020,620.26 after award; and

**NOW THEREFORE BE IT RESOLVED BY** the Board of Light, Gas and Water Commissioners:

**THAT**, subject to the consent and approval of the Council of the City of Memphis, award of purchase order to Thomas Consultants, Inc. is approved for furnishing;

1 - 5 Year Quest Software Enterprise Unlimited Licenses at \$327,512.11;

Total award is \$327,512.11; f.o.b. Memphis, Tennessee, our dock, transportation prepaid; said prices being firm; terms net 30 days.

I hereby certify that the foregoing is a true copy of a resolution accepted by the Board of Light, Gas and Water Commissioners at a ~~regular~~-~~special~~ meeting held on 18 day of November, 2020, at which a quorum was present.

  
Secretary-Treasurer

## RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of November 18, 2020 approved Change No. 6 to Contract No. 11362, Electronic Forms Routing with BP Logix to renew the current contract in the funded amount of \$48,000.00, and is now recommending to the Council of the City of Memphis that it approves said renewal as approved; and

WHEREAS, the project scope is to provide software maintenance and support services necessary for an implemented electronic forms routing solution at MLGW. The initial term of the contract was for a 60-month term from the date of the Notice to Proceed with provisions for annual software maintenance, license and support services. This change is to renew annual software maintenance, license and support services for the Process Director Software Module covering the period December 29, 2020 through December 28, 2023 in the funded amount of \$48,000.00, with no increase in rates from the previous renewal term. MLGW is requesting continuous maintenance of the acquired system, which can only be performed by BP Logix. This single source renewal complies with all applicable laws and policies. The new contract value is \$308,300.00; and

NOW THEREFORE BE IT RESOLVED by the Council of the City of Memphis, that there be and is hereby approved Change No. 6 to Contract No. 11362, Electronic Forms Routing with BP Logix to renew the current contract in the funded amount of \$48,000.00 as approved.



**EXCERPT**  
from  
**MINUTES OF MEETING**  
of  
**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS**  
**CITY OF MEMPHIS**  
held  
**November 18, 2020**

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The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners, the approval of Change No. 6 to Contract No. 11362, Electronic Forms Routing with BP Logix to renew the current contract in the funded amount of \$48,000.00.

The project scope is to provide software maintenance and support services necessary for an implemented electronic forms routing solution at MLGW. The initial term of the contract was for a 60-month term from the date of the Notice to Proceed with provisions for annual software maintenance, license and support services. This change is to renew annual software maintenance, license and support services for the Process Director Software Module covering the period December 29, 2020 through December 28, 2023 in the funded amount of \$48,000.00, with no increase in rates from the previous renewal term. MLGW is requesting continuous maintenance of the acquired system, which can only be performed by BP Logix. This single source renewal complies with all applicable laws and policies. The new contract value is \$308,300.00.

NOW THEREFORE BE IT RESOLVED BY the Board of Light, Gas and Water Commissioners:

THAT, Subject to the consent and approval of the Council of the City of Memphis, the approval of Change No. 6 to Contract No. 11362, Electronic Forms Routing with BP Logix to renew the current contract in the funded amount of \$48,000.00 as outlined in the above preamble, is approved; and further

THAT, the President or his designated representative is authorized to execute the Renewal.

I hereby certify that the foregoing is a true copy of a resolution accepted by the Board of Light, Gas and Water Commissioners at a regular-special meeting held on 18 day of November, 2020, at which a quorum was present.

  
Secretary-Treasurer

## RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of November 18, 2020, awarded Contract No. 12152, GIS 10.6.1 Upgrade to SSP Innovations, LLC. in the amount of \$365,678.00, and is now recommending to the Council of the City of Memphis that it approves said award as proposed; and

WHEREAS, the project scope is to upgrade MLGW's ArcGIS Desktop and Workflow Manager, and MLGW's ArcFM Desktop and designer software on Citrix XenApp servers and standalone computers from version 10.2.1 to version 10.6.1.

WHEREAS, the Request for Proposal was advertised using MLGW's On-Line Bid Notification System on MLGW's On-Line Bid Notification System on March 30, 2020. MLGW solicited five (5) companies; and received one (1) proposal on May 11, 2020 from SSP Innovations LLC in the amount of \$365,678.00. Proposals were evaluated on the following criteria: 1) Requirements; 2) Schedule; 3) References; 4) Experience; and 5) Cost. The term of this contract is for 24 months from the date of the Notice to Proceed with provisions for continuous maintenance. This award complies with all applicable laws and policies; and

NOW THEREFORE BE IT RESOLVED by the Council of the City of Memphis, that there be and is hereby approved an award of Contract No. 12152, GIS 10.6.1 Upgrade to SSP Innovations, LLC in the amount of \$365,678.00 as approved.

**EXCERPT**  
from  
**MINUTES OF MEETING**  
of  
**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS**  
**CITY OF MEMPHIS**  
held  
**November 18, 2020**

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The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners that it awards Contract No. 12152, GIS 10.6.1 Upgrade to SSP Innovations, LLC. in the funded amount of \$365,678.00.

The project scope is to upgrade MLGW's ArcGIS Desktop and Workflow Manager, and MLGW's ArcFM Desktop and designer software on Citrix XenApp servers and standalone computers from version 10.2.1 to version 10.6.1.

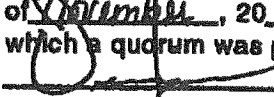
The Request for Proposal was advertised using MLGW's On-Line Bid Notification System on March 30, 2020. MLGW solicited five (5) companies; and received one (1) proposal on May 11, 2020 from SSP Innovations LLC in the amount of \$365,678.00. The proposals were evaluated on the following criteria: 1) Requirements; 2) Schedule; 3) References; 4) Experience; and 5) Cost. The term of this contract is for 24 months from the date of the Notice to Proceed with provisions for continuous maintenance. This award complies with all applicable laws and policies.

NOW THEREFORE BE IT RESOLVED BY the Board of Light, Gas and Water Commissioners:

THAT, Subject to the consent and approval of the Council of the City of Memphis, the award of Contract No. 12152, GIS 10.6.1 Upgrade to SSP Innovations, LLC in the funded amount of \$365,678.00, as outlined in the foregoing preamble, is approved and further,

THAT, the President or his designated representative is authorized to execute the Award.

I hereby certify that the foregoing is a true copy of a resolution accepted by the Board of Light, Gas and Water Commissioners at a regular-special meeting held on 18 day of November, 2020, at which a quorum was present.

  
Secretary-Treasurer

## RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of November 18, 2020 approved Change No. 6 to Contract No. 11752, Software License and Services Agreement with Hansen Technologies to renew the current contract in the funded amount of \$101,540.56, and is now recommending to the Council of the City of Memphis that it approves said renewal as approved; and

WHEREAS, the project scope is to provide maintenance, license and support services for the Hansen SAP Postalsoft Bundle product, BillGen Software. The initial term of this contract provided annual software maintenance, license and support services. This change is to renew the current contract for annual maintenance, license and support services for the period covering January 1, 2021 through December 31, 2022 in the funded amount of \$101,540.56. This renewal reflects a 2% increase for each year from the previous renewal fees based on the Consumer Pricing Index (CPI). MLGW is requesting continuous maintenance of this software, which can only be provided by Hansen Technologies. This sole source renewal complies with all applicable laws and policies. The new contract value is \$387,090.28; and

NOW THEREFORE BE IT RESOLVED by the Council of the City of Memphis, that there be and is hereby approved Change No. 6 to Contract No. 11752, Software License and Services Agreement with Hansen Technologies to renew the current contract in the funded amount of \$101,540.56 as approved.

**EXCERPT**  
from  
**MINUTES OF MEETING**  
of  
**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS**  
**CITY OF MEMPHIS**  
held  
**November 18, 2020**

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The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners the approval of Change No. 6 to Contract No. 11752, Software License and Services Agreement with Hansen Technologies to renew the current contract in the funded amount of \$101,540.56.

The project scope is to provide maintenance, license and support services for the Hansen SAP Postalsoft Bundle product, BillGen Software. The initial term of this contract provided annual software maintenance, license and support services. This change is to renew the current contract for annual maintenance, license and support services for the period covering January 1, 2021 through December 31, 2022 in the funded amount of \$101,540.56. This renewal reflects a 2% increase for each year from the previous renewal fees based on the Consumer Pricing Index (CPI). MLGW is requesting continuous maintenance of this software, which can only be provided by Hansen Technologies. This sole source renewal complies with all applicable laws and policies. The new contract value is \$387,090.28.

NOW THEREFORE BE IT RESOLVED BY the Board of Light, Gas and Water Commissioners:

THAT, Subject to the consent and approval of the Council of the City of Memphis, the approval of Change No. 6 to Contract No. 11752, Software License and Services Agreement with Hansen Technologies to renew the current contract in the funded amount of \$101,540.56, as outlined in the above preamble, is approved; and further

THAT, the President or his designated representative is authorized to execute the Renewal.

I hereby certify that the foregoing is a true copy of a resolution accepted by the Board of Light, Gas and Water Commissioners at a regular-special meeting held on 18 day of November, 2020, at which a quorum was present.

  
Secretary-Treasurer

## RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of November 18, 2020 approved Change No. 11 to Contract No. 10908, Mobile Data with ABB Enterprise Software, Incorporated to renew the current contract in the funded amount of \$87,893.34, and is now recommending to the Council of the City of Memphis that it approves said renewal as approved; and

WHEREAS, the project scope is to provide MLGW with a customer service mobile dispatching system as well as mobile mapping and street level routing through Customer Information System (CIS) with provisions for continuous annual software maintenance, license and support services. The initial term of this contract was for annual support and maintenance services. This change is to renew annual software maintenance, license, and support services for the Mobile Dispatching System, Mobile Mapping, and Street Level Routing through the Customer Information System (CIS) covering the period January 1, 2021 through June 30, 2021 in the funded amount of \$87,893.34. This renewal reflects a 0.99% increase from the previous renewal based on the Consumer Pricing Index (CPI). MLGW is requesting continuous maintenance of the acquired system, which can only be performed by ABB Enterprise Software, Incorporated. This sole source renewal complies with all applicable laws and policies. The new contract value is \$3,526,511.23; and

**NOW THEREFORE BE IT RESOLVED** by the Council of the City of Memphis, that there be and is hereby approved Change No. 11 to Contract No. 10908, Mobile Data with ABB Enterprise Software, Incorporated to renew the current contract in the funded amount of \$87,893.34 as approved.

**EXCERPT**  
**from**  
**MINUTES OF MEETING**  
**of**  
**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS**  
**CITY OF MEMPHIS**  
**held**  
**November 18, 2020**

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The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners the approval of Change No. 11 to Contract No. 10908, Mobile Data with ABB Enterprise Software, Incorporated to renew the current contract in the funded amount of \$87,893.34.

The project scope is to provide MLGW with a customer service mobile dispatching system as well as mobile mapping and street level routing through Customer Information System (CIS) with provisions for continuous annual software maintenance, license and support services. The initial term of this contract was for annual support and maintenance services. This change is to renew annual software maintenance, license, and support services for the Mobile Dispatching System, Mobile Mapping, and Street Level Routing through the Customer Information System (CIS) covering the period January 1, 2021 through June 30, 2021 in the funded amount of \$87,893.34. This renewal reflects a 0.99% increase from the previous renewal based on the Consumer Pricing Index (CPI). MLGW is requesting continuous maintenance of the acquired system, which can only be performed by ABB Enterprise Software, Incorporated. This sole source renewal complies with all applicable laws and policies. The new contract value is \$3,526,511.23.



NOW THEREFORE BE IT RESOLVED BY the Board of Light, Gas and Water Commissioners:

THAT, Subject to the consent and approval of the Council of the City of Memphis, the approval of Change No. 11 to Contract No. 10908, Mobile Data with ABB Enterprise Software, Incorporated to renew the current contract in the funded amount of \$87,893.34, as outlined in the above preamble, is approved; and further

THAT, the President or his designated representative is authorized to execute the Renewal.

I hereby certify that the foregoing is a true copy of a resolution accepted by the Board of Light, Gas and Water Commissioners at a regular-special meeting held on 18 day of November, 2020, at which a quorum was present.

  
Secretary-Treasurer

## RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of November 18, 2020, awarded Contract No. 12225, Capleville Tank Corral Installation to Pittsburg Tank and Tower Company, Inc., in the funded amount of \$70,010.00, and is now recommending to the Council of the City of Memphis that it approves said award as approved; and

WHEREAS, the project scope is to provide fabrication and installation of a cellular communication corral on top of MLGW's Capleville Water Storage Tank located at 5234 East Holmes Road, Memphis, Tennessee 38118.

WHEREAS, the Notice to Bidders was advertised using MLGW's On-Line Bid Notification System and the Memphis Daily News on September 8, 2020. MLGW solicited six (6) bidders; and received three (3) bids on October 6, 2020. The lowest and best bid was from Pittsburg Tank and Tower Company, Inc., in the amount of \$70,010.00. The term of this contract is for one (1) year from the date of the Notice to Proceed. This award complies with all applicable laws and policies; and

**NOW THEREFORE BE IT RESOLVED** by the Council of the City of Memphis, that there be and is hereby approved an award of Contract No. 12225, Capleville Tank Corral Installation to Pittsburg Tank and Tower Company, Inc., in the funded amount of \$70,010.00 as approved.

**EXCERPT**  
from  
**MINUTES OF MEETING**  
of  
**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS**  
**CITY OF MEMPHIS**  
held  
**November 18, 2020**

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The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners that it awards Contract No. 12225, Capleville Tank Corral Installation to Pittsburg Tank and Tower Company, Inc., in the funded amount of \$70,010.00.

The project scope is to provide fabrication and installation of a cellular communication corral on top of MLGW's Capleville Water Storage Tank located at 5234 East Holmes Road, Memphis, Tennessee 38118.

The Notice to Bidders was advertised using MLGW's On-Line Bid Notification System and the Memphis Daily News on September 8, 2020. MLGW solicited six (6) bidders; and received three (3) bids on October 6, 2020. The lowest and best bid was from Pittsburg Tank and Tower Company, Inc., in the amount of \$70,010.00. The term of this contract is for one (1) year from the date of the Notice to Proceed. This award complies with all applicable laws and policies.

NOW THEREFORE BE IT RESOLVED BY the Board of Light, Gas and Water Commissioners:

THAT, Subject to the consent and approval of the Council of the City of Memphis, the award of Contract No. 12225, Capleville Tank Corral Installation to Pittsburg Tank and Tower Company, Inc., in the funded amount of \$70,010.00 as outlined in the foregoing preamble, is approved and further,

THAT, the President or his designated representative is authorized to execute the Award.

I hereby certify that the foregoing is a true copy of a resolution accepted by the Board of Light, Gas and Water Commissioners at a regular-special meeting held on 18 day of November, 2020, at which a quorum was present.

  
Secretary-Treasurer

## **RESOLUTION**

**WHEREAS**, the Board of Light, Gas and Water Commissioners at its meeting held November 18, 2020, approved renewal of Cooperative Agreement No. 5447, investigation of Water Resources for the period of January 1, 2021 to December 31, 2021 stipulating that a sum of \$60, 000 will be furnished by the Division and a like sum furnished by the United States of the Department of the Interior Geological Survey.

**NOW THEREFORE BE IT RESOLVED** by the Council of the City of Memphis, that the President or his designated representative is authorized to execute Cooperative Agreement No. 5447 with the United States Department of Interior Geological Survey in the amount of \$60,000 for investigation of Water Resources for the period of January 1, 2021 to December 31, 2021.

**EXCERPT**  
from  
**MINUTES OF MEETING**  
of  
**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS**  
**CITY OF MEMPHIS**  
held  
**November 18, 2020**

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The Vice President of Engineering and Operations presented for consideration of the Board, renewal of Cooperative Agreement No. 5447, investigation of Water Resources, for the period of January 1, 2021 to December 31, 2021 stipulating that a sum of \$60,000 will be furnished by the Division and a like sum will be furnished by the United States Department of the Interior Geological Survey for continuation of the ground water data collection program in the Memphis area.

The Memphis Light, Gas and Water Division and the United States Department of the Interior Geological Survey have cooperated for the purpose of investigating ground water resources in the immediate vicinity of Memphis since the year 1940, and the Vice President of Engineering and Operations recommends that the Division continue to encourage this work and cooperate with the Geological Survey in accordance with Cooperative Agreement as submitted. Funds for this fee are included in the 2021 budget.

NOW THEREFORE BE IT RESOLVED BY the Board of Light, Gas and Water Commissioners:

THAT, subject to the consent and approval of the Council of the City of Memphis, the Secretary-Treasurer is hereby authorized and directed to make quarterly payments based on the amount of work completed at the end of each quarter.

I hereby certify that the foregoing is a true copy of a resolution accepted by the Board of Light, Gas and Water Commissioners at a regular ~~regular~~ special meeting held on 18 day of November, 2020, at which a quorum was present.

  
Secretary-Treasurer

## RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of November 18, 2020, awarded Contract No. 12106, OPEB Actuarial Services to Segal, in the amount of \$337,000.00, and is now recommending to the Council of the City of Memphis that it approves said award as proposed; and

WHEREAS, the project scope is to provide Other Post-Employment Benefits (OPEB) actuarial analyses for public sector accounts.

WHEREAS, the Request for Proposal was advertised using MLGW's On-Line Bid Notification System on April 27, 2020. MLGW solicited seven (7) companies; and received six (6) proposals on July 1, 2020 with the most responsive proposal being from Segal in the amount of \$337,000.00. Proposals were evaluated on the following criteria: 1) Qualification and experience of the firm and key personnel assigned to the project; 2) Soundness of methodology, Clarity and focus of the proposal in addressing issues and requirements; 3) Time required to perform work upon receipt of required data; 4) Reasonableness of proposed fees to services; 5) References and 6) Local Bidding Preference/Presence (If applicable). The term of this contract is for sixty (60) months from the date of the Notice to Proceed. This award complies with all applicable laws and policies; and

NOW THEREFORE BE IT RESOLVED by the Council of the City of Memphis, that there be and is hereby approved an award of Contract No. 12106, OPEB Actuarial Services to Segal, in the amount of \$337,000.00 from MLGW's OPEB fund as approved.

**EXCERPT**  
from  
**MINUTES OF MEETING**  
of  
**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS**  
**CITY OF MEMPHIS**  
held  
**November 18, 2020**

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The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners that it awards Contract No. 12106, OPEB Actuarial Services to Segal, in the funded amount of \$337,000.00

The project scope is to provide Other Post-Employment Benefits (OPEB) actuarial analyses for public sector accounts.

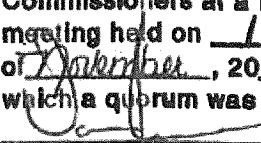
The Request for Proposal was advertised using MLGW's On-Line Bid Notification System on April 27, 2020. MLGW solicited seven (7) companies; and received six (6) proposals on July 1, 2020 with the most responsive proposal being from Segal in the amount of \$337,000.00 Proposals were evaluated on the following criteria: 1) Qualification and experience of the firm and key personnel assigned to the project; 2) Soundness of methodology, Clarity and focus of the proposal in addressing issues and requirements; 3) Time required to perform work upon receipt of required data; 4) Reasonableness of proposed fees to services; 5) References and 6) Local Bidding Preference/Presence (If applicable). The term of this contract is for sixty (60) months from the date of the Notice to Proceed. This award complies with all applicable laws and policies.

NOW THEREFORE BE IT RESOLVED BY the Board of Light, Gas and Water Commissioners:

THAT, Subject to the consent and approval of the Council of the City of Memphis, the award of Contract No. 12106 OPEB Actuarial Services to Segal, in the funded amount of \$337,000.00 being funded from the OPEB Fund, as outlined in the foregoing preamble, is approved and further,

THAT, the President or his designated representative is authorized to execute the Award.

I hereby certify that the foregoing is a true copy of a resolution accepted by the Board of Light, Gas and Water Commissioners at a regular-special meeting held on 18 day of November, 2020, at which a quorum was present.

  
Secretary-Treasurer



## RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of November 18, 2020, awarded Contract No. 12099, Pension Actuarial Services to Segal, in the amount of \$337,000.00, and is now recommending to the Council of the City of Memphis that it approves said award as proposed; and

WHEREAS, the project scope is provide professional actuarial services for MLGW's Retirement and Pension Systems.

WHEREAS, the Request for Proposal was advertised using MLGW's On-Line Bid Notification System on May 6, 2020. MLGW solicited seven (7) companies; and received six (6) proposals on July 1, 2020 with the most responsive proposal being from Segal in the amount of \$337,000.00. Proposals were evaluated on the following criteria: 1) Qualification and experience of the firm and key personnel assigned to the project; 2) Soundness of methodology, Clarity and focus of the proposal in addressing issues and requirements; 3) Time required to perform work upon receipt of required data; 4) Reasonableness of proposed fees to services; 5) References and 6) Local Bidding Preference/Presence (If applicable). The term of this contract is for sixty (60) months from the date of the Notice to Proceed. This award complies with all applicable laws and policies; and

NOW THEREFORE BE IT RESOLVED by the Council of the City of Memphis, that there be and is hereby approved an award of Contract No. 12099, Pension Actuarial Services to Segal, in the amount of \$337,000.00 from MLGW's Pension fund as approved.

**EXCERPT**  
from  
**MINUTES OF MEETING**  
of  
**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS**  
**CITY OF MEMPHIS**  
held  
**November 18, 2020**

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The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners that it awards Contract No. 12099, Pension Actuarial Services to Segal, in the funded amount of \$337,000.00.

The project scope is to provide professional actuarial services for MLGW's Retirement and Pension Systems.

The Request for Proposal was advertised using MLGW's On-Line Bid Notification System on May 6, 2020. MLGW solicited seven (7) companies; and received six (6) proposals on July 1, 2020 with the most responsive proposal being from Segal in the amount of \$337,000.00. Proposals were evaluated on the following criteria: 1) Qualification and experience of the firm and key personnel assigned to the project; 2) Soundness of methodology, Clarity and focus of the proposal in addressing issues and requirements; 3) Time required to perform work upon receipt of required data; 4) Reasonableness of proposed fees to services; 5) References and 6) Local Bidding Preference/Presence (If applicable). The term of this contract is for sixty (60) months from the date of the Notice to Proceed. This award complies with all applicable laws and policies.

**NOW THEREFORE BE IT RESOLVED BY the Board of Light, Gas and Water Commissioners:**

**THAT, Subject to the consent and approval of the Council of the City of Memphis, the award of Contract No. 12099 Pension Actuarial Services to Segal, in the amount of \$337,000.00 being funded from the Pension Fund, as outlined in the foregoing preamble, is approved and further,**

**THAT, the President or his designated representative is authorized to execute the Award.**

I hereby certify that the foregoing is a true copy of a resolution accepted by the Board of Light, Gas and Water Commissioners at a regular ~~special~~ meeting held on 18 day of November, 2020, at which a quorum was present.

  
Secretary-Treasurer

## RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of November 18, 2020 approved the purchase of 16" coated steel pipe and is now recommending to the Council of the City of Memphis that it approves said purchase as approved in the 2021 fiscal year budget; and

WHEREAS, this purchase is for approximately 1,920 feet of 16" coated steel pipe that will be used for new gas projects in our gas distribution system within MLGW's service area of Shelby County; and

WHEREAS, bids were opened on October 7, 2020. Notice to Bidders was advertised. Seventeen (17) bids were solicited and eight (8) bids were received with the lowest and best complying bidder in accordance with MLGW's Local Bidding Preference policy being Engineered Sealing Components, LLC. Consideration of the potential maximum quantity to actually be produced as a result of industry tolerance was taken into consideration during the evaluation. An additional 40 feet have been added to cover the overage. The overage amount equals \$1,080.00. This award complies with all applicable laws and policies.

**NOW THEREFORE BE IT RESOLVED** by the Council of the City of Memphis that there be and is hereby approved the purchase of 16" coated steel pipe from Engineered Sealing Components, LLC for the sum of \$83,544.00 chargeable to the MLGW 2021 fiscal year budget contingent upon approval.

**EXCERPT**  
from  
**MINUTES OF MEETING**  
of  
**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS**  
**CITY OF MEMPHIS**  
held  
**November 18, 2020**

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The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners that it awards a purchase order to Engineered Sealing Components, LLC in the amount of \$83,544.00 for 16" coated steel pipe.

This purchase is for approximately 1,920 feet of 16" coated steel pipe that will be used for new gas projects in our gas distribution system within MLGW's service area of Shelby County.

Bids were opened on October 7, 2020. Notice to Bidders was advertised. Seventeen (17) bids were solicited, and eight (8) bids were received with the lowest and best complying bidder in accordance with MLGW's Local Bidding Preference policy being Engineered Sealing Components, LLC. Consideration of the potential maximum quantity to actually be produced as a result of industry tolerance was taken into consideration during the evaluation. An additional 40 feet was added to cover the overage. The overage amount equals \$1,080.00. This award complies with all applicable laws and policies.

Contingent upon approval of the 2021 fiscal year budget, the budgeted amount for Gas Main/Service Replacement is \$5,765,000.00; of which \$83,544.00 will be spent on this purchase order in 2021; leaving a balance of \$5,681,456.00 after the award; and

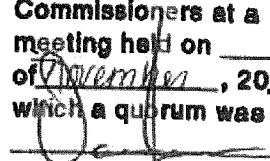
**NOW THEREFORE BE IT RESOLVED BY** the Board of Light, Gas and Water Commissioners:

**THAT**, subject to the consent and approval of the Council of the City of Memphis, award of a purchase order to Engineered Sealing Components, LLC is approved for furnishing:

1,920 Ft. - Pipe, 16" API-5L-X52 coated steel, 0.375" wall thickness, pipe furnished in accordance with MLGW Specification No. 48-22XX dated January 6, 2012 at \$42.95 per foot.

The total award amounts to \$83,544.00; f.o.b. Memphis, Tennessee, transportation prepaid, our dock; said prices being firm; terms net 30 days; delivery 3-5 weeks.

I hereby certify that the foregoing is a true copy of a resolution accepted by the Board of Light, Gas and Water Commissioners at a ~~regular~~-special meeting held on 19 day of November, 2020, at which a quorum was present.

  
Secretary-Treasurer

## **RESOLUTION**

**WHEREAS**, the Board of Light, Gas and Water Commissioners in their meeting of November 18, 2020 approved the purchase of office supplies and toners and is now recommending to the Council of the City of Memphis that it approve said purchase as approved in the 2021 fiscal year budget and subsequent budget years contingent upon approval; and

**WHEREAS**, a forty-eight month purchase order will be executed for the purchase of various office supplies and toners for the Division. Each department and/or area has a designated employee assigned to order office supplies. The employees assigned to order supplies are provided procurement cards for the purchase of office supplies and toners. The procurement cards are coded to be used with only the approved vendor. Each department and/or area is responsible for monitoring their expenditures for office supplies to ensure their annual budget for office supplies is not exceeded; and

**WHEREAS**, in accordance with Tennessee Code Annotated §12-3-1205, Cooperative purchasing agreements; MLGW is allowed to make purchases through cooperative purchasing agreements for the procurement of any goods, supplies, or equipment with one or more other governmental entities outside of this state to the extent the laws of the other state permit the joint purchasing authority. Contract No. 012320-SCC with Staples Contract and Commercial with the inclusion of 100% M/WBE participation commitment utilizing Guy Brown Management LLC dba Guy Brown LLC. The term of the contract covers the period January 1, 2021 through April 6, 2024 with an option to extend for one year. The RFP solicitation process met the public bidding requirements of the State of Tennessee and MLGW's Procurement Policy. This award complies with all applicable laws and policies.

**NOW THEREFORE BE IT RESOLVED** by the Council of the City of Memphis that subject to the consent and approval of the Council there be and is hereby approved the forty-eight month purchase order for office supplies and toners from Staples Contract and Commercial/Guy Brown LLC, for the sum of \$575,000.00 chargeable to the MLGW 2021 fiscal year budget, contingent upon approval and the remaining \$1,725,000.00 charge to subsequent budget years as approved.



**EXCERPT**  
**from**  
**MINUTES OF MEETING**  
**of**  
**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS**  
**CITY OF MEMPHIS**  
**held**  
**November 18, 2020**

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The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners that it awards a forty-eight (48) month purchase order to Staples Contract and Commercial and Guy Brown LLC via Sourcewell's local government agency and service cooperative Contract No. 012320-SCC for the purchase of office supplies and toners. Sourcewell is a municipal, national cooperative contracting agency, which leverages the national purchasing power of more than 50,000 member agencies while also streamlining the required purchasing process. Sourcewell establishes and provides nationally leveraged and competitively solicited purchasing contracts under the guidance of the Uniform Municipal Contracting Law. Guy Brown LLC is a certified M/WBE and meets MLGW's Supplier Diversity requirements.

A forty-eight (48) month purchase order will be executed for the purchase of various office supplies and toners for the Division. Each department and/or area has a designated employee assigned to order office supplies. The employees assigned to order supplies are provided procurement cards for the purchase of office supplies and toners. The procurement cards are coded to be used with only the approved vendor. Each department and/or area is responsible for monitoring their expenditures for office supplies to ensure their annual budget for office supplies is not exceeded.

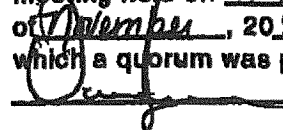
In accordance with Tennessee Code Annotated §12-3-1205, Cooperative purchasing agreements; MLGW is allowed to make purchases through cooperative purchasing agreements for the procurement of any goods, supplies, or equipment with one or more other governmental entities outside of this state to the extent the laws of the other state permit the joint purchasing

authority. Contract No. 012320-SCC with Staples Contract and Commercial with the inclusion of 100% M/WBE participation commitment utilizing Guy Brown Management LLC dba Guy Brown LLC. The term of the contract covers the period January 1, 2021 through April 6, 2024 with an option to extend for one year. The RFP solicitation process met the public bidding requirements of the State of Tennessee and MLGW's Procurement Policy. This award complies with all applicable laws and policies.

**NOW THEREFORE BE IT RESOLVED BY the Board of Light, Gas and Water Commissioners:**

**THAT, subject to the consent and approval of the Council of the City of Memphis, award of a forty-eight (48) month purchase order for office supplies and toners from Staples Contract and Commercial/Guy Brown LLC, for the sum of \$575,000.00 chargeable to MLGW 2021 fiscal year budget, contingent upon approval and the remaining \$1,725,000.00 charge to subsequent budget years as approved.**

I hereby certify that the foregoing is a true copy of a resolution accepted by the Board of Light, Gas and Water Commissioners at a regular-special meeting held on 18 day of December, 2020, at which a quorum was present.

  
Secretary-Treasurer

## RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of November 18, 2020 approved Change No. 4 to Contract No. 11881, Tire and Tire Services with The Goodyear Tire and Rubber Company to renew the current contract in the funded amount of \$986,546.79, and is now recommending to the Council of the City of Memphis that it approves said renewal as approved; and

WHEREAS, the project scope is to furnish tires and repair services for MLGW fleet vehicles and equipment located in Memphis and Shelby County, Tennessee. The initial term of this contract was for one (1) year from the date of the Notice to Proceed with an option of four (4) annual renewal terms. This change is to renew the current contract for the fourth and final annual renewal term covering the period January 1, 2021 through December 31, 2021 in the funded amount of \$886,546.79, which reflects an overall 1.77% increase from the previous year due to an increase in labor and raw material costs. MLGW is also requesting the approval of contingency funds in the amount of \$100,000.00 for unforeseen conditions to cover variations in tire purchases during this term, for a total funded amount of \$986,546.79. This renewal complies with all applicable laws and policies. The new contract value is \$4,683,915.80; and

NOW THEREFORE BE IT RESOLVED by the Council of the City of Memphis, that there be and is hereby approved Change No. 4 to Contract No. 11881, Tire and Tire Services with The Goodyear Tire and Rubber Company to renew the current contract in the funded amount of \$986,546.79 as approved.

**EXCERPT**  
from  
**MINUTES OF MEETING**  
of  
**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS**  
**CITY OF MEMPHIS**  
held  
**November 18, 2020**

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The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners the approval of Change No. 4 to Contract No. 11881, Tire and Tire Services with The Goodyear Tire and Rubber Company to renew the current contract in the funded amount of \$986,546.79.

The project scope is to furnish tires and repair services for MLGW fleet vehicles and equipment located in Memphis and Shelby County, Tennessee. The initial term of this contract was for one (1) year from the date of the Notice to Proceed with an option of four (4) annual renewal terms. This change is to renew the current contract for the fourth and final annual renewal term covering the period January 1, 2021 through December 31, 2021 in the funded amount of \$886,546.79, which reflects an overall 1.77% increase from the previous year due to an increase in labor and raw material costs. MLGW is also requesting the approval of contingency funds in the amount of \$100,000.00 for unforeseen conditions to cover variations in tire purchases during this term, for a total funded amount of \$986,546.79. This renewal complies with all applicable laws and policies. The new contract value is \$4,683,915.80.

NOW THEREFORE BE IT RESOLVED BY the Board of Light, Gas and Water Commissioners:

THAT, Subject to the consent and approval of the Council of the City of Memphis, the approval of Change No. 4 to Contract No. 11881, Tire and Tire Services with The Goodyear Tire and Rubber Company to renew the current contract in the funded amount of \$986,546.79, as outlined in the above preamble, is approved; and further

THAT, the President or his designated representative is authorized to execute the Renewal.

I hereby certify that the foregoing is a true copy of a resolution accepted by the Board of Light, Gas and Water Commissioners at a regular-special meeting held on 18 day of November, 2020, at which a quorum was present.

  
Secretary-Treasurer

October 26, 2020

The Honorable Chase Carlisle, Chairman  
Personnel Committee  
City Hall - Room 514  
Memphis, TN 38103

Dear Chairman Carlisle:

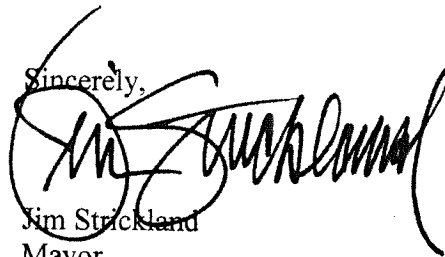
Subject to Council approval, I hereby recommend that:

**Shawn Lynch**

be appointed to the Civilian Law Enforcement Review Board with a term expiring June 30, 2022.

I have attached biographical information.

Sincerely,



Jim Strickland  
Mayor

JSS/sss

Cc: Council Members

October 26, 2020

The Honorable Chase Carlisle, Chairman  
Personnel Committee  
City Hall - Room 514  
Memphis, TN 38103

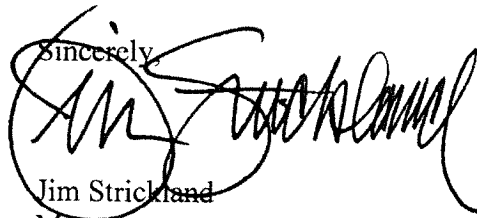
Dear Chairman Carlisle:

Subject to Council approval, I hereby recommend that:

**Victoria Young**

be appointed to the Memphis & Shelby County Downtown Memphis Commission, with a term expiring December 31, 2022.

I have attached biographical information.

Sincerely,  
  
Jim Strickland  
Mayor

JSS/sss

Cc: Council Members

October 26, 2020

The Honorable Chase Carlisle, Chairman  
Personnel Committee  
City Hall - Room 514  
Memphis, TN 38103

Dear Chairman Carlisle:

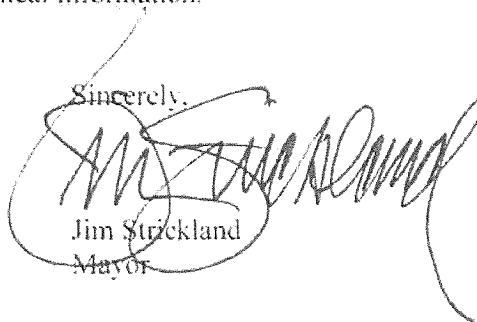
Subject to Council approval, I hereby recommend that:

**Jana Travis**

be appointed to the Memphis Public Art Oversight Committee with a term expiring August 31, 2022.

I have attached biographical information.

Sincerely,



Jim Strickland  
Mayor

JSS/sss

Cc: Council Members



# ORDINANCE NO. 5752

AN ORDINANCE TO AMEND CHAPTER 2, ARTICLE I, SECTION 2-10-10, SUBSECTION B, TO REQUIRE THE BOARD OF ETHICS TO ESTABLISH AN ONLINE PORTAL TO REQUIRE LOBBYISTS TO REGISTER ANNUALLY AND TO FILE THEIR STATE MANDATED DISCLOSURE STATEMENTS WITH THE CITY OF MEMPHIS

WHEREAS, T.C.A. § 3-6-301(15) and (17), requires persons who communicate, directly or indirectly, with state government officials for the purpose of influencing action by the official for compensation, to register, each calendar year, with the Tennessee Ethics Commission; and

WHEREAS, regulating lobbying activities also helps to ensure local governmental transparency and thereby fosters public confidence in elected and appointed officers and government employees; and

WHEREAS, the possibility of special interests privately influencing decision makers outside of the public purview undermines the people's confidence that their City officials serve the broader public interest; and

WHEREAS, the Memphis City Council recognizes that First Amendment Rights must be safeguarded and endeavors to do so in all circumstances, including ensuring the public is aware of lobbyists; and

WHEREAS, since lobbying is a constitutional right, this ordinance is intended to both promote public confidence through transparency and respect individual rights; and

WHEREAS, establishing an online portal to require lobbyists to register annually and to file their state mandated disclosure statements with the City of Memphis will enhance a robust, inclusive and transparent public process; and

WHEREAS, in order to increase transparency regarding lobbyists, it is in the best interests of the City to make the information regarding lobbyists available to the public in more locatable places.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEMPHIS that the findings and recitations set out in the preamble to this ordinance are found to be true and correct and they are hereby adopted by the City Council and made a part hereof for all purposes.

BE IT FURTHER ORDAINED that the Board of Ethics is required to establish an online portal to mandate paid lobbyists to register annually and to file their state mandated disclosure statements with the City of Memphis to help promote transparency within the City of Memphis.

BE IT FURTHER ORDAINED that CHAPTER 2, ARTICLE I, SECTION 2-10-10, SUBSECTION B shall be amended by adding the following language:

Chapter 2, Article I, Section 2-10-10, subsection B (9):

9. To establish an online portal to require lobbyists to register annually and to file their state mandated disclosure statements with the City of Memphis.

Section 1. Short Title

This Ordinance shall be known as "Regulating Lobbying"

Sections 2. Purpose

The purpose of "Regulating Lobbying" is to

- A. Effectuate the people's right to monitor their government's work and thereby ensure that it functions to promote the general welfare;
- B. Preserve the right of individuals, groups and entities to petition and influence their government and thereby advance their own interests.

### Sections 3. Definitions

For purposes of this chapter, the following definitions shall apply.

- (a) City Official means all full-time and part-time elected or appointed officers and employees, whether compensated or not, including those of any separate board, commission, committee, authority, corporation, or other instrumentality appointed or created by the city.
- (b) Client means any person, entity, organization or group that compensates a lobbyist for lobbying or on whose behalf compensated lobbying occurs.
- (c) Contact or Contacting means any direct or indirect communication with a City Official, undertaken by any means, oral, written or electronic, including, but not limited to, through an agent, associate or employee and undertaken in any context, including at a public meeting.
- (d) Compensation or Compensated means any salary, fee, payment, reimbursement or other valuable consideration, or any combination thereof, whether received or to be received; however, "compensation" does not include the salary or reimbursement of an individual whose lobbying is incidental to that person's regular employment.
- (e) Lobbying or Lobbying Activity means influencing or attempting to influence a City Official with regard to a legislative or administrative action of the City.
- (f) Lobbyist means any person who engages in lobbying for compensation.

### Section 4. Exemptions

The following are exempt from the requirements of this chapter:

- (a) Public official acting in their official capacities;
- (b) Persons engaged in creating, publishing or broadcasting news items, editorials, commentaries and similar communications;
- (c) Those whose attempts to influence government action are limited to appearing at public meetings or preparing, processing, or submitting writings for consideration or use at public meetings if their communications are part of the public record;
- (d) City employees and contractors providing reports or recommendations to City Officials as part of their work for the City;
- (e) Persons representing themselves attempting to obtain decisions relating to their own properties or businesses;
- (f) Anyone submitting a bid or proposal for a City contract or negotiating the terms of a City contract for goods or services;
- (g) Persons lodging "whistleblower" complaints with the City;

- (h) Persons who meet with the City Attorney or City Clerk regarding any claim or litigation matter;
- (i) Persons whose communications relate solely to a memorandum of understanding or collective bargaining agreement between the City and an employee organization;
- (j) Communications about solely ministerial actions of the City or City enforcement actions;

#### Section 5. Registration Requirement

A lobbyist shall register online annually with the Board of Ethics within five (5) business days of becoming a lobbyist by filing the lobbyist registration form. The lobbyist shall include in the registration the names of all clients for whom he is lobbying the city and the specific issues about which he is lobbying, and shall thereon disclose:

- (a) name;
- (b) business street and mailing address;
- (c) e-mail address;
- (d) telephone number;
- (e) the names of all owners of the lobbyist's business if the business is a sole proprietorship or partnership of less than 5 members;
- (f) a description of the nature of the business entity or organization;
- (g) the name, business address and phone number of each client receiving lobbying services;
- (h) the nature of each client's business;
- (i) a brief description of the governmental decision that the lobbyist seeks to influence on each client's behalf;
- (j) the name of each person employed or retained by the lobbyist to engage in lobbying activities on each client's behalf.

#### Section 6. File State Mandated Disclosure Statements

A. A lobbyist shall file and attach state mandated disclosure statements to registration annually or at any time a lobbyists' state mandated disclosure statements are updated with the Tennessee Ethics Commission.

B. Records pertaining to the registration and annual reports must be preserved by the lobbyist for inspection and audit by the City for a period of five years from the date of production.

#### Section 7. Prohibitions

A lobbyist shall not do any of the following:

- (a) Intentionally deceive or attempt to deceive a City Official as to any material fact pertinent to any proposed or pending Governmental Decision;
- (b) Act or refrain from acting with the purpose and intent of placing any City Official under personal obligation to the lobbyist;

- (c) Cause or influence the introduction of any ordinance, resolution, appeal, application, petition or amendment thereto for the purpose of thereafter being employed as a lobbyist to secure its granting denial confirmation, rejection, passage or defeat;
- (d) Cause any communication to be sent to a City Official in the name of a fictitious person, group or entity or in the name of a real person, group or entity without their consent;
- (e) Represent directly or indirectly that the lobbyist can control or obtain a vote or action of any City Official.

#### Section 8. Lobbyist Registration Fees

A lobbyist's annual registration fee is hereby established to be set and periodically adjusted by City Council resolution in an amount sufficient to cover the costs of administering this Chapter.

#### Section 9. Fine and Penalties.

- (a) 1st Violation – \$
- (b) 2nd Violation – \$
- (c) 3rd Violation - \$... and censure from the Council with a ban from Lobbying Activities for a period not to exceed one (1) year.

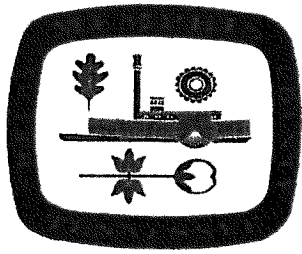
SECTION 1: The City of Memphis Board of Ethics is hereby directed to take the necessary action to provide an online portal to require lobbyists to register annually and file their state mandated disclosure statements with the City of Memphis.

SECTION 2. Severability. The provision of this ordinance is hereby severable. If any of these sections, provisions, sentences, clauses, phrases, or parts is held unconstitutional or void, the remainder of this ordinance shall continue in full force and effect.

SECTION 3. Effective date. This Ordinance shall take effect from and after the date it shall have been passed by the Council, signed by the Chairman of the Council, certified and delivered to the Office of Mayor in writing by the comptroller and become effective as otherwise provided by law.

Sponsors: Chase Carlisle  
Worth Morgan

Patrice Robinson  
Memphis City Council Chairwoman



## **Memphis City Council Summary Sheet**

- 1. Description of the Item (Resolution, Ordinance, etc.) Amendments to the Memphis Retirement System. Copy of amendments attached**
- 2. Initiating Party (e.g. Public Works, at request of City Council, etc.) Division of Human Resources and Finance**
- 3. State whether this is a change to an existing ordinance or resolution, if applicable. Yes, these amendments are to the existing Memphis Retirement System ordinances comprising the plan document**
- 4. State whether this requires a new contract, or amends an existing contract, if applicable. No new contract is required**
- 5. State whether this requires an expenditure of funds/requires a budget amendment. Funds required for these amendments are provided through the referendum adopted last November**

ORDINANCE # \_\_\_\_\_

ORDINANCES TO AMEND CHAPTER 25  
OF THE CITY OF MEMPHIS CODE OF ORDINANCES  
GOVERNING THE CITY PENSION SYSTEM

WHEREAS, the City of Memphis, Tennessee (the “City”) has adopted a pension system for general employees as well as police officers and firefighters known as the City of Memphis Retirement System, as amended and restated from time to time, consisting of a 1948 plan (that part of the system benefiting employees participating under the provisions of sections 25-60 through 25-99) and a 1978 plan (that part of the system benefiting employees participating under the provisions of sections 25-160 through 25-199) as amended in 2012; and a 2016 plan (that part of the system benefiting employees participating under the provisions of sections 25-210 through 25-274), currently established under City Ordinance Chapter 25, Articles I through VII, Divisions 1, 2 and 3 (collectively, “the Pension System”); and

WHEREAS, in order to protect the Pension System’s actuarial soundness and ensure the long-term financial viability of the Pension System, and to ensure compliance with required provisions of the federal Internal Revenue Code governing employee benefit plans of governmental employers, as well as to make certain clarifying amendments to existing language it is necessary that the Pension System be further amended as set forth herein;

NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEMPHIS, that the Pension System shall be amended as follows:

1. Sec. 25-1(4) shall be amended and restated in its entirety to read as follows:

4. *Average monthly compensation* means:

a. *1948 plan:*

i. For each participant, the average monthly compensation, (excluding and disregarding any hiatus in the participant's employment by the city) for his or her five consecutive years of service for which such compensation was the highest. If his or her average monthly compensation for the 12 months next preceding the date of his or her retirement exceeds the average of his or her highest five consecutive years' compensation, then his or her average monthly compensation shall be based upon the 12-month period next preceding the date of his or her

retirement, and in the case of death or disability incurred by a participant in the performance of duties before he or she has five consecutive years of service, his or her average monthly compensation shall be the average monthly rate of compensation during all his or her years of service.

- ii. While in the armed services and receiving years of service credit as provided under subsection (44)(g) of this section, a participant's compensation for purposes of this subsection shall be deemed to be his or her rate of base compensation as a city employee in effect at the time he or she entered the armed services.
- iii. For any police officer or firefighter credited with 30 or more years of service, and eligible for automatic promotion to captain or comparable rank in the police or fire divisions of the city under Charter Section 67, his or her average monthly compensation shall be the current monthly base compensation of a captain or comparable rank in the police or fire divisions of the city as of the date of his or her retirement, plus any shift premium pay, hazardous premium pay, holiday pay, longevity pay and incentive pay, excluding overtime pay, earned during the immediately preceding 12 months.

b. *1978 plan:*

- i. For each participant hired prior to July 1, 2012, the average monthly compensation, (excluding and disregarding any hiatus in the participant's employment by the city) for his or her five consecutive years of service for which such compensation was the highest. If his or her average monthly compensation for the 12 months next preceding the date of his or her retirement exceeds the average of his or her highest five consecutive years' compensation, then his or her average monthly compensation shall be based upon the 12-month period next preceding the date of his or her retirement, and in the case of death or disability incurred by a participant in the performance of duties before he or she has five consecutive years of service, his or her average monthly compensation shall be the average monthly rate of compensation during all his or her years of service.
- ii. For each participant that is hired on or after July 1, 2012, the average monthly compensation, (excluding and disregarding any hiatus in the participant's employment by the city) for his or her three consecutive years of service for which such compensation

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was the highest. In addition, in the case of death or disability incurred by a participant in the performance of duties before he or she has five consecutive years of service, his or her average monthly compensation shall be the average monthly rate of compensation during all his or her years of service.

- iii. For any police officer or firefighter, the average monthly compensation for three (3) consecutive years of service (excluding and disregarding any hiatus in the participant's employment with the city) for which such average is the greatest, or, if a participant has less than three (3) consecutive years of service, the participant's average monthly compensation for the entire period, or if less, the three- year aggregate period during which the participant was an employee and of which such average is the greatest.
- iv. For any police officer or firefighter hired before February 1, 1978, credited with 30 or more years of service, and eligible for automatic promotion to captain or comparable rank in the police or fire divisions of the city under Charter section 67, his or her average monthly compensation shall be the average monthly base compensation of a captain or comparable rank in the police or fire divisions of the city for the immediately preceding three years to be calculated as follows: the current monthly compensation of a captain or comparable rank as of the date of his or her retirement, plus the monthly compensation of a captain or comparable rank as of the date one year prior to the date of his or her retirement, plus the monthly compensation of a captain or comparable rank as of the date two years prior to the date of his or her retirement, plus any shift premium pay, hazardous pay, longevity pay, and incentive pay, excluding overtime pay or any double time compensation for holidays, earned during the immediately preceding three years, the sum of which is divided by three.

2. Sec. 25-1(11) shall be amended by the addition of the following subsection (c) to Sec. 25-1(11) regarding the 2016 Plan:

(c) 2016 plan: For each participant, for each plan year, the amount of pay, not in excess of two hundred thousand dollars (\$200,000.00) (as such amount may be adjusted for inflation from time to time by the secretary of the treasury under Code Sections 401(a)(17) and 415(d)), received by such participant for services rendered to the city, including shift premium pay, hazardous pay, longevity pay and incentive pay, but excluding overtime pay or any double-time compensation for holidays.

3. Sec. 25-1(11) shall be amended by the addition of the following subsection (d):



(d) For years beginning after December 31, 2008, (i) an individual receiving a differential wage payment, as defined by Code section 3401(h)(2), from the city shall be treated as an employee of the city, (ii) the differential wage payment shall be treated as compensation, and (iii) the pension system shall not be treated as failing to meet the requirements of any provision described in Code Section 414(u) (1)(C) by reason of any contribution or benefit which is based on the differential wage payment.

4. Sec. 25-1(17) shall be amended and restated in its entirety to read as follows:

*Employee* means, except for any such employee who is eligible to make and has duly made the election provided in Sec. 25-160 hereof, any person hired on or before June 30, 2016, but who as of June 30, 2016 has seven and one-half (7.5) or more years of service with the city and who was on June 30, 2016 a participant in the City of Memphis Retirement System for General Employees, including police officers and firefighters, under City Ordinance Chapter 25, Articles I through VII, in the regular, full-time employ of the city to the extent that the city contributes to the salary of such employee in a job classification or title that the city administration shall designate as eligible for participation in the plan, including any person who is elected to his/her office by the people, but not including the light, gas and water division of the city, temporary employees as classified by the city, part-time employees, or any employee mandated by law to contribute to the federal Social Security system and not eligible to be a participant by his/her job classification.

The term "employee" shall also not include any person who is a leased employee within the meaning of Code §414(n). Leased employee means any person (other than an employee of the recipient) who pursuant to an agreement between the recipient and any other person ("leasing organization") has performed services for the recipient (or for the recipient and related persons determined in accordance with Code §414(n)(6)) on a substantially full-time basis for a period of at least one (1) year, and such services are performed under primary direction or control by the recipient. Contributions or benefits provided a leased employee by the leasing organization which are attributable to services performed for the recipient employer shall be treated as provided by the recipient employer. A leased employee shall not be considered an employee (unless otherwise specifically covered by the pension system) of the recipient if: (i) such employee is covered by a money purchase pension plan providing: (1) a nonintegrated employer contribution rate of at least ten percent (10%) of compensation, as defined in Code §415(c)(3), but including amounts contributed pursuant to a salary reduction agreement which are excludible from the employee's gross income under Code § 125, Code § 1320, Code §401(k), Code §402(h) or Code §403(b), (2) immediate participation, and (3) full and

immediate vesting; and (ii) leased employees do not constitute more than twenty percent (20%) of the recipient's non-highly compensated workforce.

5. The last sentence of Sec. 25-1(27) shall be deleted and the following sentence substituted therefor:

The determination of the line-of-duty disability of a participant shall be made on medical evidence by at least two (2) qualified physicians, one of whom may be the physician who makes disability determinations as to such participant for purposes of worker's compensation claims.

6. The last sentence of Sec. 25(31) shall be deleted and the following sentence substituted therefor::

The determination of the ordinary disability of a participant shall be made on medical evidence by at least two (2) qualified physicians, one of whom may be the physician who makes disability determinations as to such participant for purposes of worker's compensation claims.

7. Sec. 25-1(43) shall be amended by adding as subparagraph (h) thereto the following subparagraph (h):

(h) *Uniformed Service.* To the extent required under the Uniformed Services Employment and reemployment Rights Act of 1994, as amended from time to time, and subject to the mandates and conditions under such Act for the granting of service, including without limitation the payment of employee contributions as required under this Pension and Retirement System, a participant who leaves the employment of the city to enter the uniformed services and returns to employment with the city shall be credited with years of service in respect of such uniformed services.

8. Sec. 25-2 shall be amended and restated in its entirety to read as follows:

There is created and established a board of administration which, under the provisions of this title and the direction of the mayor, shall administer the plan and the trust fund created by this title. The board shall consist of the mayor or the mayor's designee, the officer in charge of the division of personnel or that officer's designee, the comptroller, five employees of the city with at least ten years of service, a citizen member of the city, a retiree of the plan, and a member of the city council. The member of city council shall be an ex officio member without a vote. The officer in charge of the division of personnel or that officer's designee shall be an ex officio member without a vote. The employee, citizen and retiree members of the board shall be appointed on the first Tuesday in December in odd-numbered years by the council on the recommendation of the mayor, for two year

appointments which shall begin on the January 1 next following the appointments. The council member of the board shall be chairman of the city council or the chairman's designee, who will be appointed each December, to serve for one year beginning on the January 1 next following the appointments. Each of the employee, citizen, retiree member, and city council member of the board shall serve until his or her successor is duly appointed. Vacancies during the term of any employee, citizen, retiree and/or city council member shall be filled by appointment in the same manner as provided for the original appointment except that such appointment shall be made as soon as reasonably feasible after such vacancy occurs (regardless of the year or when in the year such vacancy occurs). The term of such member shall begin effective immediately upon such appointment, and such member so appointed shall serve for the unexpired term of the original member or until a successor to such member is duly appointed. Until a vacancy is filled as provided herein the action of a quorum of the members as provided in Section 25-7 shall be and constitute a valid and binding action of the Board notwithstanding that a position is vacant.

9. Sec. 25-5 shall be amended and restated in its entirety to read as follows:

The mayor or the mayor's designee shall be ex officio chairperson and the comptroller ex officio treasurer of the board.

10. Sec. 25-31 shall be amended by adding as subparagraph (g) thereto the following subparagraph (g):

Five (5) members of the Pension Investment Committee shall constitute a quorum to transact any business, but it shall not require less than five (5) affirmative votes to carry out any matter presented to it.

11. Article V, Sec. 25-50 shall be amended and restated in its entirety to read as follows:

**Sec. 25-50** Code §415 Limitations on Benefit Attributable to Employer Contributions.

(a) *Compliance with Code §415.* The limitations in this Section are intended to comply with the provisions of §415 of the Internal Revenue Code (the "Code") as applicable to governmental plans, the provisions of which are incorporated by reference. The plan shall be administered in compliance with the provisions of Code §415 and regulations under that section that are applicable to governmental plans and applicable provisions of the final regulations issued by the Internal Revenue Service on April 5, 2007. Employer-financed benefits provided by the retirement system shall not exceed the applicable limitations set forth in Code §415, as adjusted under section 415(d) to reflect cost of living increases, and the retirement system

shall adjust the benefits payable to participants and beneficiaries subject to the limitation each calendar year to conform with the adjusted limitation. For purposes of section 415(b) of the Code, the applicable limitation shall apply to aggregated benefits received from all qualified pension plans of the employer. If there is any discrepancy between the provisions of this Section and the provisions of Code §415 and the applicable regulations promulgated thereunder, such discrepancy shall be resolved in such a way as to give full effect to the provisions of the Code.

(b) *Basic Limitation on Benefit.* Notwithstanding any provision in the plan to the contrary and except as provided in subsection (b) hereof, the annual benefit payable to a participant under the plan to the extent attributable to employer contributions, shall not exceed the Defined Benefit Dollar Limitation.

(c) *Exceptions.* The limitations under subsection (a) shall not apply if the participant's annual benefit attributable to employer contributions under the plan or any other defined benefit plans maintained by an Affiliate does not in the aggregate exceed \$10,000. For Limitation Years ending after December 31, 2001, the Defined Benefit Dollar Limitation is \$160,000, as adjusted, effective January 1 of each year, under Code §415(d) in such manner as the Secretary of the Treasury shall prescribe, and payable in the form of a straight life annuity. A limitation as adjusted under Code §415(d) will apply to Limitation Years ending with or within the calendar year for which the adjustment applies.

(d) *Adjustments to Basic Limitation.*

(1) *Adjustment for Early Retirement.* If a Participant's benefit under the Plan commences before age sixty-two (62), the Defined Benefit Dollar Limitation shall be adjusted (in the manner prescribed by the Secretary of the Treasury) so that it is the Actuarial Equivalent of an annual benefit equal to the Defined Benefit Dollar Limitation commencing at age sixty-two (62). The reduction under this subparagraph shall not reduce the Defined Benefit Dollar Limitation below (i) \$75,000 if the benefit begins at age fifty-five (55), or (ii) if the benefit begins before age fifty-five (55), the equivalent of the \$75,000 limitation for age fifty-five (55).

(2) *Adjustment for Deferred Retirement.* If a Participant's benefit under the Plan commences after age sixty-five (65), the Defined Benefit Dollar Limitation shall be adjusted (in the manner prescribed by the Secretary of the Treasury) so that it is the Actuarial

Equivalent of a benefit equal to the Defined Benefit Dollar Limitation commencing at age sixty-five (65).

(3) *Adjustment for Less Than Ten Years of Participation.* If a Participant has completed less than ten (10) years of participation in the Plan, the Defined Benefit Dollar Limitation shall be adjusted by multiplying it by a fraction, the numerator of which is the Participant's number of years (or part thereof) of participation in the Plan and the denominator of which is ten (10); provided, such adjustment shall in no event reduce the Defined Benefit Dollar Limitation to an amount which is less than one-tenth (1/10<sup>th</sup>) of the Defined Benefit Dollar Limitation [as determined without regard to this subsection (d)(3)].

(4) *Adjustment for Less Than Ten Years of Vesting Service.* If a Participant has completed less than ten (10) Years of Service, the limitation referred to in (b) and the exception described in (c) shall be adjusted by multiplying the amounts described in such limitation and exception by a fraction, the numerator of which is the Participant's number of Years of Service (or part thereof) and the denominator of which is ten (10); provided, such adjustments shall in no event reduce the limitation or exception amount to a figure which is less than one-tenth (1/10<sup>th</sup>) of such limitation or exception amount as determined without regard to this subsection (d)(4).

(5) *Actuarial Equivalence.* Actuarial Equivalence under subsections (d)(1) and (d)(2) shall be determined using a five percent (5%) interest assumption and the applicable mortality table prescribed under Code §417(e)(3)(A)(II).

(e) *Special Rule for Survivor and Disability Benefits.* Regardless of the above, the early retirement reduction and the ten (10) year phase-in do not apply to survivor and disability benefits.

(f) *Treatment of Multiple Defined Benefit Plans.* The limitations of this section with respect to any participant who at any time has participated in any other defined benefit plan maintained by the employer shall apply as if the total benefits payable under all defined benefit plans in which the participant has participated were payable from one plan.

(g) *Special Definitions Applicable to Code §415 Limitations.*

(1) *Current Accrued Benefit.* The term "Current Accrued Benefit" shall mean a Participant's accrued benefit, when expressed as an

annual benefit within the meaning of Code §415(b)(2), determined as of the last day of the last Limitation Year beginning before January 1, 1987, without regard to any change in the terms of the Plan or any cost of living adjustments, if any, occurring after May 5, 1986.

(2) *Defined Benefit Dollar Limitation.* The term "Defined Benefit Dollar Limitation" shall mean, for Limitation Years ending after December 31, 2001, \$160,000, as adjusted, effective January 1 of each year, under Code §415(d) in such manner as the Secretary of the Treasury shall prescribe, and payable in the form of a straight life annuity. A limitation as adjusted under Code §415(d) will apply to Limitation Years ending with or within the calendar year for which the adjustment applies.

(3) *Defined Benefit Plan.* The term "Defined Benefit Plan" shall mean any qualified retirement plan maintained by the Employer which is not a Defined Contribution Plan.

(4) *Compensation.* The term "Compensation" as used in this section shall mean compensation as defined in the Regs. 1.415(c)-2(a) and shall be adjusted for types of compensation paid after a Participant's severance from employment as provided in the final regulations under Section 415 of the Internal Revenue Code effective April 5, 2007 (IRB 2007-18, T.D. 9319).

For purposes of this Section "Limitation Year" shall mean the Plan year.

12. Article V shall be amended by the addition of a new section, to be denominated as Sec. 25-52 Rollover Distributions, as follows:

**25-52. Rollover Distributions.**

(a) *Application.* Notwithstanding any provision in the Pension System to the contrary that would otherwise limit a distributee's election under this Section, a distributee may elect at the time and in the manner prescribed by the Board of Administration to have any portion of an eligible rollover distribution from the Pension System paid directly to an eligible retirement plan specified by the distributee in a direct rollover.

(b) *Definitions.*

(1) "Eligible Rollover Distribution." An "eligible rollover distribution" is any distribution of all or any portion of the balance to the credit of the "distributee," except that an "eligible rollover distribution" does not include:

any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the "distributee" or the joint lives (or joint life expectancies) of the "distributee" and the "distributee's" designated beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under Code Section 401(a)(9); the portion of any other distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities); and any other distribution that is reasonably expected to total less than \$200 during a year.

(2) "Eligible Retirement Plan." An "eligible retirement plan" is an individual retirement account described in Code Section 408(a), an individual retirement annuity described in Code Section 408(b) (other than an endowment contract), a qualified trust (an employees' trust) described in Code Section 401(a) which is exempt from tax under Code Section 501(a), an annuity plan described in Code Section 403(a), an eligible deferred compensation plan described in Code Section 457(b) which is maintained by an eligible employer described in Code Section 457(e)(1)(A), and an annuity contract described in Code Section 403(b), that accepts the "distributee's" "eligible rollover distribution." However, in the case of an "eligible rollover distribution" to the surviving spouse or a nonspouse beneficiary as provided herein, an "eligible retirement plan" is an individual retirement account or individual retirement annuity.

(3) "Distributee." A distributee includes an employee or former employee. In addition, the employee's or former employee's surviving spouse and the employee's or former employee's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Code § 414(p), are distributees with regard to the interest of the spouse or former spouse. In addition, a rollover shall be permitted in accordance with Code Section 402(c)(11). In general this includes a direct trust to trust transfer by a designated beneficiary to an inherited individual retirement account or annuity or other trust of a type specified by the Secretary of the Treasury.

(4) "Direct Rollover." A direct rollover is a payment by the pension system to the eligible retirement plan specified by the distributee.

(c) *Non-spouse beneficiary rollover right.* For distributions after December 31, 2009, a non-spouse beneficiary who is a "designated beneficiary" under Code §401(a)(9)(E) and the regulations thereunder, by a direct trustee-to-trustee transfer ("direct rollover"), may roll over all or any portion of his or her distribution from

5443459.2

the Pension System to an individual retirement account the beneficiary establishes for purposes of receiving the distribution. In order to be able to roll over the distribution, the distribution otherwise must satisfy the definition of an eligible rollover distribution.

(A) Certain requirements not applicable. Although a non-spouse beneficiary may roll over directly a distribution as provided above, any distribution made prior to January 1, 2010 is not subject to the direct rollover requirements of Code §401(a)(31) (including Code §401(a)(31)(B), the notice requirements of Code §402(f) or the mandatory withholding requirements of Code §3405(c)). If a non-spouse beneficiary receives a distribution from the Plan, the distribution is not eligible for a “60-day” rollover.

(B) Trust beneficiary. If the Participant’s named beneficiary is a trust, the Plan may make a direct rollover to an individual retirement account on behalf of the trust, provided the trust satisfies the requirements to be a designated beneficiary within the meaning of Code §401(a)(9)(E).

(C) Required minimum distributions not eligible for rollover. A non-spouse beneficiary may not roll over an amount which is a required minimum distribution, as determined under applicable Treasury regulations and other Revenue Service guidance. If the Participant dies before his or her required beginning date and the non-spouse beneficiary rolls over to an IRA the maximum amount eligible for rollover, the beneficiary may elect to use either the 5-year rule or the life expectancy rule, pursuant to Treas. Reg. §1.401(a)(9)-3, A-4(c), in determining the required minimum distributions from the IRA that receives the non-spouse beneficiary’s distribution.

(d) *Roth IRA rollover.* For distributions made after December 31, 2007, a participant may elect to roll over directly an eligible rollover distribution to a Roth IRA described in Code §408A(b).

13. Subparagraph (a) of Section 25-84 Refund of employee contributions shall be amended and restated in its entirety by substituting the following subparagraph (a) therefor:

(a) Any participant whose employment with the city terminates, for any reason other than death, who is not entitled to any benefits under section Sec. 25-78, Sec. 25-81 or Sec. 25-82, and who has not elected benefits under Sec. 25-83, shall receive an amount equal to the product of his or her total employee contributions times the applicable return multiple as determined under the table in Sec. 25-1 paid as soon as administratively feasible following the date the termination of his or her employment occurs or is deemed to have occurred under subsection C of this section unless he or she earlier withdraws the employee contributions,

5443459.2



becomes entitled to receive benefits under Sec. 25-78, Sec. 25-81 or Sec. 25-82, or elects benefits under Sec. 25-83.

14. Section 25-84 Refund of employee contributions shall be amended by the addition of the following as new subsection (b) and the re-lettering of the current subsection (b) as subsection (c):

(b) Any participant whose employment with the city terminates for any reason other than death but who is entitled to a benefit payable under Sec. 25-78, Sec. 25-81 or Sec. 25-82, and who has not elected benefits under Sec. 25-83, may elect to receive in lieu of any other benefit payable under any other section of this Plan an amount equal to the product of his or her total employee contributions times the applicable return multiple as determined under the table in Sec. 25-1 paid as soon as administratively feasible following the date the termination of his or her employment occurs (or which is deemed to have occurred under subsection C of this section) unless he or she earlier withdraws the employee contributions, becomes entitled to receive benefits under Sec. 25-78, Sec. 25-81 or Sec. 25-82, or elects benefits under Sec. 25-83. In the event that any participant elects to withdraw his or her participant contributions as provided in this section 25-84(b), such participant shall be deemed to have waived his or her rights to any other benefit payments under any provision of this Retirement System, including the right to payment of any survivor benefits otherwise payable in the event of the participant's death in accordance with section 25-90 or 25-91 or otherwise under the Pension System.

15. Sec. 25-85 shall be amended and restated in its entirety to read as follows:

**25-85 Benefits upon reemployment.**

If a participant receiving benefits pursuant to this 1948 plan is reemployed after his or her annuity commencement date, and becomes a participant in the Plan as provided in Sec. 25-61 or any other section of the Plan, no further benefit payments shall be made to that participant during his or her period of reemployment. Subsequent benefits and an appropriate annuity compensation date for that participant shall be determined based on his or her years of service determined under Sec. 25-1(45), and in accordance with this 1948 plan or the 1978 and 2016 plan, as applicable; provided, however, subsequent benefits shall be reduced by the actuarial equivalent of any amounts distributed between his or her first annuity commencement date and his or her most recent reemployment commencement date, but not to an amount less than the annual plan benefit he or she was receiving immediately before his or her most recent reemployment commencement date.

16. Effective from and after the effective date of this Ordinance subsection (a) of Sec. 25-93 shall be amended and restated in its entirety by substituting the following subparagraph (2) therefor:

*Beneficiary priority.* The death benefit of Sec. 25-90 or Sec. 25-91 shall be paid to the surviving spouse (as such term is defined in Sec. 25-1) until the spouse's death. If there is no spouse, or upon the spouse's death, the death benefit shall be made or shall continue to be paid to or on the behalf of the participant's surviving child and handicapped child (as the terms "child" and "handicapped child" are defined in Sec. 25-1), for as long as the individual is a child or handicapped child; provided, however, any handicapped child shall be entitled to receive only 50 percent of the benefit payment any other child of the participant shall be entitled to receive. If payments are made to more than one child, the death benefit shall be payable in equal shares; provided, if any child becomes ineligible to receive benefits because of death or attainment of age, the death benefit shall be divided equally among the remaining eligible children. No surviving spouse of a participant's spouse shall be entitled to any benefits from this 1948 plan as a result of the participant's spouse's interest in a benefit payable under Sec. 25-90 or 25-91.

17. Sec. 25-94 shall be deleted in its entirety and the following Sec. 25-94 substituted therefor as Sec. 25-94:

**Sec. 94. Residual benefits and Refund of Employee Contributions.**

- (a) Notwithstanding any other sections of this 1948 plan, a participant's beneficiaries, in the order of priority as set forth in Sec. 25-94(b) hereof, shall be paid any excess of the participant's total accumulated employee contributions, minus the aggregate total retirement and death benefit payments under this 1948 plan made to the participant, the participant's spouse, children, or any other designated beneficiary, following the death of all such individuals.
- (b) For a participant whose employment terminates due to death, whose beneficiaries are not entitled to any benefit under any other section of this Plan, such participant's beneficiaries, in the order specified below, shall be entitled to receive a refund of the participant's contributions, less the aggregate of any amount of such contributions paid to the participant, the participant's spouse, children or any other designated beneficiary, prior to the participant's death. The beneficiaries of the benefit under this section (or in the case of residual benefits the beneficiaries of any residual benefits under Sec. 25-94(a) hereof) shall be

(i) the beneficiary or beneficiaries designated by the participant (in accordance with procedures established by the Board). Notwithstanding the foregoing to the contrary, if the participant is married at the time of such designation, if the beneficiary or beneficiaries designated by the participant is not the participant's spouse, the participant's spouse's written consent to such specific beneficiary or beneficiaries shall be required for such designation to become effective, and such consent shall be witnessed by a notary public or by the Benefits Manager of the City, the Total Rewards Officer of the City, or such other person representing the Board as duly designated by the Board. A participant's spouse may give a general consent acknowledging the spouse's right to consent to any beneficiary or beneficiaries and relinquishing such right, in which event any future revocation and/or redesignation of beneficiary(ies) by the participant shall not require further spousal consent. The consent of the spouse must acknowledge the effect of such election and, once given, cannot be revoked by such spouse. Any spousal consent shall only be applicable to the spouse granting such consent, or

(ii) the participant's spouse, if married to the participant at the time of his/her death, or

(iii) if no such spouse, the participant's surviving child and handicapped child, as those terms are defined in Section 25-1(6), or

(iv) if no such surviving child and/or handicapped child, to the participant's surviving child as the term "child" is defined in Section 25-1(6) but without regard to the child's age or status in an educational institution, or

(v) if no such surviving child to the alternative beneficiary or beneficiaries designated by the participant (in accordance with procedures established by the Board) or

(vi) if the participant failed to designate an alternate beneficiary or beneficiaries as provided above, to the participant's estate.

If there is more than one eligible beneficiary the benefit shall be divided equally among the eligible beneficiaries unless the beneficiaries are designated beneficiaries by the participant as provided above whereupon the benefit will be divided in accordance with the designation by the participant, or if no such designation then equally. For purposes of this section, the terms "spouse" and "child" shall mean any person who the Board determines in good faith under the Plan is the legally recognized spouse or child of the participant. Each beneficiary, or his/her duly appointed representative, shall be responsible for making application, in accordance with uniform procedures established by the Board, for any

benefit due him/her under this section. A beneficiary shall have no claim against the Board, or the pension system, or the city by reason of the failure of such beneficiary to apply properly or timely for benefits under the pension system.

18. Sec. 25-160 Participation shall be amended by adding the following as subparagraph (e) thereto:

(e) Each Transferred Participant (as such term is defined in Sec. 25-1(43)) who (i) both as of the original effective date of this 2016 plan was, has continuously since such date been, and continues to be as of the effective date of this Ordinance employed by the City in full-time employment as a commissioned fire or police officer, a police dispatcher, a fire alarm operator, or a paramedic, (ii) has continuously since adoption of this 2016 plan participated in this 2016 plan as a Transferred Participant and has not experienced a severance date as such term is defined in Sec. 25-1(39), (iii) has not withdrawn any amount of his or her cash balance account or separate defined contribution plan account from the 2016 plan may make a one-time irrevocable election in a form and manner prescribed by the City to transfer his or her entire cash balance account, consisting of both participant and city contributions and the aggregate interest credits on said account, plus his or her entire separate defined contribution plan account to the 1978 plan, whereupon his or her participation in the 2016 plan and any and all rights and benefits thereunder shall cease and such Transferred Participant shall participate in the 1978 plan, the same as if he or she had not transferred participation from the 1978 plan to the 2016 plan. Such election, once made, shall be irrevocable and may not be subsequently modified. If a participant makes such an election, all rights and benefits upon subsequent retirement or other termination of employment by such Transferred Participant shall be governed solely and exclusively by the terms and provisions of the 1978 plan.

19. Subparagraph (a) of Section 25-184 Refund of employee contributions shall be amended and restated in its entirety by substituting the following subparagraph (a) therefor:

(a) Any participant whose employment with the city terminates, for any reason other than death, who is not entitled to any benefits under Sec. 25-178, Sec. 25-181 or Sec. 25-182, and who has not elected benefits under Sec. 25-183, shall receive an amount equal to the product of his or her total employee contributions times the applicable return multiple as determined under the table in Sec. 25-1 paid as soon as administratively feasible following the date the termination of his or her employment occurs (or which is deemed to have occurred under subsection C of this section) unless he or she earlier withdraws the employee contributions, becomes entitled to receive benefits under Sec. 25-178, Sec. 25-181 or Sec. 25-182, or elccts benefits under Sec. 25-183.

20. Section 25-184 Refund of employee contributions shall be amended by the addition of the following as new subsection (b) and the re-letting of the current subsection (b) as subsection (c):

(b) Any participant whose employment with the city terminates for any reason other than death but who is entitled to a benefit payable under Sec. 25-178, Sec. 25-181 or Sec. 25-182, and who has not elected benefits under Sec. 25-183, may elect to receive in lieu of any other benefit payable under any other section of this Plan an amount equal to the product of his or her total employee contributions times the applicable return multiple as determined under the table in Sec. 25-1 paid as soon as administratively feasible following the date the termination of his or her employment occurs or is deemed to have occurred under subsection C of this section unless he or she earlier withdraws the employee contributions, becomes entitled to receive benefits under Sec. 25-178, Sec. 25-181 or Sec. 25-182, or elects benefits under Sec. 25-183. In the event that any participant elects to withdraw his or her participant contributions as provided in this section 25-184(b), such participant shall be deemed to have waived his or her rights to any other benefit payments under any provision of this Retirement System, including the right to payment of any survivor benefits otherwise payable in the event of the participant's death in accordance with section 25-190 or 25-191 or otherwise under the Pension System.

21. Sec. 25-185 shall be amended and restated in its entirety to read as follows:

**Sec. 25-185 Benefits upon reemployment.**

If a participant receiving benefits pursuant to this 1978 plan is reemployed after his annuity commencement date, and becomes a participant in this Plan as provided in Sec. 25-161 or any other section of the Plan, no further benefit payments shall be made to that participant during his period of reemployment. Subsequent benefits and an appropriate annuity commencement date for that participant shall be determined based on his years of service determined under section 25-1(45) and in accordance with this 1978 plan or the 1948 and 2016 plans, as applicable; provided, however, subsequent benefits shall be reduced by the actuarial equivalent of any amounts distributed between his or her first annuity commencement date and his or her most recent reemployment commencement date, but not to an amount less than the annual plan benefit he or she was receiving immediately before his or her most recent reemployment commencement date.

Any employee hired after October 1, 2013, that leaves employment at the City of Memphis and is eligible for a pension benefit under this 1978 plan or any other plan division of the Memphis Pension System and is then employed at the MLGW, Shelby County, or any other taxpayer supported Primary Government and Discretely Presented Component Units of Memphis or Shelby County shall have his/her pension payment under the City of Memphis Pension System reduced

5443459.2

by the amount of the salary received from such employment up to the amount of the pension payment under the City of Memphis Pension System during the period of such employment. If the pension payment under the City of Memphis Pension System exceeds the salary received in such employment, then the pension payment shall be reduced by the amount of the gross amount of the salary during the period of employment.

22. Effective from and after the effective date of this Ordinance subsection (a) of Sec. 25-193 shall be amended and restated in its entirety by substituting the following subparagraph (a) therefor:

*Beneficiary priority.* The death benefit of Sec. 25-190 or Sec. 25-191 shall be paid to the surviving spouse (as such term is defined in Sec. 25-1) until the spouse's death. If there is no spouse, or upon the spouse's death, the death benefit shall be made or shall continue to be paid to or on the behalf of the participant's surviving child and handicapped child (as the terms "child" and "handicapped child" are defined in Sec. 25-1), for as long as the individual is a child or handicapped child; provided, however, any handicapped child shall be entitled to receive only 50 percent of the benefit payment any other child of the participant shall be entitled to receive. If payments are made to more than one child, the death benefit shall be payable in equal shares; provided, if any child becomes ineligible to receive benefits because of death or attainment of age, the death benefit shall be divided equally among the remaining eligible children. No surviving spouse of a participant's spouse shall be entitled to any benefits from this 1978 plan as a result of the participant's spouse's interest in a benefit payable under Sec. 25-190 or 25-191.

For each participant hired on or after July 1, 2012, the death benefit of 25-190 or 25-191 shall be paid to the surviving spouse until the spouse's death. If there is no spouse, or upon the spouse's death, the death benefit shall be made, or shall continue to be paid to or on the behalf of the participant's child and handicapped child (as the terms "child" and "handicapped child" are defined in Sec. 25-1), for as long as the individual is a child or handicapped child; provided, however, any handicapped child shall be entitled to receive only 50 percent of the benefit payment any other child of the participant shall be entitled to receive. If payments are made to more than one child, the death benefit shall be payable in equal shares; provided, if any child becomes ineligible to receive benefits because of death or attainment of age, the death benefit shall be divided equally among the remaining eligible children. No surviving spouse of a participant's spouse shall be entitled to any benefits from this 1978 plan as a result of the participant's spouse's interest in a benefit payable under Sec. 25-190 or 25-191.

23. Sec. 25-194 shall be deleted in its entirety and the following Sec. 25-194 substituted therefor as Sec. 25-194:

**Sec. 194. Residual benefits and Refund of Employee Contributions.**

- (a) Notwithstanding any other sections of this 1978 plan, a participant's beneficiaries, in the order of priority as set forth in Sec. 25-194(b) hereof, shall be paid any excess of the participant's total accumulated employee contributions, minus the aggregate total retirement and death benefit payments under this 1978 plan made to the participant, the participant's spouse, children, or any other designated beneficiary, following the death of all such individuals.
- (b) For a participant whose employment terminates due to death, whose beneficiaries are not entitled to any benefit under any other section of this Plan, such participant's beneficiaries, in the order specified below, shall be entitled to receive a refund of the participant's contributions, less the aggregate of any amount of such contributions paid to the participant, the participant's spouse, children or any other designated beneficiary, prior to the participant's death. The beneficiaries of the benefit under this section (or in the case of residual benefits the beneficiaries of any residual benefits under Sec. 25-194(a) hereof) shall be

(i) the beneficiary or beneficiaries designated by the participant (in accordance with procedures established by the Board). Notwithstanding the foregoing to the contrary, if the participant is married at the time of such designation, if the beneficiary or beneficiaries designated by the participant is not the participant's spouse, the participant's spouse's written consent to such specific beneficiary or beneficiaries shall be required for such designation to be effective, and such consent shall be witnessed by a notary public or by the Benefits Manager of the City, the Total Rewards Officer of the City, or such other person representing the Board as duly designated by the Board. A participant's spouse may give a general consent acknowledging the spouse's right to consent to any beneficiary or beneficiaries and relinquishing such right, in which event any future revocation and/or redesignation of beneficiary(ies) by the participant shall not require further spousal consent. The consent of the spouse must acknowledge the effect of such election and, once given, cannot be revoked by such spouse. Any spousal consent shall only be applicable to the spouse granting such consent, or

(ii) the participant's spouse, if married to the participant at the time of his/her death, or

(iii) if no such spouse, the participant's surviving child and handicapped child, as those terms are defined in Section 25-1(6), or

(iv) if no such surviving child and/or handicapped child, to the participant's surviving child as the term "child" is defined in Section 25-1(6) but without regard to the child's age or status in an educational institution, or

(v) if no such surviving child to the alternative beneficiary or beneficiaries designated by the participant (in accordance with procedures established by the Board) or

(vi) if the participant failed to designate an alternate beneficiary or beneficiaries as provided above, to the participant's estate.

If there is more than one eligible beneficiary the benefit shall be divided equally among the eligible beneficiaries unless the beneficiaries are designated beneficiaries by the participant as provided above whereupon the benefit will be divided in accordance with the designation by the participant, or if no such designation then equally. For purposes of this section, the terms "spouse" and "child" shall mean any person who the Board determines in good faith under the Plan is the legally recognized spouse or child of the participant. Each beneficiary, or his/her duly appointed representative, shall be responsible for making application, in accordance with uniform procedures established by the Board, for any benefit due him/her under this section. A beneficiary shall have no claim against the Board, or the pension system, or the city by reason of the failure of such beneficiary to apply properly or timely for benefits under the pension system.

24. Sec. 25-201 Cessation of accruals for transferred participants shall be amended and restated in its entirety to read as follows:

Except as expressly provided below and solely for Transferred Participants who have duly made the election provided in Sec. 25-160(e), notwithstanding any other contrary provision of this pension system, in calculating the accrued benefit (including the right to any optional benefit provided under the pension system) of any transferred participant, such transferred participant shall accrue no additional benefit under the pension system, division 1 or division 2, on or after June 30, 2016. Transferred Participants who have duly made the election in Sec. 25-160(e) shall accrued no benefit under division 3 (the 2016 plan) but shall accrue benefits solely pursuant to the terms and provisions of this 1978 plan.

25. Subparagraph (a) of Sec. 25-211 shall be amended and restated to read as follows:

*General rule.* Each person (1) who is hired on or after July 1, 2016, or (2) who is a transferred participant as defined in Sec. 25-1(43)(except for those transferred participants who are eligible to make and have duly made the election provided in Sec. 25-160), in each case who is in the regular, full-time employment of the city to the extent that the city contributes to the salary of such employee in a job classification or

5443459.2



title that the city administration shall designate as eligible for participation in the plan, including any person who is elected to his/her office by the people, but not including the light, gas and water division of the city, temporary employees as classified by the city, part-time employees, or any employee mandated by law to contribute to the federal Social Security system and not eligible to be a participant by his/her job classification, shall become a participant in this 2016 plan as of his or her employment creditable service date without any further action on his or her part.

26. Section 25-211 shall be amended by adding as subparagraph (e) thereto the following subparagraph (e):

(e) *Leased Employee*. The term "employee" shall also not include any person who is a leased employee within the meaning of Code §414(n)

27. Sec. 25-240 Normal Retirement shall be amended by adding as subparagraph (b) the following and renumbering the current subparagraph (b) as subparagraph (c):

(b) Any Participant eligible for a normal retirement benefit pursuant to subparagraph (a) above may irrevocably elect to receive between five percent (5%) and twenty-five percent (25%) (in increments of five percent (5%)) of his/her accrued benefit in the form of an actuarial equivalent single lump-sum distribution. Such election shall be made prior to the participant's annuity commencement date in accordance with uniform procedures established by the Board.

If a participant elects to receive any part of his/her accrued benefit in the form of a lump-sum distribution as provided in this subparagraph (b), the monthly retirement benefit payable to such participant shall be reduced by an equal percentage. Such election shall likewise reduce the amount of any death benefit payable to a surviving spouse or any other beneficiary or beneficiaries, which shall be calculated taking into account such election.

Any cost of living adjustments to the participant's monthly retirement benefit shall be calculated based on the reduced monthly benefit resulting from the lump-sum distribution election.

In determining any minimum monthly benefit provided under the plan, the amount of the applicable minimum shall be reduced by the percentage lump sum elected by the participant.

28. Subparagraph (a) and (b) of Sec. 25-242 shall be restated and amended in their entirety to read as follows:

(a) Any participant meeting the requirements of section 25-242(d) may elect to receive a deferred retirement benefit under this 2016 Plan equal to his/her accrued benefit and payable in the form of a single life annuity.

(b) The annuity commencement date of any participant who is to receive his or her benefit pursuant to section 25-242(a) shall be the date s/he reaches age sixty (60).

29. Subparagraph (c) of Sec. 25-242 shall be relettered as subparagraph (d) and the following subparagraph (c) added to Sec. 25-242:

(c) A participant may revoke his/her election under section 25-242 at any time before his/her annuity commencement date. Any participant timely revoking his section 25-242 election shall receive a refund in accordance with section 25-243 of all employee contributions made by him/her or on her/his behalf under this 2016 plan.

30. Subparagraph (a) of Section 25-243 Refund of employee contributions shall be amended and restated in its entirety by substituting the following subparagraph (a) therefor:

(a) Any participant whose employment with the city terminates, for any reason other than death, who is not entitled to any benefits under Sec. 25-240 or 25-241, and who has not elected benefits under Sec. 25-242, shall receive an amount equal to his/her total participant employee cash balance plan contributions plus the interest crediting rate on such contributions as provided herein and defined contribution account balance attributable to the participant's contributions. Such refund of employee contributions shall be paid as soon as administratively feasible following the date the termination of his/her employment occurs (or which is deemed to have occurred under Section 25-243(c)) unless s/he earlier withdraws the participant employee contributions or becomes entitled to receive benefits under any other section of this Plan.

31. Section 25-243 Refund of employee contributions shall be amended by the addition of the following as new subsection (b) and the re-lettering of the current subsection (b) as subsection (c):

(b) Any participant whose employment with the city terminates for any reason other than death but who is entitled to a benefit payable under Sec. 25-240 or 25-241, and who has not elected benefits under Sec. 25-242, may elect to receive in lieu of any other benefit payable under any other section of this Plan an amount equal to his or her total participant employee cash balance plan contributions plus the interest crediting rate on such contributions as provided herein together with his or her defined contribution account balance attributable to such participant's contributions. Such refund of employee contributions shall be paid as soon as administratively feasible following the date the termination of his/her employment occurs (or which is deemed to have occurred under Section 25-243(c)) unless s/he earlier withdraws the participant employee contributions or becomes entitled to

receive benefits under any other section of this Plan. In the event that any participant elects to withdraw his or her participant contributions as provided in this section 25-243(b), such participant shall be deemed to have waived his or her rights to any other benefit payments under any provision of this Retirement System, including the right to payment of any survivor benefits otherwise payable in the event of the participant's death in accordance with section 25-251 or otherwise under the Pension System.

32. Subsection (a) of Sec. 25-250 shall be amended by adding the following sentence as the last sentence of said subsection (a):

Such death benefit shall be paid in accordance with Sec. 25-252.

33. Subsection (b) of Sec. 25-250 shall be amended by adding the following sentence as the last sentence of said subsection (b):

Such death benefit shall be paid in accordance with Sec. 25-252.

34. The first paragraph of Sec. 25-251(a), Other Death Benefit shall be amended and restated to read as follows:

(a) The beneficiaries described in section 25-251(b) of a participant who dies other than as described in Sec. 25-250(a) or Sec. 25-250(b) and who has not elected deferred retirement under section 25-242, shall receive a death benefit in accordance with Sec. 25-252 equal to seventy-five percent (75%) of:

35. The following subsection (c) shall be added to Section 25-251 as follows:

(c) *Death Benefits with Respect to Qualified Military Service.* In the case of a participant who dies on or after January 1, 2007 while performing qualified military service (as defined in Code section 414(u)) with respect to the city, his/her beneficiary shall have a nonforfeitable interest in all city contributions to the participant to the extent that he/she would have had to such city contributions in the event that the participant resumed, and then terminated, employment on account of death.

36. The following Sec. 25-252 shall be added as Sec. 25-252 Distribution as follows.

**Sec. 25-252. Distribution.**

(a) *Beneficiary priority.* The death benefit of Sec. 25-250 or 25-251 shall be paid to the surviving spouse until the spouse's death. If there is no spouse, or upon the spouse's death, the death benefit shall be made or shall continue to be paid to or on the behalf of the participant's surviving children and handicapped children, for as long as they are children or handicapped children; provided, however, any handicapped child shall be entitled to receive only fifty (50)

percent of the benefit payment any other child of the participant shall be entitled to receive. If payments are made to more than one child, the death benefit shall be payable in equal shares; provided, if any child becomes ineligible to receive benefits because of death or attainment of age, the death benefit shall be divided equally among the remaining eligible children. No surviving spouse of a participant's spouse shall be entitled to any benefits from this 2016 plan as a result of the participant's spouse's interest in a benefit payable under Sec. 25-250 or Sec. 25-251.

- (b) *Payment after refund.* If a participant's employee contributions have been refunded under section 25-243 before the participant's date of death, credits against such refund shall be made in lieu of death benefit payments under section 25-250 or 25-251 until such credits have fully offset such refund amount.

37. The following Sec. 25-253 shall be added as Sec. 25-253 Residual benefits as follows.

**Sec. 25-253 Residual benefits.**

Notwithstanding any other sections of this 2016 plan, a participant's beneficiaries, in the order of priority as set forth in Sec. 25-254 hereof, shall be paid any excess of the participant's total accumulated employee contributions, minus the aggregate total retirement and death benefit payments under this 2016 plan made to the participant, the participant's spouse, children, or any other designated beneficiary, following the death of all such individuals.

38. The following Sec. 25-254 shall be added as Sec. 25-254 Employee Contribution Refunds Upon Death as follows.

**Sec. 25-254 Employee Contribution Refunds Upon Death.**

For a participant whose employment terminates due to death, whose beneficiaries are not entitled to any benefit under any other section of this Plan, such participant's beneficiaries, in the order specified below, shall be entitled to receive a refund of the participant's contributions, less any amount of such contributions paid to the participant, the participant's spouse, children or any other designated beneficiary, prior to the participant's death. The beneficiaries of the benefit under this section (or in the case of residual benefits the beneficiaries of any residual benefits under Sec. 25-253 hereof) shall be

- (i) the beneficiary or beneficiaries designated by the participant (in accordance with procedures established by the Board). Notwithstanding the

forgoing to the contrary, if the participant is married at the time of such designation, if the beneficiary or beneficiaries designated by the participant is not the participant's spouse, the participant's spouse's written consent to such specific beneficiary or beneficiaries shall be required for such designation to become effective, and such consent shall be witnessed by a notary public or by the Benefits Manager of the City, the Total Rewards Officer of the City, or such other person representing the Board as duly designated by the Board. A participant's spouse may give a general consent acknowledging the spouse's right to consent to any beneficiary or beneficiaries and relinquishing such right, in which event any future revocation and/or redesignation of beneficiary(ics) by the participant shall not require further spousal consent. The consent of the spouse must acknowledge the effect of such election and, once given, cannot be revoked by such spouse. Any spousal consent shall only be applicable to the spouse granting such consent, or

(ii) the participant's spouse, if married to the participant at the time of his/her death, or

(iii) if no such spouse, the participant's surviving child and handicapped child, as those terms are defined in Section 25-1(6), or

(iv) if no such surviving child and/or handicapped child, to the participant's surviving child as the term "child" is defined in Section 25-1(6) but without regard to the child's age or status in an educational institution, or

(v) if no such surviving child to the alternative beneficiary or beneficiaries designated by the participant (in accordance with procedures established by the Board) or

(vi) if the participant failed to designate an alternate beneficiary or beneficiaries as provided above, to the participant's estate.

If there is more than one eligible beneficiary the benefit shall be divided equally among the eligible beneficiaries unless the beneficiaries are designated beneficiaries by the participant as provided above whereupon the benefit will be divided in accordance with the designation by the participant, or if no such designation then equally. For purposes of this section, the terms "spouse" and "child" shall mean any person who the Board determines in good faith under the Plan is the legally recognized spouse or child of the participant. Each beneficiary, or his/her duly appointed representative, shall be responsible for making application, in accordance with uniform procedures established by the Board, for any benefit due him/her under this section. A beneficiary shall have no claim against the Board, or the pension system, or the city by reason of the failure of such beneficiary to apply properly or timely for benefits under the pension system.

39. Sec. 25-260 City's 457(b) Plan shall be amended in its entirety to read as follows:

**Sec. 25-260. City's 457(b) Plan**

(1) *Rollover of participant accounts attributable to participant's compensation from the city's 457(b) plan.* To the extent permitted by the Internal Revenue Code, a participant of the 2016 Plan entitled to a benefit under Sec. 25-240, Sec. 25-241, or Sec. 25-242 who also participates in the city's 457(b) plan may, upon such participant's termination of employment with the city but prior to the participant's annuity commencement date, transfer from the participant's 457(b) account by direct rollover to this 2016 Plan any portion or all of the amounts in the participant's 457(b) account attributable to the contributions made by the participant and/or the city with respect to the compensation of the participant from the city, provided such transfer will not jeopardize the tax exempt status of this plan. Any amounts in a participant's account rolled over by the participant from a 457(b) or other employee benefit plan of an employer other than the city (except as provided below with respect to the Memphis and Shelby County Airport Authority) may not be rolled over to this 2016 Plan. The transferred amount shall be set up in a separate account to be known as a "Rollover Account." Such Rollover Account shall be fully vested at all times and shall not be subject to forfeiture. Such Rollover Account shall be held pursuant to the provisions of this 2016 plan and shall not be withdrawn by or distributed to the participant except as provided in this 2016 Plan.

To the extent an employee of the Memphis and Shelby County Airport Authority who participates in the city's 457(b) plan also participates in this 2016 Plan and is entitled to a benefit under Sec. 25-240, Sec. 25-241, or Sec. 25-242 of this 2016 Plan, such participant may from the participant's 457(b) account in the city's 457(b) plan by direct rollover transfer to this 2016 Plan any portion or all of the amounts in the participant's 457(b) account attributable to the contributions made by the participant and/or the Memphis and Shelby County Airport Authority with respect to the compensation of the participant from the Memphis and Shelby County Airport Authority, to the extent the Memphis and Shelby County Airport Authority makes contributions to this 2016 Plan with respect to such participant and provided such transfer will not jeopardize the tax exempt status of this plan. The transferred amount shall be set up in a separate account to be known as a "Rollover Account." Such Rollover Account shall be fully vested at all times and shall not be subject to forfeiture. Such Rollover Account shall be held pursuant to the provisions of this 2016 plan and shall not

be withdrawn by or distributed to the participant except as provided in this 2016 Plan.

(2) *Distribution of Rollover Account as Part of Accrued Benefit.* At the participant's normal retirement date, or such other date when the participant shall be entitled to receive benefits under Sec. 25-240, Sec. 25-241, or Sec. 25-242, the value of the Rollover Account shall be combined with the participant's cash balance account and defined contribution account to provide additional monthly benefits to the participant as provided herein.

40. Sec. 25-273, Prohibition of Assignment shall be amended and restated to read as follows:

Except as otherwise provided by law, no benefit payable under this plan shall be subject to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, charge, attachment, garnishment, execution, or levy of any kind or any other process of law, voluntary or involuntary. Any attempt to so dispose of any rights to benefits payable hereunder shall be void, unless otherwise authorized by applicable law. Neither the plan nor trust shall be liable for or subject to the debts, contracts, liabilities, engagements or torts of any person entitled to benefits hereunder.

Unless otherwise provided by applicable law, effective July 1, 2015, the restrictions on transfers of benefits as described in this Section shall not apply to the creation, assignment, or recognition of a right to any benefit payable with respect to a participant pursuant to a "qualified domestic relations order" defined in Internal Revenue Code Section 414(p) and as provided in Tenn. Code Ann. 26-2-105, as amended. The Board shall establish a written procedure to determine the qualified status of domestic relations orders and to administer distributions under such qualified orders. For the purposes of this Section "qualified domestic relations order" shall have the meaning set forth under Code Section 414(p).

Where there is a reference in the above Ordinance to the effective date of this Ordinance, such date shall be the date this Ordinance is duly stamped by the Deputy Controller-Council Records or such other City employee authorized to stamp and certify adoption of City Ordinances.

ORDINANCE NO. 5764

**ORDINANCE TO AMEND CHAPTER 12 OF THE CITY OF MEMPHIS CODE OF ORDINANCES SO AS TO UPDATE THE CODE OF ORDINANCES RELATED TO SIDEWALKS**

**WHEREAS**, the process for sidewalk construction and maintenance has been established by Chapter 12 of the City of Memphis Code of Ordinances; and

**WHEREAS**, the Memphis City Council now wishes to further address the state of sidewalks within the City of Memphis, many of which are in need of repair, replacement, or caulking; and

**WHEREAS**, the Memphis City Council is of the belief that addressing the state of sidewalks, i.e., those in disrepair, will work to gradually improve the physical condition of our neighborhoods, and thus, the City as a whole; and

**WHEREAS**, Section 12-28-2 (D) of the City of Memphis Code of Ordinances states that “the *lot owner* shall assume the responsibility of installation, maintenance and repair of the required sidewalks along the lot frontage(s) upon occupying the structure on the lot.”; and

**WHEREAS**, in an effort to prevent current lot owners, who have failed to properly maintain their section of sidewalk, from passing their repair duties to subsequent purchasers, the Memphis City Council now wishes to require the inspection, and if necessary, repair, replacement, or caulking of sidewalks, driveway aprons, or inlets prior to closing on the property; and

**WHEREAS**, local municipalities have established similar measures, the Memphis City Council wishes to do the same, ultimately for the benefit of our citizens, and the betterment of our City.

**NOW THEREFORE BE IT RESOLVED**, (Additions underlined in bold italics and deletions identified with strikethrough)

**SECTION 1. BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEMPHIS**, that Section 12-28 of the City of Memphis Code of Ordinances is hereby amended to include Section 12-28-17 (A)-(H), which shall be titled and read as follows:

**12-28-17. – Duty of property owners prior to closing.**

- (A) It shall be the duty of the property owners of properties within the City of Memphis to keep the sidewalks, driveway aprons, and inlets abutting their property in good repair.**
- (B) Property owners who receive notice from the City Engineer, or his or her lawfully authorized representative, to repair, replace, or caulk sidewalks, driveway aprons, or inlets abutting their property must do so prior to closing on the property.**



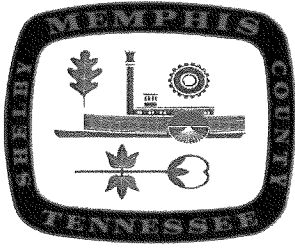
- (C) An arrangement, such as escrowing the bid amount for the required repair is acceptable.
- (D) A permit is required, at no cost, for any repair or replacement of the property owner's sidewalks, driveway aprons, and/or inlets.
- (E) No permit is required if inspection by the City Engineer, or his or her legally authorized representative, determines that only caulking is needed.
- (F) Repair or replacement of sidewalks, driveway aprons, or inlets shall not start without an approved permit.
- (G) A final inspection of the repair, replacement, and/or caulking is required prior to closing on the property.
- (H) Repair, replacement, or caulking of sidewalks, driveway aprons, or inlets should be conducted according to the provisions provided by Chapter 12-12, Chapter 12-24, and Chapter 12-28, except as specifically approved by the City Engineer.

SECTION 2. BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEMPHIS, that Section 12-28 of the City of Memphis Code of Ordinances is hereby amended to include Section 12-28-18, which shall be titled and read as follows:

12-28-18. – Transfer of property.

The City Engineer, or his or her lawfully authorized representative, shall provide to the finance department a record of damaged sidewalks, driveway aprons, and inlets as they are inspected. Such notice shall be filed on the tax records for the property and will provide a notification of such to all parties requesting tax data during the sale or transfer of the property.

Sponsor:  
Councilwoman Michalyn Easter-Thomas



# City Council Item Routing Sheet

**Division:** Finance

**Committee:** Finance and Budget

**Hearing Date:** November 17, 2020

Ordinance

Resolution

Grant Acceptance

Budget Amendment

Commendation

Other: [Click here to enter text.](#)

Item Description (Not the caption, but what does it do):

Resolution to amend the Fiscal Year 2021 General Fund Operating Budget in accordance with Tennessee Constitution Article 2 § 24, TCA § 9-1-116, Municipal Budget Law of 1982.

Recommended Council Action: Approve the resolution.

Describe previous action taken by any other entity (i.e. board, commission, task force, council committee, etc.) and date of any action taken: None taken

**Does this item require city expenditure? Yes**

\$2,314,000

**Source and Amount of Funds:**

**Source:**

Operating Revenue Q1 performance - \$1,800,000

Parks Revenue Q1 performance - \$514,000

## Approvals

Director \_\_\_\_\_ Date \_\_\_\_\_

Division Chief \_\_\_\_\_ Date \_\_\_\_\_

Budget Manager \_\_\_\_\_ Date \_\_\_\_\_

Chief Financial Officer \_\_\_\_\_ Date \_\_\_\_\_

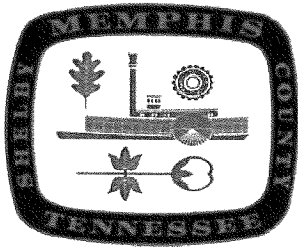
Chief Legal Officer/City  
Attorney \_\_\_\_\_ Date \_\_\_\_\_

**Chief Operating Officer**

\_\_\_\_\_ Date \_\_\_\_\_

**Council Committee Chair**

\_\_\_\_\_ Date \_\_\_\_\_



## Memphis City Council Summary Sheet

**1. Description of the Item (Resolution, Ordinance, etc.)**

This is a Resolution requesting amendment to the Fiscal Year 2021 General Fund Operating Budget in accordance with Tennessee Constitution Article 2 § 24, TCA § 9-1-116, Municipal Budget Law of 1982.

**2. Initiating Party (e.g. Public Works, at request of City Council, etc.)**

Finance Division

**3. State whether this is a change to an existing ordinance or resolution, if applicable.**

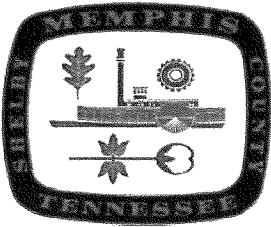
This item requires an amendment to the current funding budget for the City.

**4. State whether this requires a new contract, or amends an existing contract, if applicable.**

This item does not require a new contract or amend an existing contract.

**5. State whether this requires an expenditure of funds/requires a budget amendment.**

This item will require an expenditure of funds and requires an amendment to the current General Fund operating budget.



## **A Resolution to Amend the Fiscal Year 2021 General Fund Operating Budget**

**WHEREAS**, the Finance Division monitors the City's actual financial performance relative to its budget, for all funds; and

**WHEREAS**, in conjunction with the Finance Division, each Division of City Government periodically reviews its current revenues and expenditures, and projects anticipated outcomes for their respective General Fund Division or Other Fund(s) which are not a part of the General Fund; and

**WHEREAS**, based on the General Fund 1<sup>st</sup> Quarter review, circumstances to amend the existing budget exist and the required spending and funding has been identified; and

**WHEREAS**, it is necessary to amend the Fiscal Year 2021 (FY21) budget in certain General Fund Divisions to add appropriations to match program spending that is projected different than the FY21 adopted budget plan;

**NOW, THEREFORE BE IT RESOLVED**, by the Council of the City of Memphis that the Fiscal Year 2021 General Fund Operating Budget be amended in accordance with Tennessee Constitution Article 2 § 24, TCA § 9-1-116, Municipal Budget Law of 1982 as follows:

- City Engineering Division – An increase to the Miscellaneous Professional Services budget in the amount \$1,800,000 for the payment of professional services to maintain service levels and to complete fiber optic and land development reviews. The funding will be provided from revenues performing above budget.
- Parks and Neighborhood Division – An increase to the Part Time Salaries budget in the amount of \$514,000 to match the required service level for golf activities which are exceeding budget plans. The funding will be provided by green fees and golf cart fees.

**RESOLUTION AUTHORIZING FINAL PAYMENT OF FY 2021 TAX  
EQUIVALENT PAYMENT FROM MEMPHIS LIGHT GAS AND WATER DIVISION'S  
GAS SYSTEM AND TOTAL DISTRIBUTION OF THE FY 2021 TAX EQUIVALENT  
PAYMENT TO TAXING JURISDICTIONS IN SHELBY COUNTY, TENNESSEE**

WHEREAS, the introductory paragraph of Tennessee Code Annotated § 7-39-404 provides that the Memphis City Council has the sole and exclusive authority to calculate and determine for each fiscal year an amount for payments in lieu of taxes, called "tax equivalents" on its gas system and gas operations, which, in the judgment of the City Council, after consultation with MLGW, shall represent the fair share of the cost of government properly to be borne by the City's gas system and the tax equivalent payments to be distributed to each taxing jurisdiction ("Authorizing Statutory Provision");

WHEREAS, the Authorizing Statutory Provision does not specify any methods or formula to be used by the governing body of the City in determining the amount of payments in lieu of taxes, referred to as "tax equivalents", on its gas system and gas operations, but provides generally that the total tax equivalent payment shall in the judgment of the municipality's governing body, represent the fair share cost of government properly to be borne by the Gas System ("Total Tax Equivalent Payment");

WHEREAS, the Total Tax Equivalent Payment so determined in the judgment of the municipality's governing body is, however,

subject to a statutory limitation or cap which limits the Maximum Total Tax Equivalent Payment, as determined by the City Council, that may be paid in any fiscal year from Gas System Revenues ("Maximum Total Tax Equivalent Payment");

**WHEREAS**, unlike the determination of the Total Tax Equivalency Payment by the governing body of the City, the Maximum Total Tax Equivalency Payment or cap is determined separately using a mandatory formula which is equal to the sum of (A) the equalized property tax rate, for each taxing jurisdiction as of the beginning of such fiscal year, multiplied by the net plant value of the gas system and the book value of materials and supplies within the taxing jurisdiction as of the beginning of such fiscal year, multiplied by the assessment ratio in effect as of the beginning of such fiscal year; and (B) Four percent (4%) of the average of revenue less cost of gas from gas operations for the preceding three (3) fiscal years;

**WHEREAS**, to properly calculate and determine the tax equivalents, the limitation on such tax equivalents and the amounts to be distributed to each taxing jurisdiction, the Council has consulted with MLGW concerning the financial status and forecasts for its gas system and gas operations for the City's fiscal year ending June 30, 2021 ("Fiscal Year 2021"). MLGW has provided the Council with information concerning its operations as of the beginning of Fiscal Year 2021, including

(i) the financial condition of the gas system as a whole, (ii) the equalized property tax rate and the net plant value of the gas system in each taxing jurisdiction, (iii) the applicable assessment ratio in effect as of the beginning of such fiscal year, (iv) the total revenue received from each taxing jurisdiction, (v) the book value of materials and supplies and (vi) the average of revenue less cost of gas from gas operations for the preceding three (3) fiscal years.

**WHEREAS**, the City Council in its legislative judgment determines the fair cost of government properly to be borne by MLGW's Gas System for Fiscal Year 2021 should be based on a number of factors, including due consideration of net assets in each taxing jurisdiction, the revenue received from each taxing jurisdiction, the governmental services and resources that each respective taxing jurisdiction has provided to support the operation of MLGW's Gas System;

**WHEREAS**, in keeping with the policy established by the City Council in prior PILOT resolutions and agreements with the six (6) incorporated municipalities, the Total Gas Equivalency Payment is required to be made to the City and to several of the said municipalities in installments, an advance payment in April and the balance in November. The advance payments for Fiscal Year 2021 have already been made in compliance with prior

resolutions;

**WHEREAS**, applicable law gives the City Council the option to use Shelby County's equalized tax rate in calculating the total tax equivalent payment that may be paid from MLGW's Gas revenues;

**WHEREAS**, the City Council has elected to use its calculation of the total amount of tax equivalents under the introductory paragraph of Tennessee Code Annotated §7-39-404 as the maximum amount that may be paid by MLGW in the aggregate to all taxing jurisdictions as tax equivalents from its Gas System for Fiscal Year 2021 for all purposes under the "Municipal Gas System Tax Equivalent Law of 1987, as amended; such calculation does not utilize Shelby County's equalized tax rate.

**WHEREAS**, the City Council has determined that the maximum amount that may be paid by MLGW in the aggregate to all taxing jurisdictions as tax equivalents from its Gas System for Fiscal Year 2021 in accordance with the City's Charter and in accordance with Tennessee Code Annotated §7-52-304 is \$19,473,369.53 (the "Maximum FY 2021 Gas Equivalency Payment);

**WHEREAS**, the City has also consulted with the supervisory body of MLGW regarding the fair cost of government that may be properly borne by its Gas System for Fiscal Year 2021, taking into consideration, *inter alia*, the financial condition of the



Gas System, current gas rates, revenues received from customers in all of the respective taxing jurisdictions and the direct and indirect costs of government provided by each taxing jurisdiction in which its Gas System properties are located.

**WHEREAS**, MLGW has confirmed that the Maximum FY 2021 Gas Equivalency Payment as so determined and calculated by the City Council does not exceed the maximum amount it may pay under applicable law.

**WHEREAS**, the City Council in its legislative judgment determines the fair cost of government properly to be borne by MLGW's Gas System for Fiscal Year 2021 should be based on a number of factors, including, but not limited to due consideration of the governmental services and resources that each respective taxing jurisdiction has provided to support the operation of MLGW's Gas System;

**WHEREAS**, in keeping with the policy established by the City Council in prior PILOT resolutions and agreements with the six (6) incorporated municipalities, the Total Gas Equivalency Payment is required to be made to the City and to several of the said municipalities in installments, an advance payment in April and the balance in November. The advance payments for Fiscal Year 2021 have already been made in compliance with prior resolutions;

**NOW, THEREFORE BE IT RESOLVED**, by the Council of the City

of Memphis, as follows:

**TOTAL FY 2021 TAX EQUIVALENT PAYMENT**

1. The City Council has made its determination of the FY 2021 Total Tax Equivalent Payment by taking into consideration, *inter alia*, the financial condition of the Gas System, current Gas rates, revenues received from customers in all of the respective taxing jurisdictions, the adjusted book value of the core assets of utility plant of the gas system located within Memphis as required by its charter and the direct and indirect costs of government provided by each taxing jurisdiction in which its Gas System properties are located.

2. The Council has determined that a fair allocation of the relative costs of government provided by each taxing jurisdiction in Shelby County should be determined by calculating and allocating a Total Tax Equivalent Payment for FY 2021 to equal the sum of (i) the City's Tax Rate of \$3.195986 applied to the adjusted book value of utility plant, materials and supplies of the gas system in the City; (ii) the County's Tax Rate of \$4.05 applied to the net depreciated value of utility plant, materials and supplies of the gas system per MLGW's books in the unincorporated Shelby County; (iii) the Tax Rates of each of the six (6) municipalities applied to the net depreciated value of utility plant, materials and supplies of the gas system per MLGW's books in each of such municipalities; (iv) a

composite tax equivalent rate of \$2.33503 applied to the adjusted book value of the utility plant, materials and supplies of the gas system in areas of Shelby County that overlap the corporate limits of the City and (v) a composite tax equivalent rate of \$1.65000 applied to the net depreciated value of the utility plant, materials and supplies of the gas system in areas of Shelby County that overlap the corporate limits of the six (6) incorporated municipalities. The Total Tax Equivalent Payment for FY 2021 is computed as follows:

**FY 2021**

PART I	ADJUSTED				
	INVESTMENT PER BOOKS	ASSESS. RATIO	TAX RATE	EQUAL. RATIO	CALCULATED TAX EQUIVALENT
MEMPHIS	\$562,802,366.51	0.55	\$3.195986	0.8808	\$8,713,663.38
ARLINGTON	\$3,708,336.40	0.55	\$1.370000	0.8808	\$24,611.59
BARTLETT	\$13,663,240.84	0.55	\$1.830000	0.8808	\$121,128.07
COLLIERVILLE	\$11,350,085.95	0.55	\$1.830000	0.8808	\$100,621.37
GERMANTOWN	\$7,149,089.11	0.55	\$1.950000	0.8808	\$67,534.44
LAKELAND	\$3,875,010.06	0.55	\$1.240000	0.8808	\$23,277.40
MILLINGTON	\$5,264,797.89	0.55	\$1.530000	0.8808	\$39,022.32
SHELBY(MEMPHIS)	\$344,039,300.75	0.55	\$2.335030	0.8808	\$3,891,710.41
SHELBY COUNTY - OTHER TOWNS	\$45,010,560.25	0.55	\$1.650000	0.8808	\$354,329.88
SHELBY COUNTY UNINCORPORATED	\$33,422,363.94	0.55	\$4.050000	0.8808	\$655,740.76
<b>TOTAL PART I</b>					<b>\$13,991,639.63</b>

**PART II**

THREE YEAR AVERAGE TENNESSEE  
OPERATING REVENUE LESS POWER COST

\$136,804,849.20	FOR	FY	2020	
\$142,170,818.65	FOR	FY	2019	
\$132,154,074.57	FOR	FY	2018	
<b>\$411,129,742.42</b>				
DIVIDED BY 3 =				
<b>\$137,043,247.47</b>	TIMES		0.04	<b>\$5,481,729.90</b>
<b>MAXIMUM TAX EQUIVALENT MAXIMUM -</b>			<b>FY 2021</b>	<b>\$19,473,369.53</b>

3. After consultation with Memphis Light Gas and Water Division and after taking into consideration all of the factors stated above, the Council determines that, the amount that may be paid by the Memphis Light Gas and Water Division from its Gas system revenue as payments in lieu of ad valorem taxes or tax equivalents for the benefit of all taxing jurisdictions in Shelby County, including the City, for Fiscal Year 2021 is \$19,473,369.53, which amount, in the legislative judgment of the City's governing body, represents the fair cost of general government properly to be borne by the City's Gas system (the "FY 2021 Total Tax Equivalent Payment").

**DISTRIBUTION OF FY 2021 TOTAL TAX EQUIVALENT PAYMENT**

1. Tennessee Code Annotated § 7-39-404 requires the City's governing body to direct MLGW by resolution to make payments from the FY 2021 Total Tax Equivalent Payment, as so determined by the City Council,

- a) to the taxing jurisdictions in which its gas plant in service is located in accordance with and subject to any terms, conditions, contracts or agreements now in effect, or;
- b) in the absence of a written agreement that was executed prior to April 2012, or became effective on the first day of any fiscal year thereafter, to each taxing jurisdiction, without such a written agreement with the City, a payment that is equal to that portion of the Total Tax Equivalent Payment that is calculated using each such taxing jurisdiction's tax rate pursuant to § 7-39-404(1)(A);

2. The City has not entered into any written agreement

with Shelby County or any of the six (6) incorporated municipalities that was executed prior to April 2012, or became effective on July 1, 2020. The Council has and will continue to honor the longstanding mutual arrangements with each of the six (6) incorporated municipalities to make distribution to such municipalities equal to an amount that is calculated using each such taxing jurisdiction's separate tax rate.

3. The City Council has elected not to use the formula or Shelby County's Tax Rate for calculating the cap on the Total Tax Equivalent Payment set forth in § 7-39-404(1)(A) or in making its calculation of the Total Tax Equivalent Payment under the Authorizing Statutory Provision in the introductory paragraph of Tennessee Code Annotated § 7-39-404.

4. Rather, the City Council has made its determination of the FY 2021 Total Tax Equivalent Payment by taking into consideration, *inter alia*, the financial condition of the Gas System, current Gas rates, revenues received from customers in all of the respective taxing jurisdictions and the direct and indirect costs of government provided by each taxing jurisdiction in which its Gas System properties are located, including the disproportionate cost of government borne by the City as compared to the other taxing jurisdictions.

5. The gross amount of the FY 2021 Total Tax Equivalent Payment distributable to the other taxing jurisdictions in

Shelby County is as follows:

<b>Taxing Jurisdiction</b>	<b>Total Due FY 2021</b>
Arlington	\$ 24,611.59
Bartlett	\$ 121,128.07
Collierville	\$ 100,621.37
Germantown	\$ 67,534.44
Lakeland	\$ 23,277.40
Millington	\$ 39,022.32
Shelby County	\$ 655,740.76

The balance of the FY 2021 Total Tax Equivalent Payment after deducting the sum of the amounts computed above in this paragraph 5 is \$18,441,433.58; such balance shall be allocated and payable to the general fund of the City.

6. MLGW is authorized to make a final payment from the Total FY 2021 Gas Equivalent Payment to the City, the County and each incorporated municipality in Shelby County before December 31, 2020 in such amounts as set forth below, to-wit:

<b>Taxing Jurisdiction</b>	<b>Total Due FY 2021</b>	<b>Advance Payments</b>	<b>Final Payment</b>
Arlington	\$ 24,611.59	\$ 3,042.79	\$ 21,568.80
Bartlett	\$ 121,128.07	\$ 18,056.37	\$ 103,071.70
Collierville	\$ 100,621.37	\$ 20,981.50	\$ 79,639.87
Germantown	\$ 67,534.44	\$ 19,525.46	\$ 48,008.98

Lakeland	\$ 23,277.40	\$ 12,881.73	\$ 10,365.67
Millington	\$ 39,022.32	\$ 5,540.50	\$ 33,481.82
Shelby County	\$ 655,740.76	\$ 0.00	\$ 655,740.76
Memphis	\$ 18,441,433.58	\$ 5,175,452.59	\$ 13,265,980.99

MLGW overpaid Lakeland for its prior fiscal year ended June 30, 2020 in the amount of \$12,881.73. This overpayment has been treated as an advance payment of the gross amount due Lakeland for its fiscal year ending June 30, 2021.

The payments in lieu of taxes that MLGW has been authorized to make to each taxing jurisdiction shall be in lieu of all ad valorem taxes or other charges against MLGW, its properties or operations that may be assessed or levied by each such taxing jurisdiction.

**BE IT FURTHER RESOLVED** that all payments in lieu of ad valorem taxes or tax equivalents paid by MLGW from its Gas system revenues to any taxing jurisdiction under this and all prior resolutions for Fiscal Year 2021 shall represent when received by such taxing jurisdictions the final determination and the complete distribution of the FY 2021 Total Tax Equivalent Payment due to each taxing jurisdictions in Shelby County under applicable law and the City's Charter.

**BE IT FURTHER RESOLVED** that to the extent any prior resolutions of the Council pertaining to the calculation or

distribution of Gas MLGW payments in lieu of taxes for fiscal year 2021 are inconsistent with this resolution, this resolution shall control.

**SPONSOR:  
MLGW COMMITTEE**

**PATRICE ROBINSON  
CHAIRMAN**



**RESOLUTION AUTHORIZING FINAL PAYMENT OF FY 2021 TAX EQUIVALENT  
PAYMENT FROM MEMPHIS LIGHT GAS AND WATER DIVISION'S ELECTRIC SYSTEM  
AND TOTAL DISTRIBUTION OF THE FY 2021 TAX EQUIVALENT PAYMENT TO  
TAXING JURISDICTIONS IN SHELBY COUNTY, TENNESSEE**

**WHEREAS**, pursuant to Section 2 of the May 29, 1987 Contract Amendment (Supp. No. 8) to the TVA Power Contract between TVA and the City (the "TVA Agreement"), the City's Charter and applicable law, the Memphis City Council has the sole and exclusive authority to calculate and determine for each fiscal year an amount for payments in lieu of taxes, called "tax equivalents" on its electric system and electric operations, which, in the judgment of the City Council, after consultation with MLGW, shall represent the fair share of the cost of government properly to be borne by the City's electric system and the tax equivalent payments to be distributed to each taxing jurisdiction;

**WHEREAS**, the TVA Agreement and applicable law limits the amount of tax equivalents that MLGW may pay from its Electric System Revenues ("Maximum Allowable Electric Equivalency Payment") in any fiscal year;

**WHEREAS**, to properly calculate and determine the tax equivalents, the limitation on such tax equivalents and the amounts to be distributed to each taxing jurisdiction, the Council has consulted with MLGW concerning the financial status and forecasts for its electric system and electric operations for the City's fiscal year ending June 30, 2021 ("Fiscal Year 2021"). MLGW has

provided the Council with information concerning its operations as of the beginning of Fiscal Year 2021, including (i) the financial condition of the electric system as a whole, (ii) the equalized property tax rate and the net plant value of the electric system in each taxing jurisdiction, (iii) the applicable assessment ratio in effect as of the beginning of such fiscal year, (iv) the total revenue received from each taxing jurisdiction, (v) the book value of materials and supplies and (vi) the average of revenue less power costs from electric operations for the preceding three (3) fiscal years.

**WHEREAS,** the City Council in its legislative judgment determines the fair cost of government properly to be borne by MLGW's Electric System for Fiscal Year 2021 should be based on a number of factors, including due consideration of net assets in each taxing jurisdiction, the revenue received from each taxing jurisdiction, the governmental services and resources that each respective taxing jurisdiction has provided to support the operation of MLGW's Electric System;

**WHEREAS,** in keeping with the policy established by the City Council in prior PILOT resolutions and agreements with the six (6) incorporated municipalities, the Total Electric Equivalency Payment is required to be made to the City and to several of the said municipalities in installments, an advance payment in April and the balance in November. The advance payments for Fiscal Year 2021 have

already been made in compliance with prior resolutions;

**WHEREAS**, the City Council has determined that the maximum amount that may be paid by MLGW in the aggregate to all taxing jurisdictions as tax equivalents from its Electric System for Fiscal Year 2021 in accordance with Section 2 of the TVA Agreement and in accordance with Tennessee Code Annotated §7-52-304 (1) is \$45,190,481.65 (the "Maximum FY 2021 Electric Equivalency Payment);

**WHEREAS**, the City has also consulted with the supervisory body of MLGW regarding the fair cost of government that may be properly borne by its Electric System for Fiscal Year 2021, taking into consideration, *inter alia*, the financial condition of the Electric System, current electric rates, revenues received from customers in all of the respective taxing jurisdictions and the direct and indirect costs of government provided by each taxing jurisdiction in which its Electric System properties are located.

**WHEREAS**, MLGW has confirmed that the Maximum FY 2021 Electric Equivalency Payment as so determined and calculated by the City Council does not exceed the maximum amount that it may pay under the TVA Agreement and applicable law.

**NOW, THEREFORE BE IT RESOLVED**, by the Council of the City of Memphis, as follows:

**FY 2021 TAX EQUIVALENT PAYMENT**

1. After consultation with Memphis Light Gas and Water Division, the Council determines that, the total amount that may be paid by the Memphis Light Gas and Water Division from its electric

system revenue as payments in lieu of ad valorem taxes or tax equivalents for the benefit of all taxing jurisdictions in Shelby County, including the City, for Fiscal Year 2021 is \$45,190,481.65, which amount, in the legislative judgment of the City's governing body, represents the fair cost of general government properly to be borne by the City's electric system (the "FY 2021 Total Tax Equivalent Payment");

**DISTRIBUTION OF FY 2021 TOTAL TAX EQUIVALENT PAYMENT**

1. The City's agreement with TVA requires the City to make distribution of the FY 2021 Total Tax Equivalent Payment among the taxing jurisdictions in which MLGW's Electric System is located in accordance with applicable law;

2. Tennessee Code Annotated § 7-52-307 requires the City's governing body to direct by resolution MLGW to make payments from the FY 2021 Total Tax Equivalent Payment, as so determined by the City Council, to the taxing jurisdictions in which its electric plant is located, except to the extent otherwise provided in the City's home rule charter, as follows:

- a) An amount equal to twenty-two and one-half percent (22.5%) of the FY 2021 Total Tax Equivalent Payment to Shelby County.
- b) An amount equal to the equalized property tax rate of such other city taxing jurisdictions in Shelby County multiplied by the net plant value of the electric plant, plus the book value of materials and supplies located within the boundaries of such other city taxing jurisdiction multiplied by the assessment ratio for fiscal year 2021, and

c) The balance of the FY 2021 Total Tax Equivalent Payment, after deducting the amounts determined and paid under subdivisions (a) and (b), above to the general fund of the City.

3. Notwithstanding Tennessee Code Annotated § 7-52-307 to the contrary, the City's Home Rule Charter adopted by Memphis voters in a Referendum Election conducted in accordance with the Tennessee Constitution and applicable law on November 8, 2016 requires distribution of a sum equal in amount to the City taxes assessed and levied on the fair market value of properties of the electric or gas division situated within the corporate limits of the City of Memphis in the same manner and as if said properties were privately owned before the tax equivalent payment to be made to Shelby County is calculated.

4. The City Council does hereby find, declare and determine in its legislative discretion that distribution of the FY 2021 Total Tax Equivalent Payment for Fiscal Year 2021 shall be made in accordance with Tennessee Code Annotated § 7-52-307, except to the extent otherwise provided in the City's home rule charter in effect on the date of this resolution.

5. The City Council does therefore find, declare and determine in its legislative discretion that:

a) based on financial records of MLGW, if it were a private taxpaying utility, the value of properties of the electric division situated within the corporate limits of the City of Memphis for the purposes of the City's Home Rule Charter as of June 30, 2020 would be in excess of

\$1,318,768,411.54 ("Fair Market Value Amount");

b) the amount of the FY 2021 Total Tax Equivalent Payment distributable to the general fund of the City for fiscal year 2021 pursuant to the City's Home Rule Charter, as amended, before distributions of tax equivalents to any other taxing jurisdiction, is \$20,418,009.41 determined by multiplying the Fair Market Value Amount by an assessment rate of 55%, the City's equalized property tax rate of \$3.195986 per \$100 of assessed value and an assessment ratio of 88.08%. ("FY 2021 Home Rule Charter Amount");

c) the amount of the FY 2021 Total Tax Equivalent Payment distributable to Shelby County is \$5,573,806.25 determined by multiplying 22.5% times the balance of the FY 2021 Total Tax Equivalent Payment after deducting the FY 2021 Home Rule Charter Amount;

d) the gross amount of the FY 2021 Total Tax Equivalent Payment distributable to the other city jurisdictions in Shelby County is as follows:

<b>Taxing Jurisdiction</b>	<b>Total Due FY 2021</b>
Arlington	\$41,629.78
Bartlett	\$232,695.83
Collierville	\$379,628.95
Germantown	\$238,688.17
Lakeland	\$99,201.80
Millington	\$89,067.35

e) The balance of the FY 2021 Total Tax Equivalent Payment

after deducting the sum of the amounts computed in subparagraphs (b), (c) and (d) above of this paragraph 5 is \$18,117,754.10, which amount together with the FY2021 Home Rule Charter Amount shall be allocated and payable to the general fund of the City.

6. MLGW is authorized to make a final payment from the Total FY 2021 Electric Equivalency Payment to the City, the County and each incorporated municipality in Shelby County before December 31, 2020 in such amounts as set forth, to-wit:

<b>Taxing Jurisdiction</b>	<b>Total Due FY 2021</b>	<b>Advance Payments</b>	<b>Final Payment</b>
Arlington	\$ 41,629.78	\$ 2,314.12	\$ 39,315.66
Bartlett	\$ 232,695.83	\$ 35,806.14	\$ 196,889.69
Collierville	\$ 379,628.95	\$ 16,333.73	\$ 363,295.22
Germantown	\$ 238,688.17	\$ 43,820.08	\$ 194,868.09
Lakeland	\$ 99,201.80	\$ 55,375.26	\$ 43,826.54
Millington	\$ 89,067.35	\$ 11,614.16	\$ 77,453.19
Shelby County	\$ 5,573,806.25	\$ 0.00	\$ 5,573,806.25
Memphis	\$ 38,535,763.52	\$7,993,512.91	\$ 30,542,250.61

MLGW overpaid Lakeland for its prior fiscal year ended June 30, 2020 in the amount of \$55,375.26. This overpayment has been treated as an advance payment of the gross amount due Lakeland for its fiscal year ending June 30, 2021.

All capitalized terms used in this paragraph shall have the

meanings given them in Section 2 of the May 29, 1987 Contract Amendment (Supp. No. 8) to the TVA Power Contract between TVA, the City and MLGW ("TVA Power Contract"). The payments in lieu of taxes that MLGW has been authorized to make to each taxing jurisdiction shall be in lieu of all ad valorem taxes or other charges against MLGW, its properties or operations that may be assessed or levied by each such taxing jurisdiction.

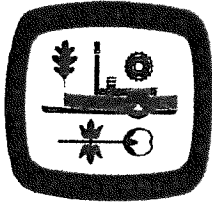
**BE IT FURTHER RESOLVED** that all payments in lieu of ad valorem taxes or tax equivalents paid by MLGW from its electric system revenues to any taxing jurisdiction under this and all prior resolutions for Fiscal Year 2021 shall represent when received by such taxing jurisdictions the final determination and the complete distribution of the FY 2021 Total Tax Equivalent Payment due to each taxing jurisdictions in Shelby County under applicable law, the City's home rule charter and the TVA Agreement.

**BE IT FURTHER RESOLVED** that to the extent any prior resolutions of the Council pertaining to the calculation or distribution of Electric MLGW payments in lieu of taxes for Fiscal Year 2021 are inconsistent with this resolution, this resolution shall control.

**SPONSOR:  
MLGW COMMITTEE**

**PATRICE ROBINSON  
CHAIRMAN**





# City Council Item Routing Sheet

Division: Public Works Committee: Public Works, Transportation & Gen. Svcs. Hearing Date: December 1, 2020

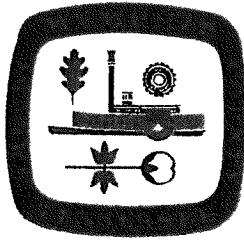
- Ordinance                       Resolution                       Grant Acceptance  
 Budget Amendment               Commendation                       Other:

Item Description (Not the caption, but what does it do):  Resolution to award a grant of \$175,000 to Hospitality Hub for "Work Local Program," a work initiative to address two of Memphis' biggest issue – panhandling and blight.	
Recommended Council Action: Approve	
Describe previous action taken by any other entity (i.e. board, commission, task force, council committee, etc.) and date of any action taken: N/A	
Does this item require city expenditure? Yes  <b>\$175,000.00</b> Amount	<b>Source and Amount of Funds:</b> The funding source for the project will be funded; equally 35% from 170202 Right of Way Maintenance and 171703 Ground Services plus 30% from 171501 Drain Maintenance.  <b>\$175,000.00</b> Operating Budget

### Approvals

Director                     *Re K*                       Date 11-4-20  
 Division Chief \_\_\_\_\_ Date \_\_\_\_\_  
 Budget Manager \_\_\_\_\_ Date \_\_\_\_\_  
 Chief Financial Officer \_\_\_\_\_ Date \_\_\_\_\_  
 Chief Legal Officer \_\_\_\_\_ Date \_\_\_\_\_

**Chief Operating Officer**  
 \_\_\_\_\_ Date \_\_\_\_\_  
  
**Council Committee Chair**  
 \_\_\_\_\_ Date \_\_\_\_\_



## Memphis City Council Summary Sheet

**1. Description of the Item (Resolution, Ordinance, etc.)**

A Resolution to provide \$175,000 in grant funds to the Hospitality Hub for homeless work initiative to address two of Memphis' biggest issues – panhandling and blight, cleaning up blighted areas of our City.

**2. Initiating Party (e.g. Public Works, at request of City Council, etc.)**

Public Works

**3. State whether this is a change to an existing ordinance or resolution, if applicable.**

N/A

**4. State whether this requires a new contract, or amends an existing contract, if applicable.**

This requires a grant agreement and new contract between the City and Hospitality Hub.

**5. State whether this requires an expenditure of funds/requires a budget amendment.**

This requires an expenditure of funds from the Public Works Operating Budget in the amount of \$175,000 on an annual basis for a period of three (3) years, subject to the availability of funds.

The funding source for the grant award will be as follows.

<u>Org Code</u>	<u>Account</u>	<u>Funding Amount</u>
0111-170202 ROW Maint.	065114 Professional Services	\$61,250.00
0111-171703 Ground Svcs.	065114 Professional Services	\$61,250.00
0671-171501 Drain Maint.	065114 Professional Services	\$52,500.00
	<b>Total Funding Amount</b>	<b>\$175,000.00</b>



**A Resolution providing grant funds from the City of Memphis Public Works Division to the Hospitality Hub, funding in the amount of \$175,000.00 for “Work Local”, a work initiative for panhandlers and the homeless.**

**WHEREAS**, it is vital to the cleanliness as well as the growth and development of the City of Memphis (“City”) that blight, litter, and unwanted vegetation be removed from the Public Rights of Way (“ROW”);

**WHEREAS**, the City of Memphis is committed to improving the quality of life of its citizens by encouraging employment opportunities wherever possible;

**WHEREAS**, The Hospitality Hub is a 501 (c) (3) organization founded in 2007 by the Downtown Churches Association to establish a centralized HUB of information and services for homeless persons in Memphis and Shelby County, and which serves as a hospitality, counseling, and resource center for homeless persons or those imminently to become homeless;

**WHEREAS**, in November 2016, The Hospitality Hub and the City of Memphis launched an innovative program called “Work Local” designed to address several of Memphis’ biggest issues – panhandling, homelessness and blight by transporting job-seeking panhandlers and homeless persons to cleanup sites twice a week where they were paid to work to reduce urban blight;

**WHEREAS**, last year, in conjunction with a One Hundred Seventy-Five Thousand Dollars (\$175,000) grant by the Division of Public Works approved by this body the Work Local program had 391 participants, and saw great successes including completing 168 blight reduction projects, 18 job training program enrollments, and 683 hot meals served.

**WHEREAS**, The Hospitality Hub and City of Memphis remain committed to continue the Work Local program, wherein, in which at the end of the 5-hour work day, the workers will be fed, paid for their labor at the rate of \$10 per hour, and will receive additional services and counseling as needed;

**WHEREAS**, the Work Local program will focus on three goals: 1) reducing homelessness or panhandling by giving participants an alternative way to earn money; 2) connecting homeless or panhandlers with available services and resources designed to move them away from the streets toward better futures; and 3) contributing to the beautification of Memphis by cleaning up blighted areas of the City;

**WHEREAS**, the Work Local program will also strive to engage local businesses and agencies who have a vested interest in their communities and are motivated to assist with permanent solutions to homelessness and blight;

**WHEREAS**, the operational costs for Work Local includes wages, supervisory and administrative overhead and expenses, including food, gas, insurance, and vehicles,

**WHEREAS**, Work Local program expects to operate five (5) days per week, at least 50 weeks per year.

**WHEREAS**, the City of Memphis Public Works Division will make available One Hundred Seventy-Five Thousand Dollars (\$175,000) to the Hospitality Hub on an annual basis for a period of three (3) years, subject to the availability of funds, to support the Work Local Program;

**WHEREAS**, The Hospitality Hub will utilize all annual funds for the sole purpose of directly supporting the Work Local program by allocating \$130,000.00 towards wages and \$45,000.00 towards supervisory and administrative overhead and expenses;

**WHEREAS**, The Hospitality Hub plans to secure all additional, future funding needed in support of the Work Local program from philanthropic individuals or organizations and potentially federal/state grant funding opportunities;

**NOW, THEREFORE, BE IT RESOLVED** that the Council of the City of Memphis hereby authorizes the City of Memphis Public Works Division to provide the Hospitality Hub funding in the amount of \$175,000 on an annual basis for a period of three (3) year, subject to the availability of funds;

**BE IT FURTHER RESOLVED** that, such funding shall be provided from the Public Works General Fund Operating Budget in effect at the time funding is to be made available and that such funding shall be used solely for the purpose of blight abatement efforts; specifically, remediation work to be performed solely in various dedicated and recorded City Public Rights of Ways (ROW's).

**BE IT FURTHER RESOLVED** that, in the event the Hospitality Hub fails to use the funding for the sole purpose of directly supporting the Work Local Program, such funding shall be returned to the City of Memphis.

**Resolution prohibiting the sale and purchase of single use bottled water by the  
City of Memphis**

**WHEREAS**, the burning of fossil fuels, the primary cause of climate change, is toxic to Memphis and the planet and ending our reliance on them is an existential necessity; and

**WHEREAS**, fossil fuels are an integral component in the production of single-use plastics, which eventually enter the food chain and pollute our water; and

**WHEREAS**, single-use plastics that are discarded on Memphis streets wash into our storm drainage system causing flooding in our streets and threaten the safety of our citizens; and

**WHEREAS**, the use of plastic water bottles is expected to grow at a compound annual growth rate of 5.5% in the next five years; and

**WHEREAS**, Memphis is known as having the sweetest water in the world due to Memphis' world renowned aquifer; and

**WHEREAS**, Memphis' "sweet water" is readily available for citizens and visitors to enjoy; and

**WHEREAS**, especially in difficult budget times, cutting costs anywhere possible is a requirement for good stewards of public funds; and

**NOW, THEREFORE, BE IT RESOLVED** by the Memphis City Council that the City of Memphis will become an active participant in the growing global movement to protect and preserve water by joining the Blue Communities Project and becoming an official "Blue Community."

**BE IT FURTHER RESOLVED** that the Memphis City Council requests Mayor Strickland to establish an internal policy to prohibit the use of City funds to purchase single-use bottled water.

**BE IT FURTHER RESOLVED** that single-use bottled water will no longer be sold in municipal facilities, from municipally owned or administered concessions, or from vending machines in public facilities where there is access to municipal tap water by whenever the City of Memphis is no longer dealing with the negative effectives of the Corona Virus or by the commencement of FY 2022, whichever date is the latest.

Sponsor:  
Jeff Warren

Patrice Robinson,  
Chairwoman

**Resolution to create and fund an Anti-Violent Crime Task Force for the City of Memphis**

**WHEREAS**, the City of Memphis is committed to the safety, health, and welfare of all its residents; and

**WHEREAS**, ensuring the safety of Memphis residents, public safety officers, and visitors is a top priority for the City of Memphis; and

**WHEREAS**, this year, Memphis has experienced a record-setting number of homicides, with number over the 2016 rate; and

**WHEREAS**, the COVID-19 pandemic has negatively impacted the crime rate within the City of Memphis, including an uptick from last year's murder rate due to the increased financial strain placed on many from the loss of employment and the lack of outlets away from home; and

**WHEREAS**, young Memphians are being adversely affected by the unprecedented murder rate that Memphis is facing this year; and

**WHEREAS**, these young people represent the future of our City and are too valuable to our future to ignore; and

**WHEREAS**, violent crime in Memphis has restrained the ability of our City to address the issues of neglect, poverty, education and employment; and

**WHEREAS**, it is necessary to address and combat drivers of violent crime in Memphis in order to focus on the educational and financial aspects of life that Memphians must consider daily.

**NOW, THEREFORE, BE IT RESOLVED** that the Memphis City Council calls on the Mayor of Memphis and other local government agencies, including the Memphis Police Department, District Attorney's Office of Shelby County, Tennessee Bureau of Investigation, Health Department, the Bureau of Alcohol, Firearms and Tobacco, local mental health providers, and community leaders and activists to establish, fund, and empower a local Anti-Violent Crime Task Force for Memphis and Shelby County to address the increased violent crime rate that is negatively affecting the people of Memphis.

Sponsor: Jeff Warren

Patrice J. Robinson, Chairwoman

**MINUTES****TELEPHONIC MEETING OF NOVEMBER 3, 2020 RECESSED MEETING TO NOVEMBER 17, 2020 MEETING OF THE CITY COUNCIL CITY OF MEMPHIS****NOVEMBER 3, 2020****3:30 P.M. MEETING RECONVENED**

(After the meeting was re-opened for the transaction of business and a quorum was declared present, Vice Chairman Colvett made a motion to adjourn the November 3, 2020 City Council Meeting; this was seconded by Councilman Carlisle, without objection.)

(Chairwoman Robinson adjourned the November 3, 2020 City Council Meeting being that there wasn't any unfinished business, without objection.)

**CITY OF MEMPHIS  
NOTICE OF REGULAR MEETING  
OF  
THE MEMPHIS CITY COUNCIL  
Tuesday, November 3, 2020, 3:30 p.m.**

Due to the declarations of a State of Emergency by the President of the United States, the Governor of Tennessee and the Mayor of Memphis relating to Covid-19 Epidemic the Council has determined that is necessary that the meeting be conducted by electronic or other means of communication in order to protect the health, safety and welfare of the public, City employees, Council staff and Members of the Council.

**THERE WILL BE NO PHYSICAL MEETING**

Attached to this Notice of Meeting are instructions on how members of the public may electronically access the meeting and/or a recording of the meeting and how the public may provide written comments concerning any agenda item or any other matter prior to the meeting.

**ADJOURNED MEETING AT 3:31 p.m.**

.....  
Upon statement of the Chairman, without objection, the meeting was adjourned, subject to the call of the Chairman.

\_\_\_\_\_  
CHAIRMAN

Attest:

\_\_\_\_\_  
Deputy Comptroller/Council Records



## MINUTES

### TELEPHONIC MEETING OF THE CITY COUNCIL

#### CITY OF MEMPHIS

November 17, 2020

#### 3:30 P.M. SCHEDULED SESSION

#### 3:32 P.M. MEETING COMMENCED

**ROLL CALL:** J. Ford Canale, Chase Carlisle, Frank Colvett, Jr., Michalyn Easter-Thomas, Edmund Ford, Sr., Cheyenne Johnson, Martavius Jones, Rhonda Logan, Worth Morgan, JB Smiley, Jr., Jamita Swearngen, Jeff Warren and Chairwoman Patrice Robinson.

#### **THE MEETING WAS CALLED TO ORDER BY SERGEANT-AT-ARMS**

#### INVOCATION

The meeting was opened with telephonic prayer by Elder Michael Scruggs from Temple of Deliverance Church of God in Christ. Councilman Smiley thanked Elder Scruggs for being the Chaplain of the Day.

Chairwoman Robinson asked Councilwoman Easter-Thomas to lead the Pledge of Allegiance.

**These minutes record the agenda items and the action taken by the Council on such items. The full text of the original of the ordinances, resolutions and supporting documents, including an audio recording of Council's deliberations are filed and maintained in the office of Council Records/Records Management, Room 2B-08. The original ordinances and/or resolutions adopted by the Council shall control in the event of any conflict between the description in these minutes and the original documents, ordinances and/or resolutions.**

Approval of the Minutes of the regular meeting of November 3, 2020 with the following motion:

MOTION: Colvett  
 SECOND: Canale  
 AYES: Canale, Carlisle, Colvett, Easter-Thomas, Johnson, Jones, Logan, Morgan, Smiley, Swearngen, Warren and Chairwoman Robinson  
 Ford did not cast a vote

#### APPROVED

28. **ORDINANCE AMENDING CHAPTER 2, ARTICLE I, SECTION 2-10-10, SUBSECTION B, TO REQUIRE THE BOARD OF ETHICS TO ESTABLISH AN ONLINE PORTAL TO REQUIRE LOBBYISTS TO REGISTER ANNUALLY AND TO FILE THEIR STATE MANDATED DISCLOSURE STATEMENTS WITH THE CITY OF MEMPHIS, UP FOR T H I R D AND F I N A L READING. ORDINANCE NO. 5752 IS SPONSORED BY COUNCILMAN MORGAN AND COUNCILMAN CARLISLE. (HELD FROM 6/16;7/7;7/21; 9/1: 9/15; 10/6; 10/20; 11/03)**

Held until December 1, 2020

29. **ORDINANCE AMENDING AND RESTATING CHAPTER 25 OF THE CITY OF MEMPHIS, CODE OF ORDINANCES GOVERNING THE CITY PENSION SYSTEM, UP FOR T H I R D AND F I N A L READING. ORDINANCE NO. 5763 IS SPONSORED BY THE ADMINISTRATION. (HELD FROM 10/20;11/03)**

Held until December 1, 2020

30. **ORDINANCE AMENDING CHAPTER 12 OF THE CITY OF MEMPHIS CODE OF ORDINANCES, SO AS TO UPDATE THE CODE OF ORDINANCES RELATED TO SIDEWALKS, UP FOR T H I R D AND F I N A L READING. ORDINANCE NO. 5764 IS SPONSORED BY COUNCILWOMAN EASTER-THOMAS.**

Held until December 1, 2020

1. **RESOLUTION APPROVING A PLANNED DEVELOPMENT LOCATED AT THE SW CORNER OF S THIRD STREET AND GILBERT AVENUE AND NE CORNER OF S THIRD STREET AND LUCERNE PLACE; CONTAINING +/-1.686 ACRES IN THE COMMERCIAL MIXED USE – 1 (CMU-1) AND RESIDENTIAL URBAN – 3 (RU-3) DISTRICTS.**

Case No. PD 20-11

Vice Chairman Colvett recognized the following person who spoke:

Homer Branan, 999 S. Shady Grove Road, Ste. #600, Memphis, Tennessee, 38120

Applicant: Pyramid Used Cars, Inc – Brian Bowman  
Farris Bobango Branan PLC – Homer Branan – Representative

Request: Motor vehicle sales and service planned development

LUCB and OPD recommendation: APPROVAL, with conditions

MOTION: Colvett

SECOND: Warren

AYES: Canale, Carlisle, Colvett, Easter-Thomas, Ford, Johnson, Jones, Logan, Morgan, Smiley, Swearngen, Warren and Chairwoman Robinson

**APPROVED**

2. **RESOLUTION APPROVING A SPECIAL USE PERMIT LOCATED AT 590 EAST RAINES ROAD, CONTAINING 0.26 ACRE IN THE COMMERCIAL MIXED USE – 1 DISTRICT. THIS RESOLUTION IS SPONSORED BY THE OFFICE OF PLANNING AND DEVELOPMENT. (HELD FROM 10/6; 10/20; 11/03)**

Case No. SUP 20-07

Applicant: Negotiable Taxes, Inc.  
David Bray of the Bray Firm – Representative

Request: Special use permit for vehicle sales

LUCB and OPD recommendation: REJECTION

MOTION: Colvett  
SECOND: Smiley  
AYES: Colvett, Easter-Thomas, Ford, Johnson, Jones, Logan, Smiley, Swearingen,  
Warren and Chairwoman Robinson  
NAYS: Canale, Carlisle and Morgan

**APPROVED**

3. **RESOLUTION APPROVING A SPECIAL USE PERMIT LOCATED AT 5050 SUMMER AVENUE, CONTAINING +/-0.7 ACRES IN THE COMMERCIAL MIXED USE – 3 (CMU-3) DISTRICT. THIS RESOLUTION IS SPONSORED BY THE OFFICE OF PLANNING AND DEVELOPMENT. (HELD FROM 11/03)**

Case No. SUP 20-09

Vice Chairman Colvett recognized the following person who spoke:

Tim McCaskill, 7891 Stage Hills Blvd., Ste. #112, Bartlett, Tennessee, 38133

Applicant: Jaromirski Bruno/Rafat Khmous  
McCaskill and Associates, Inc. – Representative

Request: To allow a convenience store with gasoline sales at an intersection that does not comprise of two Arterial Roads

LUCB recommendation: APPROVAL, with conditions

OPD recommendation: REJECTION

AYES: Canale, Colvett, Easter-Thomas, Ford, Johnson and Morgan  
NAYS: Carlisle, Jones, Logan, Smiley, Swearingen, Warren and Chairwoman Robinson

**FAILED**

- 4. **RESOLUTION APPROVING A SPECIAL USE PERMIT LOCATED AT PARTS OF 4704 YALE ROAD, CONTAINING 1.7 ACRES IN THE COMMERCIAL MIXED USE – 2 DISTRICT. THIS RESOLUTION IS SPONSORED BY THE OFFICE OF PLANNING AND DEVELOPMENT. (HELD FROM 11/03)**

Case No. SUP 20-10

Vice Chairman Colvett recognized the following person who spoke:  
Matt Peterson, 2008 Guilder Drive, Plano Texas, 75074

Vice Chairman Colvett read speaker cards for the following people:  
Beverly Harbin, 4748 New Allen Road, Memphis, Tennessee, 38128  
Demetrius Halliburton, 8255 Macon Road, Ste., 3692, Cordova, Tennessee, 38018  
John Coley, 3402 Joslyn Street, Memphis, Tennessee, 38128  
Torrey Bates, 4100 Raleigh Millington Road, Memphis, Tennessee, 38128  
Shelley Dash-Lewis, 4114 Stillwood Drive, Memphis, Tennessee, 38128

Applicant: Estacado Interests  
Devan Pharis of Estacado Interests – Representative

Request: 1) A special use permit for a convenience store with gas sales  
2) The amendment of the Raleigh Plaza Shopping Center General Plan to remove the prohibition of “filling stations”

OPD recommendation: REJECTION

LUCB recommendation: APPROVAL, with conditions

MOTION: Colvett  
SECOND: Smiley  
NAYS: Canale, Carlisle, Colvett, Easter-Thomas, Ford, Johnson, Jones, Logan, Morgan, Smiley, Swearingen, Warren and Chairwoman Robinson

**FAILED**

- 5. **RESOLUTION APPROVING A SPECIAL USE PERMIT LOCATED AT PARTS OF 3372 AUSTIN PEAY HIGHWAY, CONTAINING 67 ACRES (WHOLE PARCEL) IN THE COMMERCIAL MIXED USE – 2 DISTRICT. THIS RESOLUTION IS SPONSORED BY THE OFFICE OF PLANNING AND DEVELOPMENT. (HELD FROM 11/03)**

Case No. SUP 20-13

Vice Chairman Colvett recognized the following person who spoke:  
Mary Claire Borys, 125 N. Main Street, Ste., 303, Memphis, Tennessee, 38103

Applicant: City of Memphis

Mary Claire Borys of the Division of HCD – Representative

Request: To permit vehicle service

LUCB and OPD recommendation: APPROVAL, with conditions

MOTION: Colvett

SECOND: Smiley

AYES: Canale, Carlisle, Colvett, Easter-Thomas, Ford, Johnson, Jones, Logan, Morgan, Smiley, Swearingen, Warren and Chairwoman Robinson

**APPROVED**

6. **RESOLUTION APPROVING A STREET AND ALLEY CLOSURE LOCATED AT THE EAST-WEST PUBLIC ALLEY, KNOWN AS BARBORO ALLEY, LOCATED NORTH OF GAYOSO AVENUE BETWEEN WAGNER PLACE AND FRONT STREET; CONTAINING +/-2,640 SQUARE FEET IN THE CENTRAL BUSINESS (CBD) AND COTTON ROW HISTORIC OVERLAY (H) DISTRICTS. THIS RESOLUTION IS SPONSORED BY THE OFFICE OF PLANNING AND DEVELOPMENT.**

Case No. SAC 20-20

Applicant: 99-105 S Front Street, LLC  
Michael J. Fahy, Prime Development Group – Representative

Request: Close and vacate the right-of-way of an east-west public alley known as Barboro Alley

LUCB and OPD recommendation: APPROVAL, with conditions

MOTION: Colvett

SECOND: Warren

AYES: Canale, Carlisle, Colvett, Easter-Thomas, Ford, Johnson, Jones, Logan, Morgan, Smiley, Swearingen, Warren and Chairwoman Robinson

**APPROVED**

**(Councilwoman Easter-Thomas made a motion to call Item #7 separately and Councilman Carlisle made a motion to call Item #11 separately from the Consent Agenda, without objection.)**

7. **NOTATION FROM THE LAND USE CONTROL BOARD THAT THE FOLLOWING CASE WAS HEARD AND RECOMMENDATION MADE REQUESTING A DATE OF PUBLIC HEARING:**

A. Case No. PD 20-08 – NORRIS AND HERNANDO PD

MOTION: Colvett

SECOND: Smiley

AYES: Canale, Carlisle, Colvett, Easter-Thomas, Ford, Johnson, Jones, Logan, Morgan, Smiley, Swearingen, Warren and Chairwoman Robinson

Public Hearing Set for December 1, 2020

11. **RESOLUTION APPROVING THE FINAL PLAT FOR ONE BEALE, PHASE 3 (PD 18-10)**

Contract No. CR-5346

Resolution approves the final plat located at the northwest corner lot of South Front Street and Dr. M.L. King Jr. Avenue in the City of Memphis, Tennessee. Cost of the required improvements to be borne by the Developer. Resolution also authorizes the proper officials to execute the attached standard improvement contract and accept Fidelity and Deposit Company Performance Bond No. 9367653 in the amount of \$71,700.00 on behalf of the City of Memphis.

City Engineer recommends approval

MOTION: Colvett

SECOND: Warren

AYES: Canale, Colvett, Easter-Thomas, Ford, Johnson, Jones, Logan, Morgan, Smiley, Swearingen, Warren and Chairwoman Robinson  
Carlisle recused

**APPROVED**

**CONSENT AGENDA – Items #8 - #10, #12 & #13 may be acted upon by one motion: See Page 5766 for Roll Call Consent Items.**

8. **RESOLUTION APPROVING THE ENGINEERING PLANS FOR CHICK-FIL-A #4615 (SUMMER AVENUE)**

Contract No. CR-5343

Resolution approves the engineering plans located at 4649 Summer Avenue, approximately 463 linear feet east of the North Perkins and Summer Avenue intersection in the City of Memphis, Tennessee. Cost of the required improvements to be borne by the Developer. Resolution also authorizes the proper officials to execute the attached standard improvement contract and accept Liberty Mutual Insurance Performance Bond No. 016227460 in the amount of \$98,000.00 on behalf of the City of Memphis.

City Engineer recommends approval

**APPROVED**

9. **RESOLUTION APPROVING THE FINAL PLAT FOR STONE CREEK PD, PHASE 2 (PD 06-345CC)**

Contract No. CR-5344

Resolution approves the final plat located approximately 850 linear feet east of the Grand Pines Drive / Holmes Road intersection in the City of Memphis, Tennessee. Cost of the required improvements to be borne by the Developer. Resolution also authorizes the proper officials to execute the attached standard improvement contract and accept Evolve Bank & Letter of Credit No. 550731 in the amount of \$200,200.00 on behalf of the City of Memphis.

City Engineer recommends approval

**APPROVED**

10. **RESOLUTION APPROVING THE FINAL PLAT FOR OAKS EDGE PD (PD 99-366 FORMERLY PD 93-366 & PD 90-304)**

Contract No. CR-5345

Resolution approves the final plat located at 4266 Haverhill Road, northwest corner lot in the Haverhill Road and Cherry Road intersection in the City of Memphis, Tennessee. Cost of the required improvements to be borne by the Developer. Resolution also authorizes the proper officials to execute the attached standard improvement contract and accept Travelers Casualty & Surety Company Performance Bond No. 107317859 in the amount of \$190,300.00 on behalf of the City of Memphis.

City Engineer recommends approval

**APPROVED**

12. **RESOLUTION APPROVING THE FINAL PLAT FOR HOLMES/TCHULAHOMA PD, PHASE 6 (PD 98-301CC)**

Contract No. CR-5347

Resolution approves the final plat located on the northeast corner lot of the Tchulahoma Road Tchulatech Drive east to Meltech Boulevard/Cove and north to Holmes Road in the City of Memphis, Tennessee. Cost of the required improvements to be borne by the Developer. Resolution also authorizes the proper officials to execute the attached standard improvement contract and accept Federal Insurance Company Performance Bond No. K09617127 in the amount of \$293,000.00 on behalf of the City of Memphis.

City Engineer recommends approval

**APPROVED**

13. **RESOLUTION APPROVING THE BUCKINGHAM FARMS PD, PARCEL J, SEWER IMPROVEMENTS, CASE NO. PD 16-15CO AND AUTHORIZING RELEASE OF THE REFUNDABLE BOND.**

(Contract No. CR-5279)

Resolution approves accepting the public improvements located on the north side of East Shelby Drive at Meadowvale Drive, in the City of Memphis, Tennessee. Resolution also authorizes the release of the Landmark Bank Letter of Credit No. 12006762 in the amount of \$122,100.00 held as security for the standard improvement contract.

### **ROLL CALL CONSENT ITEMS**

MOTION: Colvett  
 SECOND: Warren  
 AYES: Canale, Carlisle, Colvett, Easter-Thomas, Ford, Johnson, Jones, Logan, Morgan, Smiley, Swearengen, Warren and Chairwoman Robinson

### **APPROVED**

### **MLGW FISCAL CONSENT AGENDA – Items #14 - #27 may be acted upon by one motion:**

14. **RESOLUTION APPROVING CHANGE NO. 1 TO CONTRACT NO. 11793, OVER-THE-PHONE LANGUAGE INTERPRETER SERVICE WITH UNIVERSE TECHNICAL TRANSLATION, INCORPORATED. (THIS CHANGE IS TO INCREASE THE CURRENT CONTRACT IN THE ESTIMATED FUNDED AMOUNT OF \$90,000.00 DUE TO INCREASES IN USE BY VARIOUS AREAS AT THE DIVISION, THE INCREASE IN CALL VOLUME AND THE COMMUNITY OFFICES' COVID-19 RESTRICTIONS.)**

### **APPROVED**

15. **RESOLUTION APPROVING CHANGE NO. 1 TO CONTRACT NO. 12121, IDENTITY MANAGER SUPPORT WITH CONCENSUS CONSULTING, LLC D/B/A CONCENSUS TECHNOLOGIES, IN THE FUNDED AMOUNT OF \$30,000.00. (THIS CHANGE IS TO RATIFY AND RENEW THE CURRENT CONTRACT FOR THE FIRST OF FOUR ANNUAL RENEWAL TERMS FOR THE PERIOD COVERING NOVEMBER 1, 2020 THROUGH OCTOBER 31, 2021 WITH NO INCREASE IN RATES FROM THE INITIAL TERM.)**

### **APPROVED**

16. **RESOLUTION APPROVING CHANGE NO. 4 TO CONTRACT NO. 11462, ELECTRONIC BOARD AGENDA SOLUTION WITH GRANICUS (FORMERLY ACCELA, INCORPORATED) IN THE FUNDED AMOUNT OF \$37,216.37. (THIS CHANGE IS TO RATIFY AND RENEW THE CURRENT CONTRACT FOR ANNUAL SOFTWARE MAINTENANCE, FEES, AND SUPPORT SERVICES FOR THE PERIOD COVERING NOVEMBER 1, 2020 THROUGH OCTOBER 31, 2021.)**

### **APPROVED**



17. **RESOLUTION AWARDING A PURCHASE ORDER TO THOMAS CONSULTANTS, INC., FOR NETBACKUP SOFTWARE LICENSES IN THE FUNDED AMOUNT OF \$116,766.58.**

**APPROVED**

18. **RESOLUTION APPROVING CHANGE NO. 3 TO CONTRACT NO. 12009, PROFESSIONAL IS (INFORMATION SERVICES) SUPPORT SERVICES WITH VACO MEMPHIS, LLC, IN THE FUNDED AMOUNT OF \$937,432.00. (THIS CHANGE IS TO RENEW THE CURRENT CONTRACT FOR THE THIRD OF FOUR ANNUAL RENEWAL TERMS FOR THE PERIOD COVERING JANUARY 1, 2021 THROUGH DECEMBER 31, 2021 IN THE FUNDED AMOUNT OF \$1,487,432.00; OF WHICH \$550,000.00 WILL BE ABSORBED IN THE CURRENT CONTRACT VALUE, WITH NO INCREASE IN RATES FROM THE PREVIOUS YEAR.)**

**APPROVED**

19. **RESOLUTION APPROVING CHANGE NO. 3 TO CONTRACT NO. 12007, PROFESSIONAL IS (INFORMATION SERVICES) SUPPORT SERVICES WITH STRAGISTICS TECHNOLOGY, INCORPORATED, IN THE FUNDED AMOUNT OF \$1,179,716.00. (THIS CHANGE IS TO RENEW THE CURRENT CONTRACT FOR THE THIRD OF FOUR ANNUAL RENEWAL TERMS FOR THE PERIOD COVERING JANUARY 1, 2021 THROUGH DECEMBER 31, 2021 IN THE FUNDED AMOUNT OF \$1,329,716.00; OF WHICH \$150,000.00 WILL BE ABSORBED IN THE CURRENT CONTRACT VALUE, WITH NO INCREASE IN RATES FROM THE PREVIOUS YEAR.)**

**APPROVED**

20. **RESOLUTION APPROVING CHANGE NO. 3 TO CONTRACT NO. 12010, PROFESSIONAL IS (INFORMATION SERVICES) SUPPORT SERVICES WITH NEXTECH SOLUTIONS, LLC, IN THE FUNDED AMOUNT OF \$1,214,744.00. (THIS CHANGE IS TO RENEW THE CURRENT CONTRACT FOR THE THIRD OF FOUR ANNUAL RENEWAL TERMS FOR THE PERIOD COVERING JANUARY 1, 2021 THROUGH DECEMBER 31, 2021 IN THE FUNDED AMOUNT OF \$1,789,744.00; OF WHICH \$575,000.00 WILL BE ABSORBED IN THE CURRENT CONTRACT VALUE, WITH NO INCREASE IN RATES FROM THE PREVIOUS YEAR.)**

**APPROVED**

21. **RESOLUTION APPROVING CHANGE NO. 3 TO CONTRACT NO. 12008, PROFESSIONAL IS (INFORMATION SERVICES) SUPPORT SERVICES WITH CTD STAFFING, LLC, IN THE FUNDED AMOUNT OF \$964,488.00. (THIS CHANGE IS TO RENEW THE CURRENT CONTRACT FOR THE THIRD OF FOUR ANNUAL RENEWAL TERMS FOR THE PERIOD COVERING JANUARY 1, 2021 THROUGH DECEMBER 31, 2021, OF WHICH \$400,000.00 WILL BE ABSORBED IN THE CURRENT CONTRACT VALUE, WITH NO INCREASE IN RATES FROM THE PREVIOUS YEAR.)**

**APPROVED**

22. **RESOLUTION APPROVING CHANGE NO. 3 TO CONTRACT NO. 12012, PROFESSIONAL IS (INFORMATION SERVICES) SUPPORT SERVICES WITH COOK SYSTEMS INTERNATIONAL, INCORPORATED, IN THE FUNDED AMOUNT OF \$1,056,816.00. (THIS CHANGE IS TO RENEW THE CURRENT CONTRACT FOR THE THIRD OF FOUR ANNUAL RENEWAL TERMS FOR THE PERIOD COVERING JANUARY 1, 2021 THROUGH DECEMBER 31, 2021 IN THE FUNDED AMOUNT OF \$1,356,816.00; OF WHICH \$300,000.00 WILL BE ABSORBED IN THE CURRENT CONTRACT VALUE, WITH NO INCREASE IN RATES FROM THE PREVIOUS YEAR.)**

**APPROVED**

23. **RESOLUTION APPROVING CHANGE NO. 3 TO CONTRACT NO. 12011, PROFESSIONAL IS (INFORMATION SERVICES) SUPPORT SERVICES WITH CONCH TECHNOLOGIES, INCORPORATED, IN THE FUNDED AMOUNT OF \$1,174,780.00. (THIS CHANGE IS TO RENEW THE CURRENT CONTRACT FOR THE THIRD OF FOUR ANNUAL RENEWAL TERMS FOR THE PERIOD COVERING JANUARY 1, 2021 THROUGH DECEMBER 31, 2021 IN THE FUNDED AMOUNT OF \$1,574,760.00; OF WHICH \$399,980.00 WILL BE ABSORBED IN THE CURRENT CONTRACT VALUE, WITH NO INCREASE IN RATES FROM THE PREVIOUS YEAR.)**

**APPROVED**

24. **RESOLUTION APPROVING CHANGE NO. 3 TO CONTRACT NO. 11951, PROFESSIONAL IS (INFORMATION SERVICES) SUPPORT SERVICES WITH CIBER - AN HTC GLOBAL COMPANY, IN THE FUNDED AMOUNT OF \$1,350,688.00. (THIS CHANGE IS TO RENEW THE CURRENT CONTRACT FOR THE THIRD OF FOUR ANNUAL RENEWAL TERMS FOR THE PERIOD COVERING JANUARY 1, 2021 THROUGH DECEMBER 31, 2021 IN THE FUNDED AMOUNT OF \$1,650,688.00; OF WHICH \$300,000.00 WILL BE ABSORBED IN THE CURRENT CONTRACT VALUE, WITH NO INCREASE IN RATES FROM THE PREVIOUS YEAR.**

**APPROVED**

25. **RESOLUTION AWARDED A PURCHASE ORDER TO BORDER STATES INDUSTRIES, INC., FOR HIGH VOLTAGE CAPACITORS IN THE FUNDED AMOUNT OF \$120,954.00.**

**APPROVED**

26. **RESOLUTION AWARDED CONTRACT NO. 12164, SHAW #5 TRANSFORMER INSTALLATION, TO CONSOLIDATED ELECTRICAL SERVICES, INC., IN THE FUNDED AMOUNT OF \$72,000.00.**

**APPROVED**

27. **RESOLUTION AWARDING CONTRACT NO. 12193, GROUNDS MAINTENANCE AND LANDSCAPING SERVICE, TO ROTOLO CONSULTANTS, INC., IN THE FUNDED AMOUNT OF \$81,224.35.**

**APPROVED**

**ROLL CALL MLGW FISCAL CONSENT ITEMS**

MOTION: Morgan  
SECOND: Carlisle  
AYES: Canale, Carlisle, Colvett, Easter-Thomas, Ford, Johnson, Jones, Logan, Morgan, Smiley, Swearengen and Chairwoman Robinson  
Warren abstained

**APPROVED**

34. **RESOLUTION AMENDING THE COUNCIL EMERGENCY RELIEF PROGRAM. THIS RESOLUTION IS SPONSORED BY THE ADMINISTRATION. (REQUEST FOR SAME NIGHT MINUTES)**

MOTION: Jones  
SECOND: Carlisle  
AYES: Canale, Carlisle, Colvett, Easter-Thomas, Ford, Johnson, Jones, Logan, Morgan, Smiley, Swearengen, Warren and Chairwoman Robinson

**APPROVED**

35. **RESOLUTION ACCEPTING AND APPROPRIATING FEDERAL FY2020 PORT SECURITY GRANT PROGRAM (PSGP) GRANT FUNDS IN THE AMOUNT OF \$274,500.00 FROM THE U.S. DEPARTMENT OF HOMELAND SECURITY. (ALL COUNCIL DISTRICTS). THIS RESOLUTION IS SPONSORED BY THE ADMINISTRATION. (REQUEST FOR SAME NIGHT MINUTES)**

MOTION: Swearengen  
SECOND: Warren  
AYES: Canale, Carlisle, Colvett, Easter-Thomas, Ford, Johnson, Jones, Logan, Morgan, Smiley, Swearengen, Warren and Chairwoman Robinson

**APPROVED**

36. **JOINT RESOLUTION OF THE SHELBY COUNTY BOARD OF COMMISSIONERS AND MEMPHIS CITY COUNCIL APPROPRIATING FUNDS TO THE PARKS AND NEIGHBORHOODS DEPARTMENT FOR GRASS CUTTING AND DEBRIS REMOVAL FROM CERTAIN CEMETERIES LOCATED IN THE CITY OF MEMPHIS FOR FISCAL YEAR FY2021 IN THE TOTAL AMOUNT OF \$15,000.00. THIS ITEM REQUIRES A REALLOCATION/TRANSFER OF FY2021 COMMISSION**

**CONTINGENCY FUNDS IN AN AMOUNT NOT TO EXCEED \$15,000.00 TO THE DIVISION OF PUBLIC WORKS. (ALL COUNCIL DISTRICTS). THIS RESOLUTION IS SPONSORED BY COUNCILMAN FORD. (REQUEST FOR SAME NIGHT MINUTES)**

MOTION: Smiley  
 SECOND: Warren  
 AYES: Canale, Carlisle, Colvett, Easter-Thomas, Ford, Johnson, Jones, Logan, Morgan, Smiley, Swearingen, Warren and Chairwoman Robinson

**APPROVED**

37. **RESOLUTION APPROVING A MLGW CLAIM SETTLEMENT IN THE AMOUNT OF \$300,000.00. THIS RESOLUTION IS SPONSORED BY MLGW DIVISION. (REQUEST FOR SAME NIGHT MINUTES)**

MOTION: Morgan  
 SECOND: Carlisle  
 AYES: Canale, Carlisle, Colvett, Easter-Thomas, Ford, Johnson, Jones, Logan, Morgan, Smiley, Swearingen and Chairwoman Robinson  
 Warren abstained

**APPROVED**

31. **RESOLUTION APPROVING THE 2021 BUDGET OF THE MEMPHIS LIGHT, GAS AND WATER DIVISION FOR OPERATION AND MAINTENANCE EXPENSES AND CAPITAL EXPENDITURES. THIS RESOLUTION IS SPONSORED BY MLGW DIVISION.**

MOTION: Morgan  
 SECOND: Carlisle  
 AYES: Canale, Carlisle, Colvett, Easter-Thomas, Ford, Johnson, Jones, Logan, Morgan, Smiley, Swearingen and Chairwoman Robinson  
 Warren abstained

**APPROVED**

33. **SELECTION OF THE 2021 COUNCIL VICE CHAIRMAN.**

(Councilman Jones nominated Councilwoman Swearingen for 2021 Vice Chairman. This was seconded by Councilwoman Easter-Thomas.)

(Councilwoman Swearingen won by acclamation.)

32. **SELECTION OF THE 2021 COUNCIL CHAIRMAN.**

(Councilman Smiley nominated Councilman Jones for 2021 Chairman. This was seconded by Councilwoman Easter-Thomas.)

(Councilman Ford nominated Councilman Colvett for 2021 Chairman. This was seconded by Councilman Carlisle.)

(Votes for Colvett) - Canale, Carlisle, Colvett, Ford, Johnson, Morgan, Warren and Chairwoman Robinson

(Votes for Jones) – Easter-Thomas, Jones, Logan, Smiley and Swearengen

(Councilman Colvett won the seat for 2021 Chairman.)

(Special Item #1 – Vice Chairman Colvett made a motion to approve same night minutes for Items #8, #11, #12, #34, #35, #36 & #37 from tonight’s meeting.)

MOTION: Colvett  
SECOND: Warren  
AYES: Canale, Carlisle, Colvett, Easter-Thomas, Ford, Johnson, Jones, Logan, Morgan, Smiley, Swearengen, Warren and Chairwoman Robinson

**APPROVED**

Vice Chairman Colvett read the comment card for the following person:  
Don Tummins, 2081 Hickory Crest Drive, Memphis, Tennessee, 38119

(Councilman Colvett made a motion to recess the November 17, 2020 meeting, until December 1, 2020. This was seconded by Councilman Carlisle.)

**RECESSED MEETING AT 5:47 p.m.**

.....  
Upon statement of the Chairman, without objection, the meeting was adjourned, subject to the call of the Chairman.

\_\_\_\_\_  
CHAIRMAN

Attest:

\_\_\_\_\_  
Deputy Comptroller/Council Records

**CITY OF MEMPHIS  
NOTICE OF REGULAR MEETING  
OF  
THE MEMPHIS CITY COUNCIL  
Tuesday, November 17, 2020, 3:32 p.m.**

Due to the declarations of a State of Emergency by the President of the United States, the Governor of Tennessee and the Mayor of Memphis relating to Covid-19 Epidemic the Council has determined that is necessary that the meeting be conducted by electronic or other means of communication in order to protect the health, safety and welfare of the public, City employees, Council staff and Members of the Council.

**THERE WILL BE NO PHYSICAL MEETING**

Attached to this Notice of Meeting are instructions on how members of the public may electronically access the meeting and/or a recording of the meeting and how the public may provide written comments concerning any agenda item or any other matter prior to the meeting.

**INSTRUCTIONS OF STEPS TO VIEW THE November 3, 2020 MEMPHIS CITY COUNCIL MEETING**

Take notice, the Memphis City Council will meet on **Tuesday, November 17, 2020 at 7:00 a.m.** However, due to Coronavirus disease (COVID-19) health and safety concerns, the public is not permitted to attend the meeting in-person. Instead, the public is permitted to participate in the meeting in the following manner: (I) Electronically, via live-stream, (II) Radio, via 88.5 FM (WQOX), and (III) Electronically, via digital archive.

**A. Electronically, via live-stream**

**To view the Tuesday, November 17, 2020 Memphis City Council meeting electronically, via live-stream, follow the steps below:**

- (1) Access the internet,
- (2) Go to the Memphis City Council's "Watch Meetings Online" page at <https://www.memphistn.gov/cms/One.aspx?portalID=11150816&pageID=15334953>
- (3) At 7:00 a.m., click on the November 17, 2020 Memphis City Council meeting
- (4) Begin viewing the November 17, 2020 Memphis City Council meeting electronically via live-stream
- (5) Click on the November 17, 2020 "Agenda" tab to view the agenda documents

**B. Radio, via 88.5 FM (WQOX)**

**To listen to the Tuesday, November 17, 2020 Memphis City Council meeting by radio, via 88.5 FM (WQOX), follow the steps below:**

- (1) Access a radio with FM-capabilities,
- (2) At 3:30 p.m., turn the radio dial to 88.5 FM (WQOX),
- (3) Begin listening to the November 17, 2020 Memphis City Council meeting by radio via 88.5 FM (WQOX)

**C. Electronically, via digital archive**

**To listen to the Tuesday, November 17, 2020 Memphis City Council meeting electronically, via digital archive, follow the steps below:**

- (1) Access the internet **after** the November 17, 2020 Memphis City Council meeting,
- (2) Go to the Memphis City Council's "Archived Videos" page at [https://www.memphistn.gov/government/city\\_council/watch\\_public\\_meetings\\_online/city\\_council\\_archived\\_videos](https://www.memphistn.gov/government/city_council/watch_public_meetings_online/city_council_archived_videos)
- (3) Press play on the November 17, 2020 "City Council Full Meeting" tab
- (4) Begin viewing the November 17, 2020 Memphis City Council meeting electronically via digital archive
- (5) Click on the November 17, 2020 "Agenda" tab to view the agenda documents
- (6) Click on the November 17, 2020 "Minutes" tab to view the meeting minutes

**Note: Public comments may be submitted to the Memphis City Council twenty-four (24) hours prior to the November 17, 2020 meeting. To submit your public comment, please email [Patrice.robinson@memphistn.gov](mailto:Patrice.robinson@memphistn.gov) with your (a) full name, (b) full street address, (c) phone number, (d) agenda item, if applicable, and (e) comment. For more information, please call (901) 636-6786.**

**Thank you for your patience during this time. We look forward to continuing our work on your behalf as a thirteen-member council working to make Memphis a safe, healthy, and prosperous city for all!**

**With earnest appreciation,**



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**Patrice Jordan Robinson  
Chairwoman, Memphis City Council**