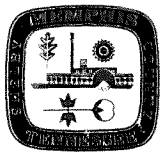


City of Memphis



JIM STRICKLAND
MAYOR

TENNESSEE

February 11, 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:

Sharonda Hampton

be reappointed to the Pension Board of Administration with a term expiring December 31, 2021.

I have attached biographical information.

Sincerely,

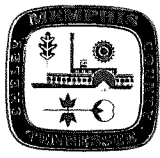
A handwritten signature in black ink, appearing to read "Jim Strickland", written over a circular stamp.

Jim Strickland
Mayor

JSS/sss

Cc: Council Members

City of Memphis



JIM STRICKLAND
MAYOR

TENNESSEE

February 11, 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:

Paula Polite

be reappointed to the Pension Board of Administration with a term expiring December 31, 2021.

I have attached biographical information.

Sincerely,

A handwritten signature in black ink, appearing to read "Jim Strickland", written over a circular stamp.

Jim Strickland
Mayor

JSS/sss

Cc: Council Members



T-159

City Council Item Routing Sheet

Division: Finance

Committee: Finance and Budget

Hearing Date: February 18, 2020

Ordinance

Resolution

Grant Acceptance

Commendation

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

Budget Amendment

Item Description (Not the caption, but what does it do): **FY20 3rd quarter budget adjustment resolution.**

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:

Does this item require city expenditure?

\$10,225,000 – General Fund

\$2,500,000 – State Street Aide Fund

Source and Amount of Funds: **General Fund reserves and State Street Aide**

Approvals

Director

Date

[Signature]
2/11/2020

Division Chief

Date

[Signature]
02/11/2020

Chief Operating Officer

Date

Budget Manager

Date

[Signature]
12/11/2020

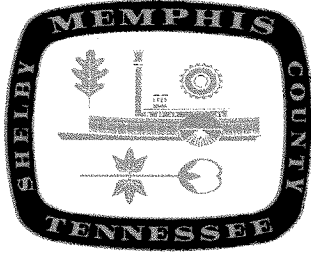
Council Committee Chair

Date

Chief Legal Officer/City

Attorney

Date



Memphis City Council Summary Sheet

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

Resolution to amend FY 20 budget for the 3rd quarter.

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.

Changes the original budget appropriation ordinance.

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

No contract required.

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

Budget amendment required.



Fiscal Year (FY) 2020 3rd Quarter Budget Adjustment Resolution.

WHEREAS, the Finance Division continuously monitors the City's financial performance and its anticipated spending relative to its adopted budget, for all funds; and

WHEREAS, in conjunction with the Finance Division, each Division of City Government periodically reviews its current revenues, expenditures, and projected outcomes for their Division, and other Operating Funds which are not a part the General Fund; and

WHEREAS, based on the second quarter review, opportunities to amend existing budget appropriations in the third quarter have been identified; and

WHEREAS, it is necessary to amend the Fiscal Year 2020 General Fund budget to increase appropriations in several Divisions with transfers from other Divisions, or the use of fund balance; and

WHEREAS, it is also necessary to amend the Fiscal Year 2020 budget in the Other Post Employment Benefit Fund (OPEB), and HUB Community Impact Fund to increase their appropriations; and

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Memphis that the expenditures of the following be amended:

General Fund Intra Division Adjustments

- Executive – To fund the Memphis Public Service Corp (MPSC): Intra Division reclass of \$449,931 from the part-time salaries budgets of several Divisions, and the transfer of two positions from Library and two positions from the Mayor's Office.

Use of General Fund Balance Adjustments

- OPEB – To increase appropriations for health claims exceeding budget: Inter fund transfer of \$3,500,000 from General Fund reserves;
- MATA – To increase appropriations for operational cash flow: Inter fund transfer of \$6,700,000 from General Fund reserves.

Inter Fund Transfer Adjustments

- MATA – To increase appropriations for operational cash flow: Inter fund transfer of \$2,500,000 from the State Street Aide Fund (IMPROVE Act) to the General Fund;
- Homeless Programs -To provide the balance of funds required for the FY20 payment to the Homeless Shelter initiative: Funding of \$25,000 From Grants and Agencies in the General Fund to the HUB Community Impact Fund.

A resolution to amend Memphis City Council Community Grant Program for FY2021

WHEREAS, the Memphis City Council desires to promote community programming and improve neighborhoods; and

WHEREAS, the Tenn. Code Annotated § 6-64- 111, empowers the Memphis City Council to appropriate funds for the financial aid of nonprofit organizations working to promote the general welfare of Memphis residents; and

WHEREAS, nonprofit organizations and citizens work together to meet the needs of Memphians in need by extending the reach of City of Memphis Services; and

WHEREAS, The Memphis City Council recognizes nonprofit agencies as valued partners in the continuing efforts to improve the lives of Memphians; and

WHEREAS, it is important to the members of the Memphis City Council to prioritize funding specialized programs congruent with the needs of the City, the Memphis City Council will be cognizant of financial requests that exceed more than thirty percent of their total operating budget; and

WHEREAS, the Memphis City Council seeks to create a transparent process for the publication, application, and selection process for deserving nonprofit organizations within our City; and

WHEREAS, government grants are funded by tax dollars, so stringent compliance and reporting measures will be in place to ensure the money is well-spent must be put in place.

NOW, THEREFORE BE IT RESOLVED that the Memphis City Council does hereby create the Memphis City Council Community Grant Program for FY21 (July 1, 2020 – June 30, 2021), establishing a policy for meeting the needs of citizens and nonprofit requests for financial assistance as set for below

Budget Hearings

Nonprofit Organizations and Agencies working to improve the general welfare of citizens will have the opportunity to apply to the Memphis City Council Community Grant Program. The funding decisions of the Memphis City Council are final and subject to the availability of funds.

Eligibility

All applicants shall be a tax exempt 501(c)(3) organization with an official address listed within the City of Memphis and have been in operation for two years prior to the application. The organization must provide proof of current programming and successful track record in providing the services for which they are requesting funding within the City of Memphis. Additionally, the organization must attend at least one Grant Writing Workshop. The funding requests should address one of the following City of Memphis priorities: Crime and Drug Prevention, Youth Empowerment, Economic Development, and Poverty. The organizations must be in compliance with State requirements and show proof of current certification status. The funds shall only be used for public use and applicants cannot be used for political activities, to support any election or campaign or political party; or to support any group or activity that discriminates based on race, color, religion, sex, national origin, disability, or age. The Memphis City Council will not accept financial requests that exceed more than thirty percent of total operating budget.

Application

All agencies requesting funding shall submit a complete application and presentation. Proof of nonprofit status and financial information must be submitted with an application, a presentation that further clarifies the goals of the organization with their requested funds, and confirmation of attendance at one of the offered Grant Writing Workshop. Applications and presentations shall be submitted online using a link on the Memphis City Council website or delivered to the Memphis City Council Office, Attn: City Council Budget Committee 125 N. Main St., Suite 514 Memphis, TN 38103. Applications will be available April 1 – April 30, 2020. All completed applications must be submitted and received by Thursday, April 30, 2020 at 12:00 pm.

Application Review

All applications will be reviewed by the Selection Committee. The Budget Chairman will select the members of the Selection Committee. The Selection Committee will review applications with the input of all Budget Committee Members. The Selection Committee shall submit the list of qualified agencies for City Council Review during FY21 Budget Hearings. All applicants must submit the most recent Charitable Organizations filing, IRS Form 990EZ or 990, and complete presentation using the template provided by the City Council at the time of application submission. The Selection Committee will evaluate applications and presentations to ensure all applications are complete, address a public need, show proof of current nonprofit status, and a history of community involvement. Priority will be given to first-time applicants.

Grant Writing Workshop and Budget Presentation

All agencies will be required to attend a Grant Writing Workshop to be considered for a grant. Returning and first-time applicants are both required to attend the Grant Writing Workshop. The course will help guide applicants through the application process to ensure that the proper documents and information are provided to ensure a facile application process. The Grant Writing Workshop will explain application requirements such as funding requests and an overview of the requirements within the budget presentations. The workshop will serve as an opportunity for applicants to clarify any questions concerning the application. All applicants will be required to submit a mock application to ensure that they understand the process of applying for a grant. Upon the completion of a workshop, all agencies will need to submit proof of their attendance. Failure to attend a workshop will result in an incomplete application.

All agencies presenting before the Budget Committee during the FY21 Budget Hearings will have an allotted time to make a budget presentation. The City Council provided template shall be used during the presentation. The template will include space to provide current contact information, how the requested funds will be used to enhance the quality of life for citizens, and financial reporting documents.

Grant Disbursement

Funds will be disbursed in two payments during the fiscal year. Upon completion of agreement between the grant recipient and the City of Memphis, fifty percent (50%) of the grant award will be disbursed. Grant recipients must submit a mid-year grant report to the Memphis City Council and City of Memphis Finance Office by December 15, 2020. This report shall include an accounting of funds spent,

proof of public use, and current nonprofit status. All grant recipients will make a presentation before the Budget Committee of the Memphis City Council. Upon favorable review of report and presentation, the City of Memphis Finance Office will disburse the remaining fifty percent (50%) of the grant award. Grant recipients shall submit a final grant report by May 1, 2021.

Any approved applications for grant funds will be included in the FY21 Budget. All grant recipients are required to comply with the financial guidelines set forth by the City of Memphis Finance Office. Failure to comply with the financial guidelines and attend a grant writing workshop may result in forfeiture of Grant Award. Every grant recipient must accept the funds and complete an agreement with the City of Memphis Finance Department.

NOW THEREFORE, BE IT FURTHER RESOLVED the Memphis City Council does hereby create the Memphis City Council Community Grant Program for FY21 (July 1, 2020 – June 30, 2021), establishing a policy for meeting the needs of citizens and nonprofit requests for financial assistance as set forth in this resolution and the Memphis City Council Community Grant Application.

Sponsors:

Martavius Jones

Grant Program Step by Step

Step 1- Approval of Grant Resolution

- a. All members can submit any changes or amendments to the program prior to approval.

Step 2- Publication of Application

- a. Once the Resolution is approved, an email with the link to application will be sent to all parties.
- b. The application period will be determined by the Grant Resolution. As currently written, the application period will be between April 1 and April 30, 2020 at 12:00 pm.
- c. Please send the names and emails of any agencies that you would like to be included on the email list. To date we have 167 names on the email list to receive an application. Staff has been asked to send the email and name of any agencies interested in grant funding as well.

Step 3- Application Submission

- a. All applicants must apply within the published time frame. Please encourage any agencies in your area to apply early to ensure an on-time submission.
- b. Four or Five Grant Writing workshops will be held in March and early April. The Grant Writing Certificate must be submitted with the application.
- c. Applicants may submit their application online, to citycouncilstaff@memphistn.gov, or in office. Incomplete applications will not be accepted. Complete applications must have the following
 - o Grant Application
 - o Documentation of non-profit, charitable, or civic organizational status. Examples of acceptable documentation include a 501(c)(3) determination letter issued by the federal government OR a IRS issued tax exempt number OR Documentation of registration with the Tennessee Secretary of State as a non-profit organization;
 - o Most recent 990 filing or 990 EZ postcard
 - o Agency PowerPoint Presentation using City Council Template (Budget included)
 - o Certificate of Completion at a Grant Writing Workshop

Step 4- Application Review

- a. The Budget Chairman will convene the Selection Committee. All Budget Committee members can be a part of the Selection Committee or submit their requests/input directly to the Chair. The purpose of the Selection Committee is to screen the applications to ensure efficient use of Council time during Grantee Presentations. The Selection Committee will recommend agencies to present during the FY21 Budget Hearings. Agencies are required to include the total operating budget and budget for requested grant funds.
- b. All agencies selected to present before the Budget Committee will be notified of the date and time for their presentation.
- c. All agencies that are not selected to present before the Budget Committee will be notified.

Step 5- Budget Hearings

- a. All agencies will present to the Budget Committee. Councilmembers will have the opportunity to ask question.
- b. Councilmembers will approve the total allocation at the end of the grant process.

Step 6- Grant Disbursement

- a. Upon Council approval all grantee recipients will receive a letter and contract request from the Department of Finance. Grant recipients must complete the contract and requested forms to receive 1st disbursement which will be equal to 50% of grant award.
- b. All grant recipients are required to submit Mid-Year Report to the Budget Committee. Once the mid-year report is submitted, grant recipients will receive 2nd disbursement, which will be the remaining 50% of grant award.



Resolution to transfer \$2,904,618.49 of G.O. Bond allocations and appropriations from various Capital Improvement Projects to the Fairgrounds Redevelopment Phase II.

WHEREAS, the City of Memphis has begun the second phase of the redevelopment effort of the area commonly known as the Fairgrounds, this phase being centered around the creation of a Sports and Events Complex that will further Memphis' participation in the youth and amateur sports tourism market (currently estimated as a \$15 billion annual industry), along with a mixed-use private development project of supportive hospitality, entertainment, and retail, with the goal of creating a new amenity and unique entertainment district that will serve both residents and tourists alike (the "Fairgrounds Redevelopment Phase II"); and

WHEREAS, funding is required for the pre-development costs for the Fairgrounds Redevelopment, including program management, securing project financing, and architecture and engineering design for the sports and events complex, campus infrastructure improvements, and an associated mixed-use development of supportive retail and hospitality (the "Predevelopment Costs"); and

WHEREAS, funding is required for the aforementioned infrastructure improvements to the Fairgrounds campus, including but not limited to, improvements to the public rights of way within and on the perimeter of the campus, improved landscaping, mass grading, and utility improvements (the "Campus Infrastructure Improvements"), which will support the development of the new Sports and Events Complex and the proposed private development of supportive retail and hospitality, as well as making the campus a safer and more pleasing environment for existing Fairgrounds tenants, users, and visitors; and

WHEREAS, funding is required for the improvement, addition, and relocation of public green spaces, athletic fields, and parking on and adjacent to the Fairgrounds campus; and

WHEREAS, the Memphis City Council included the Fairgrounds Public Green Space, project number CD01085, as part of the FY2011 Capital Improvement Program Budget for the demolition of old structures on the Fairgrounds campus and the development of Tiger Lane, and said project is now complete, leaving an available balance of \$10,928.12; and

WHEREAS, the Memphis City Council approved the allocation and appropriation of \$12,000,000.00 on January 8, 2013, for Liberty Bowl Stadium Phase II, project number CD02010, a series of improvements at the Liberty Bowl Memorial Stadium related to the Americans with Disabilities Act (the ADA), and said project is now complete, leaving an available balance of \$1,048,044.37; and

WHEREAS, the Memphis City Council approved the allocation and appropriation of \$4,800,000.00 on December 15, 2015, for Liberty Bowl Stadium Phase III, project number CD02012, for seating improvements at the Liberty Bowl Memorial Stadium, and said project is now complete, leaving an available balance of \$119,646.00; and

WHEREAS, the Memphis City Council included the Liberty Bowl Upper East Concessions, project number PK10021, as part of the FY2010 Capital Improvement Program Budget for the renovation of the upper east concessions area and restrooms, and said project is now complete, leaving an available balance of \$1,726,000.00; and

WHEREAS, the above-listed projects have a collective balance of **\$2,904,618.49** in G.O. Bond allocations and appropriations that is available to be transferred from the above-listed project numbers to other capital improvement projects;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the Fiscal Year 2020 Capital Improvement Budget be and is hereby amended by transferring **\$2,904,618.49** of G.O. Bond allocations and appropriations from the capital improvement projects noted below to the Fairgrounds Redevelopment Phase II, project number to be assigned.

CD01085	Fairgrounds Public Green Space	\$ 10,928.12
CD02010	Liberty Bowl Stadium Phase II	\$ 1,048,044.37
CD02012	Liberty Bowl Stadium Phase III	\$ 119,646.00
PK10021	Liberty Bowl Upper East Concessions	\$ 1,726,000.00



Memphis City Council Summary Sheet

- 1. Description of the Item (Resolution, Ordinance, etc.)**
Obsolete Equipment Replacement
- 2. Initiating Party (e.g. Public Works, at request of City Council, etc.)**
Information Services
- 3. State whether this is a change to an existing ordinance or resolution, if applicable.**
- 4. State whether this requires a new contract, or amends an existing contract, if applicable.**
- 5. State whether this requires an expenditure of funds/requires a budget amendment.**
Requires appropriation of \$1,141,333.00. No budget amendment required.



A Resolution to appropriate \$1,141,333.00 for CIP Project #IS01007, Obsolete Equipment Replacement

WHEREAS, the Council of the City of Memphis did include the Obsolete Equipment Replacement Project CIP Project Number IS01007, as part of the Fiscal Year 2015 Capital Improvement Budget and;

WHEREAS, Information Services has an ongoing project that commenced in July 2008 to replace obsolete desktops and other ancillary equipment at an estimated project cost of \$13,000,000.00. Project scheduled to be completed in Fiscal Year 2023 with additional out years. To date, \$11,858,667.00 has been allocated and appropriated, and;

WHEREAS, it is necessary to appropriate \$1,141,333.00 in General Obligation Bond funding for CIP Project IS01007, Obsolete Equipment Replacement and;

NOW, THEREFORE, BE IT RESOLVED *by the Council of the City of Memphis that there be and is hereby appropriated \$1,141,333.00 in General Obligation Bonds chargeable to the Fiscal Year 2020 Capital Improvement Budget.*



Memphis City Council Summary Sheet

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

Treasury Tax System replacement

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

Information Services

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

[Click here to enter text.](#)

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

[Click here to enter text.](#)

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

Requires appropriation of \$2,250,000.00. No budget amendment required.



A Resolution to appropriate \$2,250,000.00 for CIP Project #IS01082, Treasury Tax System

WHEREAS, the Council of the City of Memphis did include the Treasury Tax System, CIP Project Number IS01082, as part of the Fiscal Year 2020 Capital Improvement Budget and;

WHEREAS, Information Services has an ongoing project that commenced in December 2018 to replace an outdated Treasury Tax System at an estimated project cost of \$4,750,000.00 and;

WHEREAS, it is necessary to appropriate \$2,250,000.00 in General Obligation Bond funding for CIP Project IS01082, Treasury Tax System and;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that there be and is hereby appropriated \$2,250,000.00 in General Obligation Bonds chargeable to the Fiscal Year 2020 Capital Improvement Budget.



Memphis City Council Summary Sheet

- 1. Description of the Item (Resolution, Ordinance, etc.)**
Telephone System Upgrade
- 2. Initiating Party (e.g. Public Works, at request of City Council, etc.)**
Information Services
- 3. State whether this is a change to an existing ordinance or resolution, if applicable.**
- 4. State whether this requires a new contract, or amends an existing contract, if applicable.**
- 5. State whether this requires an expenditure of funds/requires a budget amendment.**
Requires appropriation of \$1,700,000.00. No budget amendment required.



A Resolution to appropriate \$1,700,000.00 for CIP Project #IS01062, Telephone System Upgrade

WHEREAS, the Council of the City of Memphis did include the Telephone System Upgrade Project CIP Project Number IS01062, as part of the Fiscal Year 2013 Capital Improvement Budget and;

WHEREAS, Information Services has an ongoing project that commenced in July 2010 to replace an outdated telephone system at an estimated project cost of \$5,300,000.00. Project scheduled to be completed in Fiscal Year 2022. To date, \$1,100,000.00 has been allocated and appropriated, and;

WHEREAS, it is necessary to appropriate \$1,700,000.00 in General Obligation Bond funding for CIP Project IS01062, Telephone System Upgrade and;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that there be and is hereby appropriated \$1,700,000.00 in General Obligation Bonds chargeable to the Fiscal Year 2020 Capital Improvement Budget.



Memphis City Council Summary Sheet

- 1. Description of the Item (Resolution, Ordinance, etc.)**
Desktop Application Infrastructure Upgrade
- 2. Initiating Party (e.g. Public Works, at request of City Council, etc.)**
Information Services
- 3. State whether this is a change to an existing ordinance or resolution, if applicable.**
- 4. State whether this requires a new contract, or amends an existing contract, if applicable.**
- 5. State whether this requires an expenditure of funds/requires a budget amendment.**
Requires appropriation of \$500,000.00. No budget amendment required.



A Resolution to appropriate \$500,000.00 for CIP Project #IS01083, Desktop Application Infrastructure Upgrade

WHEREAS, the Council of the City of Memphis did include the Desktop Application Infrastructure Upgrade CIP Project Number IS01083, as part of the Fiscal Year 2020 Capital Improvement Budget and;

WHEREAS, Information Services has an ongoing project that commenced in June 2018 to replace obsolete desktop and application hardware and software at an estimated project cost of \$3,200,000.00. Project scheduled to be completed in Fiscal Year 2023. To date, \$1,200,000.00 has been allocated and appropriated, and;

WHEREAS, it is necessary to appropriate \$500,000.00 in General Obligation Bond funding for CIP Project IS01083, Desktop Application Infrastructure Upgrade and;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that there be and is hereby appropriated \$500,000.00 in General Obligation Bonds chargeable to the Fiscal Year 2020 Capital Improvement Budget.



Memphis City Council Summary Sheet

- 1. Description of the Item (Resolution, Ordinance, etc.)**
Network Infrastructure Upgrade
- 2. Initiating Party (e.g. Public Works, at request of City Council, etc.)**
Information Services
- 3. State whether this is a change to an existing ordinance or resolution, if applicable.**
- 4. State whether this requires a new contract, or amends an existing contract, if applicable.**
- 5. State whether this requires an expenditure of funds/requires a budget amendment.**
Requires appropriation of \$500,000.00. No budget amendment required.



A Resolution to appropriate \$500,000.00 for CIP Project #IS01084, Network Infrastructure Upgrade

WHEREAS, the Council of the City of Memphis did include the Network Infrastructure Upgrade CIP Project Number IS01084, as part of the Fiscal Year 2020 Capital Improvement Budget and;

WHEREAS, Information Services has an ongoing project that commenced in June 2018 to upgrade obsolete network hardware and software at an estimated project cost of \$1,900,000.00. Project scheduled to be completed in Fiscal Year 2021. To date \$1,200,000.00 has been allocated and appropriated, and;

WHEREAS, it is necessary to appropriate \$500,000.00 in General Obligation Bond funding for CIP Project IS01084, Network Infrastructure Upgrade and;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that there be and is hereby appropriated \$500,000.00 in General Obligation Bonds chargeable to the Fiscal Year 2020 Capital Improvement Budget.

**RESOLUTION OF THE MEMPHIS CITY COUNCIL
APPROVING TERMINATION OF SUBLEASE, ASSIGNMENT OF GROUND LEASE
AND AMENDMENT TO CERTAIN DOUCMENTS RELATING TO SHERATON
MEMPHIS DOWNTOWN / CONVENTION CENTER HOTEL**

WHEREAS, on or about December 29, 1997, September 14, 1998, and April 19, 2017 by quitclaim deeds to the Memphis Center City Revenue Finance Corporation ("CCRFC"), the City of Memphis (the "City") and Shelby County Government (the "County") transferred to CCRFC the property upon which the hotel commonly known as the Sheraton Memphis Downtown Hotel (the "Hotel Property") is now situated; and

WHEREAS, the City and the County entered into a Lease Agreement on December 30, 1997, as amended and restated in its entirety by that certain Amended and Restated Lease Agreement dated as of April 14, 1998, and as further amended (as amended, the "Ground Lease"), pursuant to which CCRFC leases the Hotel Property to the City;

WHEREAS, pursuant to that certain Agreement of Lease originally entered into on June 19, 1982, as amended and restated in its entirety by that certain Amended and Restated Agreement of Lease dated as of April 14, 1998, and as further amended (as amended, the "Sublease", and together with the Ground Lease, the "Lease"), Host Hotels & Resorts, L.P. (the "Original Owner") subleased the Hotel Property from the City;

WHEREAS, Hotel Memphis, L.P. (the "Hotel Owner") has succeeded to the interest of the Original Owner under the Sublease and its right, title and interest in and to the Hotel Property; and

WHEREAS, Hotel Memphis Opco, L.P. (the "Hotel Operator") operates the Hotel Property on behalf of the Hotel Owner; and

WHEREAS, Hotel Owner and Hotel Operator are desirous of expanding their Hotel operations located on North Main Street in downtown Memphis, Tennessee, and the City, DMC, and CCRFC support the efforts of the Hotel Owner and Hotel Operator in those endeavors to help with expanding the operations of the Hotel Property in downtown Memphis through both expansion and renovation of the Hotel; and;

WHEREAS, having superior hotel amenities and an overall improvement to the area around the newly renovated Convention Center is deemed to be in the best interests of the Citizens of the City of Memphis;

WHEREAS, to accomplish the foregoing, The City Administration and the Hotel Owner and the Hotel Operator seek approval of City Council of the City's execution and delivery of the following transaction documents (collectively, "**Transaction Documents**"):

- Assignment and Assumption Agreement (Ground Lease) by and between the Hotel Owner and the City, and joined in by CCRFC, pursuant to which the City will assign its rights under the Ground Lease to the Hotel Owner, including without limitation the right to purchase the property pursuant to the Ground Lease upon the termination of the Ground Lease;

- Termination of Sublease by and between the City and the Hotel Owner;
- Amendment to Convention Center/Hotel Agreement by and among the Hotel Operator, Schulte Hospitality Group, Inc. (in its capacity as Hotel Manager), the City, Memphis Cook Convention Center (the "Convention Center Owner"), and Memphis Management Group, LLC (the "Convention Center Manager"); and
- Amendment to Food and Beverage Services Agreement by and among Schulte Catering Memphis, LLC (an affiliate as Hotel Owner), the City, the Convention Center Owner, the Convention Center Manager, and Schulte Hospitality Group, Inc. (in its capacity of F&B Manager).

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MEMPHIS, the form, terms and provisions of the Termination of Sublease, the Assignment and Assumption Agreement (Ground Lease), the Amendment to Convention Center/Hotel Agreement, and the Amendment to Food and Beverage Services Agreement presented to this Council are hereby approved, and all terms and provisions thereof.

BE IT FURTHER RESOLVED that the City Council, acting on behalf of the City, hereby authorizes and approves the execution and delivery of the Transaction Documents, and the Mayor of the City of Memphis and each other individual executing and delivering the Transaction Documents on behalf of the City be, and hereby is, authorized and directed to execute and deliver the Transaction Documents in substantially the same form as presented to Council, with such changes, insertions, or omissions as may be deemed reasonably necessary by persons executing the same, upon advice of counsel, to accomplish the purposes of the transaction contemplated therein and in this Resolution and shall not be inconsistent with or contrary to such purposes; and

BE IT FURTHER RESOLVED that the Mayor is directed to provide copies of the Transaction Documents to the City Council after they have been executed for the Council's records.

BE IT FURTHER RESOLVED that this Resolution shall become effective immediately upon adoption by the City Council.

SPONSOR: CITY ADMINISTRATION

**PATRICE ROBINSON
CHAIRWOMAN**

**SECOND AMENDMENT
TO
CONVENTION CENTER/HOTEL AGREEMENT**

This SECOND AMENDMENT TO CONVENTION CETER/HOTEL AGREEMENT (the “Second Amendment”) is made effective as of the ____ day of January, 2020, (the “Effective Date”), by and among the City of Memphis, a Tennessee municipal corporation (the “City”), acting through its duly authorized administrator, Memphis Cook Convention Center Commission (the “Owner”), Memphis Management Group, LLC, a Tennessee limited liability company, that is the successor in interest to SMG, acting solely in its capacity as facility manager under contract to the Owner (“MMG”), Hotel Memphis Opco, L.P., successor in interest to Host Hotels & Resorts, L.P. and CCMH Memphis LLC (the “Hotel Owner”), and Schulte Hospitality Group, Inc., successor in interest to Davidson Hotel Company LLC, a Delaware limited liability company d/b/a Davidson Hotels & Resorts (the “Hotel Operator”).

RECITALS

A. Pursuant to a certain Convention Center/Hotel Agreement, dated as of April 14, 1998, as amended by a certain letter agreement dated as of January 31, 2003, and a certain First Amendment to Convention Center/Hotel Agreement, dated as of August 12, 2013 (as amended the “CCA”), the parties have agreed to certain terms regarding the management of the Memphis Cook Convention Center and an adjacent hotel.

B. The parties wish to amend the terms of the CCA as set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the matters set forth in the Recitals above and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Definitions. All capitalized terms used in this Second Amendment, unless otherwise expressly defined (or redefined) herein, shall have the meanings ascribed to them in the CCA.

2. Amendment. The CCA is hereby amended by deleting Section 7.01 and inserting the following in its place.

Section 7.01 Term. (a) The term (the “Term”) of this Agreement shall be for a period commencing on the Effective Date and continuing until the earliest of (i) April 14, 2097, or (ii) such date on which the Hotel is no longer used for Hotel Purposes.

(b) Upon expiration or sooner termination of this Agreement, all obligations and liabilities of the parties hereunder shall terminate and be of no further force or

effect except for those obligations and liabilities which expressly survive the termination hereof.

3. Counterparts. This Second Amendment may be executed in multiple counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument.

4. No Other Amendments. Except as amended hereby, the CCA is hereby ratified and confirmed in all respects by the parties.

5. No Other Parties' Approvals Required. Attached hereto as Exhibit "A" is the April, 2017 Assignment and Assumption Agreement to the CCA in which, among other provisions, Hotel Memphis Opco, L.P. became the sole assignee of the CCA, and as such, assumed all of Assignor's (as defined in the April, 2017 Assignment and Assumption Agreement) rights and interests as 'Hotel Owner' in, to and under the CCA.

{signature pages follow}

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF MEMPHIS

By: _____
Mayor Jim Strickland
Mayor of Memphis

MEMPHIS COOK CONVENTION CENTER,
administrator for the City of Memphis

By: _____
Printed Name: _____
Title: _____

MEMPHIS MANAGEMENT GROUP, LLC

By: _____
Printed Name: _____
Title: _____

{signature pages continue}

HOTEL MEMPHIS Opco, L.P.,
a Delaware limited partnership

By: Hotel Memphis GP, L.L.C., a Delaware limited
liability company, its general partner

By: SHG SCG II Opco Holdings, L.P., a Delaware
limited partnership, its sole member

By: SHG SCG II Opco Holdings GP, L.L.C., a
Delaware limited liability company, its
general partner

By: SHG SCG Ventures II, L.P., a
Delaware limited partnership, its sole
member

By: S & S GP Interests II, LLC, a
Kentucky limited liability company,
its general partner

By:
Name: _____
Title: _____

{signature pages continue}

SCHULTE HOSPITALITY GROUP, INC.,
an Illinois corporation

By: _____
Printed Name: _____
Title: _____

EXHIBIT “A”

April, 2017 Assignment and Assumption Agreement to the Convention Center/Hotel Agreement



Tom Leatherwood
Shelby County Register / Archives

As evidenced by the instrument number shown below, this document
has been recorded as a permanent record in the archives of the
Office of the Shelby County Register.

17039383

04/20/2017 - 03:45 PM

11 PGS

FRED	1591967-17039383
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	55.00
DP FEE	2.00
REGISTER'S FEE	0.00
WALK THRU FEE	0.00
TOTAL AMOUNT	57.00

TOM LEATHERWOOD

REGISTER OF DEEDS SHELBY COUNTY TENNESSEE

Prepared By:
James C. Warner, Esq.
Martin, Tate, Morrow & Marston, PC
6410 Poplar Ave., Suite 1000
Memphis, TN 38119

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("**Assignment**") is made and entered into effective as of April 19, 2017 ("**Effective Date**"), by and between HOST HOTELS & RESORTS, L.P., a Delaware limited partnership ("**Assignor**"), as successor in interest to HMH Properties, Inc., and HOTEL MEMPHIS, L.P., a Delaware limited partnership ("**Assignee**"), having an address c/o Schulte Hospitality Group Inc., 2120 High Wickham Place - Suite #200, Louisville, Kentucky 40245, and a telephone number of (502) 489-3737, and is joined in for the purposes hereinafter set forth by the CITY OF MEMPHIS, TENNESSEE, a municipal corporation ("**City**"), and by MEMPHIS CENTER CITY REVENUE FINANCE CORPORATION, a public not-for-profit corporation of the State of Tennessee ("**Ground Lessor**").

RECITALS:

A. Ground Lessor and the City are now the lessor and lessee, respectively, under that certain Amended and Restated Lease Agreement dated as of April 14, 1998 by and among the Ground Lessor, as lessor, and the City and the County of Shelby, Tennessee (the "**County**"), collectively as tenant, joined in by the Assignor as applicant, and recorded as Instrument No. HW5726 in the Register's Office of Shelby County, Tennessee ("**Register's Office**"), as affected by Assignment and Assumption of Interest in Lease dated as of September 30, 2011 by and between the County, as assignor, and the City, as assignee, joined in by Ground Lessor and Assignee, and recorded in the Register's Office as Instrument No. 12134183, as amended by First Amendment to Lease Agreement dated November 9, 2012 by and among Ground Lessor, the City and Assignor, recorded in the Register's Office as Instrument No. 12134185, and as further amended by Second Amendment to Lease Agreement dated as of even date herewith by and among Ground Lessor, the City and Assignor, to be recorded in the Register's Office on or about the date hereof and prior to the recordation of this Assignment (the aforementioned documents being collectively referred to herein as the "**Ground Lease**"). Pursuant to the Ground Lease, the Ground Lessor is now leasing to the City the Real Property (as defined in the Ground Lease).

B. The City and Assignor are now the sublandlord and subtenant, respectively, under that certain Amended and Restated Agreement of Lease dated as of April 14, 1998, a memorandum of which is recorded as Instrument No. HT2689, as affected by Assignment and Assumption of Interest in Sublease dated as of September 30, 2011 by and between the County, as assignor, and the City, as assignee, recorded in the Register's Office as Instrument No. 12134184, as amended by First Amendment to Amended and Restated Agreement of Lease dated November 9, 2012, as further affected by Letter Agreement between the City and Assignor

RECORDING REQUESTED BY
FIRST AMERICAN TITLE INSURANCE CO.
NATIONAL COMMERCIAL SERVICES

NCS-833589-SA1

dated May 14, 2013, and as further amended by Second Amendment to Amended and Restated Agreement of Lease dated as of even date herewith by and between the City and Assignor, to be recorded in the Register's Office on or about the date hereof and prior to the recordation of this Assignment (the aforementioned documents being collectively referred to herein as the "Ground Sublease"). Pursuant to the Ground Sublease, the City has subleased to Assignor the Land (as defined in the Ground Sublease and as described in Exhibit A attached hereto and incorporated herein by reference), together with all easements and other rights pertaining thereto and the Improvements (as defined in the Ground Sublease). A Memorandum of the Ground Sublease has been recorded as Instrument No. 12134186 in the Register's Office.

C. All capitalized terms used in this Assignment, unless otherwise expressly defined (or redefined) herein, shall have the meanings ascribed to them in the Ground Sublease.

NOW, THEREFORE, in consideration of the matters set forth in the Recitals above and the undertakings and agreements hereinafter set forth, and of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration exchanged among the parties hereto, the receipt and sufficiency of all of which is hereby acknowledged, the parties hereby agree as follows:

1. As of the Effective Date, Assignor hereby assigns, transfers, conveys and sets over unto Assignee all of Assignor's rights and interests as "Applicant" in, to and under the Ground Lease, and all of the Assignor's right, title and interest as "Tenant" in, to and under the Ground Sublease.

2. As of the Effective Date, Assignee hereby accepts the foregoing assignment and hereby assumes all of the Assignor's obligations as applicant in, to and under the Ground Lease, and all of the Assignor's obligations as subtenant in, to and under the Ground Sublease, in each case to the extent first arising and accruing from and after the Effective Date.

3. Pursuant to Section 3.06(a) of the Ground Lease, Ground Lessor joins this Assignment for the purpose of consenting to the assignment of Assignor's interest in the Ground Lease and the Ground Sublease to Assignee. Ground Lessor acknowledges and agrees that upon the execution and delivery of this Assignment, Assignor shall be relieved of any further liability under the Ground Lease and Ground Sublease that has not already accrued thereunder.

4. Pursuant to Section 10.05 of the Ground Sublease, the City joins this Assignment for the purpose of consenting to Schulte Hospitality Group, Inc., an Illinois corporation (including any affiliates thereof), as the successor Hotel Manager (as defined in the Ground Sublease) for the Hotel. Further, the City acknowledges and agrees that upon the execution and delivery of the Assignment, Assignor shall be relieved of any further liability under the Ground Sublease that has not already accrued thereunder.

5. This Assignment, and the rights and obligations of the parties hereunder, shall be construed and governed in accordance with the laws of the State of Tennessee.

6. This Assignment shall be binding upon and inure to the benefit of the parties hereto, and their respective successors in interest and assigns.

7. This Assignment may be executed in multiple or separate counterpart copies, each of which shall be deemed an original, but all of which when taken together shall constitute but one agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.

**SEPARATE SIGNATURE AND ACKNOWLEDGMENT PAGES FOLLOW
REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

Assignment and Assumption Agreement

Assignor's Signature and Acknowledgement Page

IN WITNESS WHEREOF, Host Hotels & Resorts, L.P., a Delaware limited partnership, has caused this Assignment to be duly executed by its general partner on its behalf, to be effective as of the Effective Date set forth above.

HOST HOTELS & RESORTS, L.P.

By: Host Hotels & Resorts, Inc., a Maryland corporation,
its general partner

By: Jeffrey S. Clark
Name: Jeffrey S. Clark
Title: Sr. Vice President

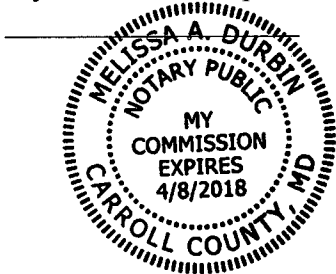
STATE OF Maryland
COUNTY OF Montgomery

Before me, the undersigned, a Notary Public of the state and county aforesaid, personally appeared Jeffrey S. Clark, with whom I am personally acquainted, and who, upon oath, acknowledged that he/she executed the within instrument for the purposes therein contained, and who further acknowledged that he/she is the Senior VP of Host Hotels & Resorts, Inc., a Maryland corporation, that such corporation is the general partner of Host Hotels & Resorts, L.P., a Delaware limited partnership, the within maker, and that he/she is authorized by such general partner, the general partner being authorized by the maker, to execute this instrument on behalf of the maker.

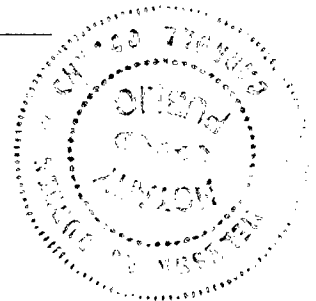
WITNESS my hand and notarial seal, this 12 day of April, 2017.

Melissa A. Durbin
Notary Public

My commission expires:



[Notary Seal]



Assignment and Assumption Agreement

Assignee's Signature Page

IN WITNESS WHEREOF, Hotel Memphis, L.P., a Delaware limited partnership, has caused this Assignment to be executed on its behalf, by a duly authorized officer, to be effective as of the Effective Date set forth above.

HOTEL MEMPHIS, L.P.,
a Delaware limited partnership

By: Hotel Memphis GP, L.L.C.,
a Delaware limited liability company,
its general partner

By: SHG SCG II Propco Holdings, L.P.,
a Delaware limited partnership,
its sole member

By: SHG SCG II Propco Holdings GP,
L.L.C., a Delaware limited liability
company, its general partner

By: SHG SCG Ventures II, L.P.,
a Delaware limited partnership, its
sole member

By: S & S GP Interests II, LLC, a
Kentucky limited liability
company, its general partner

By: 
Name: RAY SCHULTE
Title: MANAGER

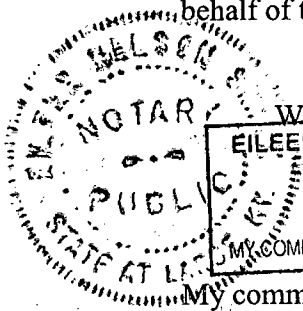
[Assignee's notary acknowledgment follows]

Assignment and Assumption Agreement

Assignee's Acknowledgement Page

STATE OF Kentucky
COUNTY OF Jefferson

Before me, the undersigned, a Notary Public of the state and county aforesaid, personally appeared Raymond Schulte, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged him/herself to be the Manager of S&S GP Interests II, LLC, a Kentucky limited liability company, which company is authorized in its respective capacity on behalf of the within maker, and that he/she is authorized by such company in its respective capacity, to execute this instrument on behalf of the maker.



WITNESS my hand and notarial seal, this 14th day of April, 2017.
EILEEN NELSON SMITH #518451
NOTARY PUBLIC
STATE AT LARGE
KENTUCKY
MY COMMISSION EXPIRES OCTOBER 27, 2018

Eileen Nelson Smith #518451
Notary Public

My commission expires:
10-27-2018

[Notary Seal]

Assignment and Assumption Agreement

City's Signature and Acknowledgement Page

IN WITNESS WHEREOF, the City of Memphis, Tennessee has caused this Assignment to be executed by its duly authorized Mayor, to be effective as of the Effective Date set forth above.

CITY OF MEMPHIS, TENNESSEE
By *Jim Strickland*
Jim Strickland, Mayor

APPROVED BY:

Bruce M. [Signature]
City Attorney *JMC*

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, the undersigned, a Notary Public of the state and county aforesaid, personally appeared James Strickland, Jr., with whom I am personally acquainted and who, upon oath, acknowledged himself to be the Mayor of the CITY OF MEMPHIS, TENNESSEE, the within bargainer, a municipal corporation, and that he, as such Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by personally signing the name of the municipal corporation as such Mayor.

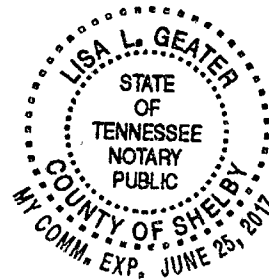
WITNESS my hand and notarial seal, this 19 day of April, 2017.

Lisa L. Geater
Notary Public

My commission expires:

0.25.17

[Notary Seal]



Assignment and Assumption Agreement

Ground Lessor's Signature and Acknowledgement Page

IN WITNESS WHEREOF, Memphis Center City Revenue Finance Corporation, a public not-for-profit corporation of the State of Tennessee has caused this Assignment to be executed by its duly authorized officer, to be effective as of the Effective Date set forth above.

MEMPHIS CENTER CITY REVENUE FINANCE CORPORATION

By: J. Terence Patterson

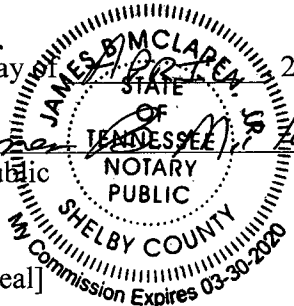
Name: J. Terence Patterson

Title: President & CEO

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, the undersigned, a Notary Public of the state and county aforesaid, personally appeared J. Terence Patterson, with whom I am personally acquainted and who, upon oath, acknowledged him/herself to be the Pres. & CEO of the MEMPHIS CENTER CITY REVENUE FINANCE CORPORATION, the within bargainer, a public not-for-profit corporation of the State of Tennessee, and that he/she, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by personally signing the name of such corporation as such officer.

WITNESS my hand and notarial seal, this 14th day of April, 2017.

James B. McClarea, Jr.
Notary Public


My commission expires:
3/30/2017

EXHIBIT A

Legal Description of Land

Land situated in Shelby County, Tennessee:

Parcel 1

Tract I

Being a survey of part of the City of Memphis property as recorded in Instrument U2-8944 at the Shelby County Register's Office located in Memphis, Tennessee and being more particularly described as follows:

Beginning at a point on the east line of North Main Street (82.5 ft. right-of-way), said point being 24.98 feet south of the extended south line of Market Avenue (66 ft. right-of-way); thence northwardly along a curve to the right having a radius of 25.00 feet an arc distance of 39.25 feet (chord N65°34'21"E - 35.34 feet) to a point of tangency on the south line of Market Avenue; thence S69°27'10"E along said south line a distance of 274.11 feet to a point of curvature; thence along a curve to the right, having a radius of 25.00 feet an arc distance of 39.22 feet (chord S24°26'09"E - 35.37 feet) to a point of tangency on the west line of Second Avenue (66 ft. right-of-way); thence S20°34'53"W along the west line of Second Avenue a distance of 225.51 feet to a point of curvature; thence along a curve to the right having a radius of 25.00 feet and an arc length of 39.26 feet (chord S65°34'09"W - 35.35 feet) to a point on the north line of Exchange Avenue (106 ft. right-of-way); thence N69°26'36"W along the north line of Exchange Avenue a distance of 249.19 feet to a point; thence N20°35'53"E a distance of 80.00 feet to a point; thence N69°26'36"W a distance of 50.00 feet to a point on the east line of said North Main Street; thence N20°35'53"E along the east line of North Main Street a distance of 170.48 feet to the point of beginning.

Tract II

Pedestrian Crossing Easement

Being a Pedestrian Crossing across North Main Street (82.5 foot right-of-way), being 77.87 feet south of the south line of Market Avenue (66 foot right-of-way) and being more particularly described as follows:

Commencing at the intersection of the south line of Market Street (66 foot right-of-way) and the east line of north Main Street (82.5 foot right-of-way); thence S20°35'53"W along the east line of North main Street, a distance of 77.87 feet to the Point of Beginning; thence S20°35'53"W and continuing along the east line of North Main Street, a distance of 29.50 feet to a point; thence N68°56'18"W, a distance of 7.52 feet to a point; thence S64°53'15"W, a distance of 14.76 feet to a point; thence N69°15'23"W, a distance of 45.23 feet to a point; thence N25°15'16"W a distance of 14.45 feet to a point; thence N69°57'42"W a distance of 9.08 feet to a point, said point being the west line of North Main Street; thence N20°35'53"E along the west line of North Main Street

a distance of 29.85 feet to a point; thence S70°35'14"E a distance of 9.44 feet to a point; thence N65°29'33"E a distance of 35.04 feet to a point; thence S69°37'14"E a distance of 15.52 feet to a point; thence S24°36'03"E a distance of 35.60 feet to a point; thence S69°56'31"E a distance of 7.55 feet to the point of beginning.

The underside and top of the structure occupying the described area is at 13.9' and 35.8' above the finish floor of the hotel at the west entrance.

Parcel 2

Tract I

Beginning at a point on the east line of north Main Street (82.5' right-of-way), said point being 25.02 feet north of the extended north line of Market Avenue (66' right-of-way); thence N 20°35'53"E along the east line of North Main Street a distance of 174.14 feet to point; thence N61°18'21"E a distance of 20.58 feet to a point on the south line of Winchester Avenue (50' right-of-way); thence S89°38'57"E along the south line of Winchester Avenue a distance of 158.85 feet to a point; thence S20°34'56"W a distance of 269.59 feet to a point the north line of said Market Avenue; thence N69°27'10"W along the north line of Market Avenue a distance of 137.51 feet to a point of curvature; thence along a curve to the right having a radius of 25.00 feet and an arc length of 39.29 feet (chord N24°25'39"W - 35.37 feet) to the point of beginning.

Tract II

Beginning at a point on the east line of North Main Street (82.5' R.O.W.), said point being 24.98 feet south of the south line of Market Avenue (66' R.O.W.); thence along the east line of said North Main Street, N 20°35'53"E a distance of 116.00 feet to a point; thence leaving the east line of said North Main Street and along a curve to the left, having a radius of 25.00 feet and an arc length of 39.29 feet (chord = S 24°25'39"E - 35.37 feet) to a point, said point being on the north line of said Market Avenue; thence along the north line of said Market Avenue, S 69°27'10"E a distance of 274.17 feet to a point; thence along a curve to the left, having a radius of 25.00 feet and an arc length of 39.22 feet (Chord - N 65°36'11"E - 35.32 feet) to a point, said point being on the west line of Second Avenue (66' R.O.W.); thence along the west line of said Second Avenue, S20°37'38"W a distance of 115.97 feet to a point; thence leaving said Second Avenue and along a curve to the left, having a radius of 25.00 feet and an arc length of 39.28 feet (chord = N24°26'09"W - 35.37 feet) to a point, said point being on the south line of said Market Avenue; thence along the south line of said Market Avenue, N69°27'10"W a distance of 274.11 feet to a point; thence along a curve to the left, having a radius of 25.00 feet and an arc length of 39.25 feet (chord = S65°34'21"W a distance of 35.34 feet to the point of beginning.

True Copy Certification

I, Devon Boyles, do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

Devon Boyles
Signature

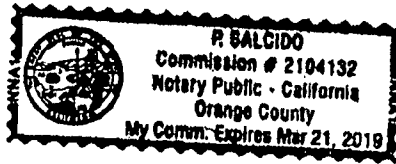
State of California

County of Orange

Personally appeared before me, P. Salcido, a notary public for this county and state, Devon Boyles who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

P. Salcido
Notary's Signature

My Commission Expires: MARCH 21, 2019
Notary' Seal (if on paper)



SECOND AMENDMENT
TO
FOOD AND BEVERAGE SERVICES AGREEMENT

This SECOND AMENDMENT TO FOOD AND BEVERAGE SERVICES AGREEMENT (the “Second Amendment”) is made effective as of the ____ day of January, 2020 (the “Effective Date”), by and among the City of Memphis, a Tennessee municipal corporation (the “City”), acting through its duly authorized administrator, Memphis Cook Convention Center Commission (the “Owner”), Memphis Management Group, LLC, a Tennessee limited liability company, that is the successor in interest to SMG, acting solely in its capacity as facility manager under contract to the Owner (“MMG”), Schulte Catering Memphis, LLC, successor in interest to Host Hotels & Resorts, L.P. (the “Hotel Owner”), and Schulte Hospitality Group, Inc., successor in interest to Davidson Hotel Company LLC, a Delaware limited liability company d/b/a Davidson Hotels & Resorts (the “F&B Manager”).

RECITALS

A. Pursuant to a certain FOOD AND BEVERAGE SERVICES Agreement, dated as of April 14, 1998, as amended by a certain Addendum to Agreement dated December 6, 2000, and as further certain letter agreement dated as of January 31, 2003, and a certain First Amendment to Food and Beverage Services Agreement, dated as of August 12, 2013 (as amended the “FBA”), the parties have agreed to certain terms regarding the provision of certain services to the Memphis Cook Convention Center described therein.

B. The parties wish to amend the terms of the FBA as set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the matters set forth in the Recitals above and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Definitions. All capitalized terms used in this Second Amendment, unless otherwise expressly defined (or redefined) herein, shall have the meanings ascribed to them in the FBA.

2. Amendment. The FBA is hereby amended by adding the following provision as a new Section 24.B.4.

4. In the event Hotel Owner determines that it will no longer manage the Service Areas and desires to sell or otherwise transfer its rights and obligations under this Agreement to a third party in a transaction that does not include a sale or other transfer of the Hotel, then the Hotel Owner shall promptly provide the City with notice of such offer and the terms and conditions thereof and shall grant the City, or its assignee, the right to

purchase Hotel's Owner's interest in this Agreement on the terms set forth in such notice. If the City shall fail to give notice of its exercise of such right within 30 days of receipt of such notice from Hotel Owner, Hotel Owner shall have the right for a period of 120 days to effect such sale of Hotel Owner's interest in this Agreement, provided that such successor F&B Manager has reasonable expertise and experience in the group catering and concession service business and the terms of such sale of the Agreement are not more favorable than those offered to the City. The provisions of the Section 24.B.4 shall not apply to an assignment or transfer of this Agreement to a successor owner or manager of the Hotel in connection with the sale or other transfer of the Hotel.

3. Counterparts. This Second Amendment may be executed in multiple counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument.
4. No Other Amendments. Except as amended hereby, the FBA is hereby ratified and confirmed in all respects by the parties.

{ signature pages follow }

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF MEMPHIS

By: _____
Mayor Jim Strickland
Mayor of Memphis

MEMPHIS COOK CONVENTION CENTER,
administrator for the City of Memphis

By: _____
Printed Name: _____
Title: _____

MEMPHIS MANAGEMENT GROUP, LLC

By: _____
Printed Name: _____
Title: _____

{signature pages continue}

SCHULTE CATERING MEMPHIS, LLC,
a Tennessee limited liability company

By: _____
Printed Name: _____
Title: _____

SCHULTE HOSPITALITY GROUP, INC.,
an Illinois corporation

By: _____
Printed Name: _____
Title: _____

This Instrument Prepared by:
James B. McLaren, Jr., Esq.
Adams and Reese LLP
6075 Poplar Avenue, Suite 700
Memphis, TN 38119

After Recording, Return to:
Deborah R. Massie, Esq.
Real Estate Administrator
125 N Main Street, Room 568
Memphis, TN 38103
(901) 576.6332

LEASE TERMINATION AGREEMENT

This Lease Termination Agreement is made and entered into as of _____, 2020 (“Termination Date”), by and between CITY OF MEMPHIS (the “Lessor”) and HOTEL MEMPHIS, L.P., successor by assignment to Host Hotels & Resorts, L.P. (the “Lessee”).

WITNESSETH:

WHEREAS, Lessor and Lessee are the present parties in interest to that certain Amended and Restated Agreement of Lease, dated as of April 14, 1998, between Lessor and Lessee, a memorandum of which was recorded as Instrument No. HT2689 in the Office of the Register of Deeds of Shelby County, Tennessee, as affected by Assignment and Assumption of Interest in Sublease dated as of September 30, 2011 by and between the County of Shelby, Tennessee, as assignor, and Lessor, as assignee, of record as Instrument No. 12134184 in said Register’s Office, as amended by that certain First Amendment to Amended and Restated Agreement of Lease, dated as of November 9, 2012, a memorandum of which was recorded as Instrument No. 12134186 in said Register’s Office, as further affected by Letter Agreement between City and Lessee dated May 14, 2013, and as further amended by that certain Second Amendment to Amended and Restated Agreement of Lease, dated as of April 19, 2017, of record as Instrument No. 17039382 in said Register’s office (the aforementioned documents being collective referred to herein as the “Sublease”);

WHEREAS, by and through the Sublease, Lessor let to Lessee certain real property in Memphis, Shelby County, Tennessee which is more particularly described in Exhibit “A” attached hereto (the “Real Property”); and

WHEREAS, Lessor and Lessee do hereby desire to terminate the Sublease in accordance herewith.

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged by the parties hereto, Lessor and Lessee do hereby agree as follows:

1. The Sublease is hereby terminated and Lessor and Lessee do hereby acknowledge the termination of the Sublease in accordance herewith.

2. Lessee gives possession of its interest under the Sublease in and to the Real Property to Lessor and Lessor accepts possession of such interest in the condition delivered.

3. Except for any obligations that expressly survive the termination of the Sublease, Lessor and Lessee shall be relieved of any further obligations and liabilities under the Sublease as of the Termination Date.

4. The conditions, covenants, and agreements contained in this instrument shall be binding upon and inure to the benefit of the parties hereto, and their respective successors, and assigns.

5. This instrument may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all of such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF MEMPHIS

By: _____
Mayor Jim Strickland
Mayor of Memphis

STATE OF TENNESSEE)
COUNTY OF SHELBY)

Before me, the undersigned, a Notary Public of the state and county aforesaid, personally appeared Jim Strickland, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Mayor of the City of Memphis, the within named bargainor, and that he as such Mayor, executed the foregoing instrument for the purpose therein contained, by signing the name of the City of Memphis by himself as Mayor.

Witness my hand and seal, this _____ day of _____,
2020.

Notary Public

{signature page continues}

HOTEL MEMPHIS, L.P.,
a Delaware limited partnership

By: Hotel Memphis GP, L.L.C.,
a Delaware limited liability company,
its general partner

By: SHG SCG II Propco Holdings, L.P., a
Delaware limited partnership, its sole member

By: SHG SCG II Propco Holdings GP,
L.L.C., a Delaware limited liability
company, its general partner

By: SHG SCG Ventures II, L.P., a
Delaware limited partnership, its sole
member

By: S & S GP Interests II, LLC,
a Kentucky limited liability
company, its general partner

By:
Name: _____
Title: _____

STATE OF _____)
COUNTY OF _____)

Before me, the undersigned, a Notary Public of the state and county aforesaid,
personally appeared _____, with whom I am personally acquainted
(or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged
himself/herself to be the _____ of _____, the within
named bargainer, and that he/she as such _____, executed the foregoing
instrument for the purpose therein contained, by signing the name of
_____ by him/herself as _____.

Witness my hand and seal, this _____ day of _____,
2020.

Notary Public

EXHIBIT A

Legal Description of Land

Land situated in Shelby County, Tennessee:

Parcel 1

Tract I

Being a survey of part of the City of Memphis property as recorded in Instrument U2-8944 at the Shelby County Register's Office located in Memphis, Tennessee and being more particularly described as follows:

Beginning at a point on the east line of North Main Street (82.5 ft. right-of-way), said point being 24.98 feet south of the extended south line of Market Avenue (66 ft. right-of-way); thence northwardly along a curve to the right having a radius of 25.00 feet an arc distance of 39.25 feet (chord N65°34'21 "E - 35.34 feet) to a point of tangency on the south line of Market Avenue; thence S69°27'10"E along said south line a distance of 274.11 feet to a point of curvature; thence along a curve to the right, having a radius of 25.00 feet an arc distance of 39.22 feet (chord S24°26'09"E - 35.37 feet) to a point of tangency on the west line of Second Avenue (66 ft. right of-way); thence S20°34'53"W along the west line of Second Avenue a distance of 225.51 feet to a point of curvature; thence along a curve to the right having a radius of 25.00 feet and an arc length of 39.26 feet (chord S65°34'09"W - 35.35 feet) to a point on the north line of Exchange Avenue (106 ft. right-of-way); thence N69°26'36"W along the north line of Exchange Avenue a distance of 249.19 feet to a point; thence N20°35'53"E a distance of 80.00 feet to a point; thence N69°26'36"W a distance of 50.00 feet to a point on the east line of said North Main Street; thence N20°35'53"E along the east line of North Main Street a distance of 170.48 feet to the point of beginning.

Tract II

Pedestrian Crossing Easement

Being a Pedestrian Crossing across North Main Street (82.5 foot right-of-way), being 77.87 feet south of the south line of Market Avenue (66 foot right-of-way) and being more particularly described as follows:

Commencing at the intersection of the south line of Market Street (66 foot right-of-way) and the east line of north Main Street (82.5 foot right-of-way); thence S20°35'53"W along the east line of North main Street, a distance of 77.87 feet to the Point of Beginning; thence S20°35'53"W and continuing along the east line of North

Main Street, a distance of 29.50 feet to a point; thence $N68^{\circ}56'18''W$, a distance of 7.52 feet to a point; thence $S64^{\circ}53'15''W$, a distance of 14.76 feet to a point; thence $N69^{\circ}15'23''W$, a distance of 45.23 feet to a point; thence $N25^{\circ}15'16''W$ a distance of 14.45 feet to a point; thence $N69^{\circ}57'42''W$ a distance of 9.08 feet to a point, said point being the west line of North Main Street; thence $N20^{\circ}35'53''E$ along the west line of North Main Street a distance of 29.85 feet to a point; thence $S70^{\circ}35'14''E$ a distance of 9.44 feet to a point; thence $N65^{\circ}29'33''E$ a distance of 35.04 feet to a point; thence $S69^{\circ}37'14''E$ a distance of 15.52 feet to a point; thence $S24^{\circ}36'03''E$ a distance of 35.60 feet to a point; thence $S69^{\circ}56'31''E$ a distance of 7.55 feet to the point of beginning.

The underside and top of the structure occupying the described area is at 13.9' and 35.8' above the finish floor of the hotel at the west entrance.

Parcel 2

Tract I

Beginning at a point on the east line of north Main Street (82.5' right-of-way), said point being 25.02 feet north of the extended north line of Market Avenue (66' right-of-way); thence $N 20^{\circ}35'53''E$ along the east line of North Main Street a distance of 174.14 feet to point; thence $N61^{\circ}18'21''E$ a distance of 20.58 feet to a point on the south line of Winchester Avenue (50' right-of-way); thence $S89^{\circ}38'57''E$ along the south line of Winchester Avenue a distance of 158.85 feet to a point; thence $S20^{\circ}34'56''W$ a distance of 269.59 feet to a point the north line of said Market Avenue; thence $N69^{\circ}27'10''W$ along the north line of Market Avenue a distance of 137.51 feet to a point of curvature; thence along a curve to the right having a radius of 25.00 feet and an arc length of 39.29 feet (chord $N24^{\circ}25'39''W - 35.37$ feet) to the point of beginning.

Tract II

Beginning at a point on the east line of North Main Street (82.5' R.O.W.), said point being 24.98 feet south of the south line of Market Avenue (66' R.O.W.); thence along the east line of said North Main Street, $N 20^{\circ}35'53''E$ a distance of 116.00 feet to a point; thence leaving the east line of said North Main Street and along a curve to the left, having a radius of 25.00 feet and an arc length of 39.29 feet (chord= $S 24^{\circ}25'39''E - 35.37$ feet) to a point, said point being on the north line of said Market Avenue; thence along the north line of said Market Avenue, $S 69^{\circ}27'10''E$ a distance of 274.17 feet to a point; thence along a curve to the left, having a radius of 25.00 feet and an arc length of 39.22 feet (Chord - $N 65^{\circ}36'11''E - 35.32$ feet) to a point, said point being on the west line of Second Avenue (66' R.O.W.); thence along the west line of said Second Avenue, $S20^{\circ}37'38''W$ a distance of 115.97 feet to a point; thence leaving said Second Avenue and along a curve to the left, having a radius of 25.00 feet and an arc length of 39.28 feet (chord = $N24^{\circ}26'09''W - 35.37$ feet) to a

point, said point being on the south line of said Market Avenue; thence along the south line of said Market Avenue, N69°27'10"W a distance of 274.11 feet to a point; thence along a curve to the left, having a radius of 25.00 feet and an arc length of 39.25 feet (chord= S65°34'21"W a distance of 35.34 feet to the point of beginning.

9288449

This Instrument Prepared By:
Adams and Reese LLP
6075 Poplar Avenue, Suite 700
Memphis, Tennessee 38119
Attn: James B. McLaren, Jr.

After Recording, Return to:
Deborah R. Massie, Esq.
Real Estate Administrator
125 N Main Street, Room 5680
Memphis, TN 38103
(901) 576.6332

ASSIGNMENT AND ASSUMPTION OF PILOT LEASE

THIS ASSIGNMENT AND ASSUMPTION OF PILOT LEASE (the “Assignment”) is made and executed this ____ day of _____, 2019 (the “Effective Date”), by and between the CITY OF MEMPHIS, party of the first part (the “Assignor”), HOTEL MEMPHIS, L.P., party of the second part (the “Assignee”); and MEMPHIS CENTER CITY REVENUE FINANCE CORPORATION a Tennessee public not-for-profit corporation, party of the third part (the “Lessor”).

RECITALS

WHEREAS, Lessor and Assignor are the lessor and lessee, respectively, under that certain Amended and Restated Lease Agreement dated as of April 14, 1998, and joined in by Assignee’s predecessor-in-interest as applicant, and recorded as Instrument No. HW5726 in the Register’s Office of Shelby County, Tennessee, as affected by Assignment and Assumption of Interest in Lease dated as of September 30, 2011 by and between the County of Shelby, Tennessee, as assignor, and Assignor, as assignee, joined in by Lessor and Assignee’s predecessor-in-interest, and recorded in said Register’s Office as Instrument No. 12134183, as amended by First Amendment to Lease Agreement dated November 9, 2012 by and among Lessor, Assignor, and Assignee’s predecessor-in-interest, and recorded in said Register’s Office as Instrument No. 12134185, and as further amended by Second Amendment to Lease Agreement dated as of April 19, 2017 by and among Lessor, Assignor, and Assignee’s predecessor-in-interest, and recorded in said Register’s Office as Instrument No. 17039381 (the aforementioned documents being collective referred to herein as the “PILOT Lease”);

WHEREAS, Lessor, pursuant to the PILOT Lease, is now leasing to Assignor the Real Property (as defined in the PILOT Lease);

WHEREAS, Assignor, as landlord, and Assignee, as tenant, are the present parties in interest to that certain Amended and Restated Agreement of Lease, dated as of April 14, 1998, between Assignor and Assignee’s predecessor-in-interest, a memorandum of which was recorded as Instrument No. HT2689 in the Office of the Register of Deeds of Shelby County, Tennessee, as affected by Assignment and Assumption of Interest in Sublease dated as of September 30, 2011 by and between the County of Shelby, Tennessee, as assignor, and Assignor, as assignee, of record as Instrument No. 12134184

in said Register's Office, as amended by that certain First Amendment to Amended and Restated Agreement of Lease, dated as of November 9, 2012, a memorandum of which was recorded as Instrument No. 12134186 in said Register's Office, as further affected by Letter Agreement between City and Lessee dated May 14, 2013, and as further amended by that certain Second Amendment to Amended and Restated Agreement of Lease, dated as of April 19, 2017, of record as Instrument No. 17039382 in said Register's office (the aforementioned documents being collectively referred to herein as the "Sublease");

WHEREAS, Assignor and Assignee have agreed to terminate the Sublease pursuant to that certain Lease Termination Agreement of even date herewith pursuant to which Assignee gave possession of its interest under the Sublease to Assignor and Assignor accepted possession of such interest; and

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title and interest in, to and under the PILOT Lease;

WHEREAS, Lessor is willing to join this Assignment to grant its prior written consent to Assignor's assignment of its right, title and interest in, to and under the PILOT Lease to Assignee; and

WHEREAS, all capitalized terms used in this Assignment, unless otherwise expressly defined herein, shall have the meanings ascribed to them in the PILOT Lease.

NOW, THEREFORE, in consideration of the matters set forth in the Recitals above and the undertakings and agreements hereinafter set forth, and of the sum of Ten and No/100 Dollars (\$10.00) paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. As of the Effective Date, Assignor hereby bargains, sells, assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in, to and under the PILOT Lease, including, without limitation, the option to purchase the Demised Premises at any time after the Term pursuant to and in accordance with Article XI of the PILOT Lease.

2. As of the Effective Date, Assignee hereby accepts the foregoing assignment and hereby assumes all of Assignor's obligations as lessee under the PILOT Lease, to the extent first arising and accruing from and after the Effective Date, including, but not limited to, the obligation to pay certain payments in lieu of tax and other rent to Lessor, in accordance with the PILOT Lease.

3. Assignor represents and warrants that it has the right to transfer its interest under the PILOT Lease and will warrant and defend Assignee against the lawful claims of all persons claiming by, through or under Assignor, but against none other.

4. Assignee hereby covenants and agrees to indemnify, defend, save and hold harmless Assignor from and against any and all loss, cost, expense, liability, claims or

causes of action existing in favor of or asserted by any party to the PILOT Lease or by any third party, arising out of or relating to Assignee's failure to perform any of its obligations under the PILOT Lease arising and accruing on or after the Effective Date, except for any liabilities, obligations, actions, suits, proceedings, claims, losses, costs and expenses arising out of or relating to Assignor's failure to perform any of its obligations under the PILOT Lease, which arose or accrued with respect to the PILOT Lease prior to the Effective Date.

5. Lessor joins herein for the purpose of consenting to the assignment of Assignor's interest in, to and under the PILOT Lease to Assignee pursuant to the terms of this Assignment; to certify, warrant, and represent to Assignee that no default has occurred under the terms of the PILOT Lease, that the PILOT Lease has not been further modified or amended and is in full force and effect according to its terms, and that Lessor has no knowledge of the occurrence of any event which with the giving of notice, the passage of time, or both, would constitute a default or event of default under the PILOT Lease; and to release Assignor from all of its obligations under the terms of the PILOT Lease accruing from and after the Effective Date.

6. This Assignment, and the rights and obligations of the parties hereunder, shall be construed and governed in accordance with the laws of the State of Tennessee.

7. All of the covenants, terms and conditions set forth herein, shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

8. This Assignment may be executed in multiple or separate counterpart copies, each of which shall be deemed an original, but all of which when taken together shall constitute but one agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.

9. Each party to this Assignment represents and warrants to the other parties to this Assignment that it is duly authorized to enter into this Assignment and/or to execute the applicable assignment, assumption and/or consent provisions set forth herein and perform its respective obligations hereunder with the consent or approval of any other person or party, and that the person signing this Assignment on its respective behalf is duly authorized to sign on behalf of such party.

[Balance of Page Intentionally Left Blank – Signature Pages follow]

IN WITNESS WHEREOF, Assignor, Assignee and Lessor have executed this Assignment as of the Effective Date.

ASSIGNOR

CITY OF MEMPHIS

By: _____

Name: Mayor Jim Strickland

Title: Mayor of Memphis

STATE OF TENNESSEE)
COUNTY OF SHELBY)

Before me, the undersigned, a Notary Public of the state and county aforesaid, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the _____ of _____, the within named bargainor, and that he/she as such _____, executed the foregoing instrument for the purpose therein contained, by signing the name of _____ by him/herself as _____.

Witness my hand and seal, this _____ day of _____, 2020.

Notary Public

ASSIGNEE

HOTEL MEMPHIS, L.P.,
a Delaware limited partnership

By: Hotel Memphis GP, L.L.C.,
a Delaware limited liability company,
its general partner

By: SHG SCG II Propco Holdings, L.P., a
Delaware limited partnership, its sole member

By: SHG SCG II Propco Holdings GP,
L.L.C., a Delaware limited liability
company, its general partner

By: SHG SCG Ventures II, L.P., a
Delaware limited partnership, its sole
member

By: S & S GP Interests II, LLC,
a Kentucky limited liability
company, its general partner

By: _____
Printed Name: _____
Its: _____

STATE OF _____)
COUNTY OF _____)

Before me, the undersigned, a Notary Public of the state and county aforesaid, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the _____ of _____, the within named bargainor, and that he/she as such _____, executed the foregoing instrument for the purpose therein contained, by signing the name of _____ by him/herself as _____.

Witness my hand and seal, this _____ day of _____,
2020.

Notary Public

LESSOR

MEMPHIS CENTER CITY REVENUE
FINANCE CORPORATION

By: _____
Jennifer Oswald, President

STATE OF TENNESSEE
COUNTY OF SHELBY

Personally appeared before me, a Notary Public of the state and county aforesaid, Jennifer Oswald, with whom I am personally acquainted, and who, upon oath, acknowledged that she executed the within instrument for the purposes therein contained, and who further acknowledged that she is the President of the maker, MEMPHIS CENTER CITY REVENUE FINANCE CORPORATION, and is authorized by the maker to execute this instrument on behalf of the maker.

WITNESS my hand, at office, this ____ day of _____, 2020.

Notary Public

EXHIBIT A

Land situated in Shelby County, Tennessee:

Parcel 1

Tract I

Being a survey of part of the City of Memphis property as recorded in Instrument U2-8944 at the Shelby County Register's Office located in Memphis, Tennessee and being more particularly described as follows:

Beginning at a point on the east line of North Main Street (82.5 ft. right-of-way), said point being 24.98 feet south of the extended south line of Market Avenue (66 ft. right-of-way); thence northwardly along a curve to the right having a radius of 25.00 feet an arc distance of 39.25 feet (chord N65°34'21 "E - 35.34 feet) to a point of tangency on the south line of Market Avenue; thence S69°27'10"E along said south line a distance of 274.11 feet to a point of curvature; thence along a curve to the right, having a radius of 25.00 feet an arc distance of 39.22 feet (chord S24°26'09"E - 35.37 feet) to a point of tangency on the west line of Second Avenue (66 ft. right- of-way); thence S20°34'53"W along the west line of Second Avenue a distance of 225.51 feet to a point of curvature; thence along a curve to the right having a radius of 25.00 feet and an arc length of 39.26 feet (chord S65°34'09"W - 35.35 feet) to a point on the north line of Exchange Avenue (106 ft. right-of-way); thence N69°26'36"W along the north line of Exchange Avenue a distance of 249.19 feet to a point; thence N20°35'53"E a distance of 80.00 feet to a point; thence N69°26'36"W a distance of 50.00 feet to a point on the east line of said North Main Street; thence N20°35'53"E along the east line of North Main Street a distance of 170.48 feet to the point of beginning.

Tract II

Pedestrian Crossing Easement

Being a Pedestrian Crossing across North Main Street (82.5 foot right-of-way), being 77.87 feet south of the south line of Market Avenue (66 foot right-of-way) and being more particularly described as follows:

Commencing at the intersection of the south line of Market Street (66 foot right-of-way) and the east line of north Main Street (82.5 foot right-of-way); thence S20°35'53"W along the east line of North main Street, a distance of 77.87 feet to the Point of Beginning; thence S20°35'53"W and continuing along the east line of North Main Street, a distance of 29.50 feet to a point; thence N68°56'18"W, a distance of 7.52 feet to a point; thence S64°53'15"W, a distance of 14.76 feet to a point; thence

N69°15'23"W, a distance of 45.23 feet to a point; thence N25°15'16"W a distance of 14.45 feet to a point; thence N69°57'42"W a distance of 9.08 feet to a point, said point being the west line of North Main Street; thence N20°35'53"E along the west line of North Main Street a distance of 29.85 feet to a point; thence S70°35'14"E a distance of 9.44 feet to a point; thence N65°29'33"E a distance of 35.04 feet to a point; thence S69°37'14"E a distance of 15.52 feet to a point; thence S24°36'03"E a distance of 35.60 feet to a point; thence S69°56'31"E a distance of 7.55 feet to the point of beginning.

The underside and top of the structure occupying the described area is at 13.9' and 35.8' above the finish floor of the hotel at the west entrance.

Parcel 2

Tract I

Beginning at a point on the east line of north Main Street (82.5' right-of-way), said point being 25.02 feet north of the extended north line of Market Avenue (66' right-of-way); thence N 20°35'53"E along the east line of North Main Street a distance of 174.14 feet to point; thence N61°18'21"E a distance of 20.58 feet to a point on the south line of Winchester Avenue (50' right-of-way); thence S89°38'57"E along the south line of Winchester Avenue a distance of 158.85 feet to a point; thence S20°34'56"W a distance of 269.59 feet to a point the north line of said Market Avenue; thence N69°27'10"W along the north line of Market Avenue a distance of 137.51 feet to a point of curvature; thence along a curve to the right having a radius of 25.00 feet and an arc length of 39.29 feet (chord N24°25'39"W - 35.37 feet) to the point of beginning.

Tract II

Beginning at a point on the east line of North Main Street (82.5' R.O.W.), said point being 24.98 feet south of the south line of Market Avenue (66' R.O.W.); thence along the east line of said North Main Street, N 20°35'53"E a distance of 116.00 feet to a point; thence leaving the east line of said North Main Street and along a curve to the left, having a radius of 25.00 feet and an arc length of 39.29 feet (chord= S 24°25'39"E - 35.37 feet) to a point, said point being on the north line of said Market Avenue; thence along the north line of said Market Avenue, S 69°27'10"E a distance of 274.17 feet to a point; thence along a curve to the left, having a radius of 25.00 feet and an arc length of 39.22 feet (Chord - N 65°36'11"E - 35.32 feet) to a point, said point being on the west line of Second Avenue (66' R.O.W.); thence along the west line of said Second Avenue, S20°37'38"W a distance of 115.97 feet to a point; thence leaving said Second Avenue and along a curve to the left, having a radius of 25.00 feet and an arc length of 39.28 feet (chord = N24°26'09"W - 35.37 feet) to a point, said point being on the south line of said Market Avenue; thence along the south line of said Market Avenue, N69°27'10"W a distance of 274.11 feet to a point;

thence along a curve to the left, having a radius of 25.00 feet and an arc length of 39.25 feet (chord= S65°34'21"W a distance of 35.34 feet to the point of beginning.



Memphis City Council Summary Sheet

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

\$420,000.00 allocation, appropriation and transfer of funds from FY2020 CIP PK20100 Park Cover Line, Contract Construction to FY2020 CIP PK07124 McFarland Park Improvements, Contract Construction and the transfer of appropriated funds of \$225,000 from FY2020 CIP PK90060 Great Urban Park Grant, Misc. Professional Services, to FY2020 CIP PK070124 McFarland Park Improvements, Contract Construction.

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

Parks and Neighborhoods

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

No it is not.

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

No it does not.

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

This Resolution will result in the expenditure of \$645,000.00.

Resolution to Appropriate Construction Funds For PK07124 McFarland Park Improvements

WHEREAS, the Council of the City of Memphis did include Park Services Cover Line, CIP Project Number PK20100, as part of the Fiscal Year 2020 Capital Improvements Budget; and

WHEREAS, the Council of the City of Memphis did provide an allocation of \$2,150,000.00 for Contract Construction funds in Fiscal Year 2020 CIP Project Number PK20100, Park Services Cover Line, as part of the Fiscal Year 2020 Capital Improvement Budget; and

WHEREAS, the Administration did receive a grant of \$226,100.00 from the National Recreation and Park Association in October 2018 as an awardee through the 2018 Great Urban Parks Campaign; and

WHEREAS, the Administration has developed plans to install storm water drainage and make other improvements to McFarland Park to mitigate poor surface drainage in the park; and

WHEREAS, the Administration desires to allocate, appropriate and transfer funds of \$420,000.00 from Fiscal Year 2020, CIP Project Number PK20100 Park Cover Line, Contract Construction to Fiscal Year 2020 CIP Project PK07124, McFarland Park Improvements, Contract Construction; and

WHEREAS, the Administration desires to transfer appropriated funds of \$225,000.00 from Fiscal Year 2020, CIP Project Number PK90060 Great Urban Park Grant, Misc. Professional Services, to Fiscal Year 2020 CIP Project PK07124, McFarland Park Improvements, Contract Construction.

NOW THEREFORE BE IT RESOLVED, by the Council of the City of Memphis that it hereby approves the allocation, appropriation and transfer of funds of \$420,000.00 from Fiscal Year 2020 CIP Project Number PK20100, Park Services Cover Line, Contract Construction to Fiscal Year 2020 CIP Project Number PK07124, McFarland Park Improvements, Contract Construction and the transfer of appropriated funds from Fiscal Year 2020, CIP Project Number PK90060 Great Urban Parks Grant, Misc. Professional Services to Fiscal Year 2020 CIP Project Number PK07124, McFarland Park Improvements, Contract Construction, \$420,000.00 funded by G.O. Bonds General, \$225,000.00 funded by Great Urban Park Grant.

Project Title:	McFarland Park
Project Number:	PK07124
Appropriation	\$645,000.00



Memphis City Council Summary Sheet

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

\$30,746.00 allocation, appropriation and transfer of funds from FY2020 CIP PK20100 Park Cover Line FFE to FY2020 CIP PK02006 Community Center/Park FFE, Fixtures Furniture and Equipment.

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

Parks and Neighborhoods

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

No it is not.

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

No it does not.

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

This Resolution will result in the expenditure of \$30,746.00.

**Resolution to Appropriate FFE Funds for
PK02006 Community Center/Park
Furniture Fixtures and Equipment**

WHEREAS, the Council of the City of Memphis did include Park Services Cover Line, CIP Project Number PK20100, as part of the Fiscal Year 2020 Capital Improvements Budget; and

WHEREAS, the Council of the City of Memphis did provide an allocation of \$150,000.00 for Furniture Fixtures and Equipment funds in Fiscal Year 2020 CIP Project Number PK20100, Park Services Cover Line, as part of the Fiscal Year 2020 Capital Improvement Budget; and

WHEREAS, the Administration desires to allocate, appropriate and transfer \$30,746.00 for Furniture Fixtures and Equipment funds from Fiscal Year 2020, CIP Project Number PK20100 to Fiscal Year 2020 CIP Project PK02006, Community Center/Park FFE; Furniture Fixtures and Equipment.

NOW THEREFORE BE IT RESOLVED, by the Council of the City of Memphis that it hereby approves the allocation, appropriation and transfer of \$30,746.00 for Furniture Fixtures and Equipment funds from Fiscal Year 2020 CIP Project Number PK20100, Park Services Cover Line, to Fiscal Year 2020 CIP Project Number PK02006, Community Center/Park FFE funds, Furniture Fixtures and Equipment, funded by G.O. Bonds General.

Project Title:	Community Center/Park FFE
Project Number:	PK02006
Appropriation	\$30,746.00



Memphis City Council Summary Sheet

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

\$416,000.00 allocation, appropriation and transfer of funds from FY2020 CIP PK20100 Park Cover Line, Contract Construction to FY2020 CIP PK03006 Miscellaneous Park Improvements, Contract Construction.

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

Parks and Neighborhoods

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

No it is not.

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

No it does not.

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

This Resolution will result in the expenditure of \$416,000.00.

Resolution to Appropriate Construction Funds For PK03006 Miscellaneous Park Improvements

WHEREAS, the Council of the City of Memphis did include Park Services Cover Line, CIP Project Number PK20100, as part of the Fiscal Year 2020 Capital Improvements Budget; and

WHEREAS, the Council of the City of Memphis did provide an allocation of \$2,150,000.00 for Contract Construction funds in Fiscal Year 2020 CIP Project Number PK20100, Park Services Cover Line, as part of the Fiscal Year 2020 Capital Improvement Budget; and

WHEREAS, the Administration desires to allocate, appropriate and transfer funds of \$416,000.00 from Fiscal Year 2020, CIP Project Number PK20100 Park Cover Line, Contract Construction to Fiscal Year 2020 CIP Project PK03006, Miscellaneous Park Improvements, Contract Construction.

NOW THEREFORE BE IT RESOLVED, by the Council of the City of Memphis that it hereby approves the allocation, appropriation and transfer of funds of \$416,000.00 from Fiscal Year 2020 CIP Project Number PK20100, Park Services Cover Line, Contract Construction to Fiscal Year 2020 CIP Project Number PK03006, Miscellaneous Park Improvements, Contract Construction, funded by G.O. Bonds General.

Project Title:	Miscellaneous Park Improvements
Project Number:	PK03006
Appropriation	\$416,000.00



Memphis City Council Summary Sheet

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

\$200,000.00 allocation, appropriation and transfer of funds from FY2020 CIP Project Number PK20100 Park Cover Line A/E to FY2020 CIP Project Number PK01034 Park Cover Line A/E.

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

Parks and Neighborhoods

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

No it is not.

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

No it does not.

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

This Resolution will result in the expenditure of \$200,000.00.

Resolution to Appropriate A/E Fees in PK01034 Park Cover Line

WHEREAS, the Council of the City of Memphis did include Park Services Cover Line, CIP Project Number PK20100, as part of the Fiscal Year 2020 Capital Improvements Budget; and

WHEREAS, the Council of the City of Memphis did provide an allocation of \$200,000.00 for Architecture/Engineering funds in Fiscal Year 2020 CIP Project Number PK20100, Park Services Cover Line, as part of the Fiscal Year 2020 Capital Improvement Budget; and

WHEREAS, the Administration desires to transfer and appropriate \$200,000.00 for Architecture/Engineering funds from Fiscal Year 2020, CIP Project Number PK20100 to Fiscal Year 2020 CIP Project PK01034, Park Cover Line Architecture/Engineering funds.

NOW THEREFORE BE IT RESOLVED, by the Council of the City of Memphis that it hereby approves the transfer and appropriation of \$200,000.00 for Architecture/Engineering funds from Fiscal Year 2020 CIP Project Number PK20100, Park Services Cover Line, to Fiscal Year 2020 CIP Project Number PK01034, Park Cover Line Architecture/Engineering funds and approves the allocation and appropriation of \$200,000.00 for Fiscal Year 2020 CIP Project Number PK01034, Park Cover Line A/E funds, Architecture/Engineering, funded by G.O. Bonds General.

Project Title:	Park Cover Line Architecture/Engineering Funds
Project Number:	PK01034
Appropriation	\$200,000.00



Memphis City Council Summary Sheet

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

\$500,000.00 allocation, appropriation and transfer of funds from FY2020 CIP PK20100 Park Cover Line Contract Construction to FY2020 CIP PK04017 Playground Resurfacing. *Potential impact on several districts.*

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

Parks and Neighborhoods

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

No it is not.

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

No it does not.

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

This Resolution will result in the expenditure of \$500,000.00.

Resolution to Appropriate Construction Funds for PK04017 Playground Resurfacing

WHEREAS, the Council of the City of Memphis did include Park Services Cover Line, CIP Project Number PK20100, as part of the Fiscal Year 2020 Capital Improvements Budget; and

WHEREAS, the Council of the City of Memphis did provide an allocation of \$2,150,000.00 for Contract Construction funds in Fiscal Year 2020 CIP Project Number PK20100, Park Services Cover Line, as part of the Fiscal Year 2020 Capital Improvement Budget; and

WHEREAS, the Administration desires to allocate, appropriate and transfer \$500,000.00 for Contract Construction funds from Fiscal Year 2020, CIP Project Number PK20100 to Fiscal Year 2020 CIP Project PK04017, Playground Resurfacing, Contract Construction.

NOW THEREFORE BE IT RESOLVED, by the Council of the City of Memphis that it hereby approves the allocation, appropriation and transfer of \$500,000.00 for Contract Construction funds from Fiscal Year 2020 CIP Project Number PK20100, Park Services Cover Line, to Fiscal Year 2020 CIP Project Number PK04017, Playground Resurfacing, Contract Construction, funded by G.O. Bonds General.

Project Title:	Playground Resurfacing
Project Number:	PK04017
Appropriation	\$500,000.00



Memphis City Council Summary Sheet

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

\$300,000.00 allocation, appropriation and transfer of funds from FY2020 CIP PK20100 Park Cover Line Contract Construction to FY2020 CIP PK07125 Sports Lighting Installation, Contract Construction. *Will affect various districts.*

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

Parks and Neighborhoods

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

No it is not.

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

No it does not.

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

This Resolution will result in the expenditure of \$300,000.00.

Resolution to Appropriate Construction Funds for PK07125 Sports Lighting Installation

WHEREAS, the Council of the City of Memphis did include Park Services Cover Line, CIP Project Number PK20100, as part of the Fiscal Year 2020 Capital Improvements Budget; and

WHEREAS, the Council of the City of Memphis did provide an allocation of \$2,150,000.00 for Contract Construction funds in Fiscal Year 2020 CIP Project Number PK20100, Park Services Cover Line, as part of the Fiscal Year 2020 Capital Improvement Budget; and

WHEREAS, as part of the HUD Resiliency Grant work at Rodney Baber Park, it is the Administration's desire to repurpose metal sports lighting poles and fixtures to be utilized at Jesse Turner Park and May Park; and

WHEREAS, the Administration desires to allocate, appropriate and transfer \$300,000.00 for Contract Construction funds from Fiscal Year 2020, CIP Project Number PK20100 to Fiscal Year 2020 CIP Project PK07125, Sports Lighting Installation, Contract Construction.

NOW THEREFORE BE IT RESOLVED, by the Council of the City of Memphis that it hereby approves the allocation, appropriation and transfer of \$300,000.00 for Contract Construction funds from Fiscal Year 2020 CIP Project Number PK20100, Park Services Cover Line, to Fiscal Year 2020 CIP Project Number PK07125, Sports Lighting Installation, Contract Construction, funded by G.O. Bonds General.

Project Title:	Sports Lighting Installation
Project Number:	PK07125
Appropriation	\$300,000.00

Summary for Park Improvements by Council District

District One:

Raleigh-Fraser Park- playground rubber re-surfacing - \$35,000

Pierotti Park – playground rubber re-surfacing - \$162,500

Kennedy Park – partial park drive asphalt re-surfacing - \$95,000?

Total - \$292,500

District Two:

May Park - installation of re-purposed sports-lights on 3 secondary soccer fields - \$225,000

Heroes Park – install gate - \$25,000

Fletcher Creek Park – refurbish burned trash receptacles (4) @ \$2,500 each =- \$10,000

Total - \$260,000

District Three:

Whitehaven CC Phase 1: splash-pad construction - \$513,987 (Appropriated by Resolution)

Oakhaven playground resurfacing - \$42,966

Total – \$556,953

District Four:

Drainage improvements to McFarland Park - \$420,000 (in addition to \$225,000 grant)

Jesse Turner Park – installation of re-purposed sports-lights on 1 baseball field - \$75,000

Spanish American Park gate and barrier from Cox Street - \$25,000

Lincoln Park Driveway Lighting - \$20,000

Glenview CC Drive Lighting - \$20,000

Total – \$560,000

District Five:

Giasman Park soccer pitch installation – (1) 43'x86', 2" conc. topper, site work - \$50,000

Willow Park soccer pitch installation – (1) 2" concrete topper, site work - \$50,000

Audubon Park playground rubber replacement and shade structure - \$53,000

Howze Park bio-swale to correct drainage issue - \$35,000.

Total - \$188,000

District Six:

Weaver Park – playground rubber re-surfacing - \$200,000 (separate parts)

Fairway Park – playground rubber re-surfacing - \$130,000 (ALT)

Total - \$200,000

District Seven:

Elizabeth Malone Park – playground rubber re-surfacing - \$95,000

Shivler Park – playground rubber re-surfacing - \$85,000

Total - \$180,000

ORDINANCE NO. _____

AN ORDINANCE TO RESCIND REFERENDUM ORDINANCE NO. 5744 AMENDING ARTICLE 27, SECTION 190 OF THE CHARTER OF THE CITY OF MEMPHIS, SAME BEING CHAPTER 11 OF THE ACTS OF 1879, AS AMENDED, AND RELATIVE TO AMENDMENTS THERETO PURSUANT TO THE PROVISIONS OF ARTICLE 11 SECTION 9 OF THE CONSTITUTION OF THE STATE OF TENNESSEE (HOME RULE AMENDMENT) TO ALLOW SPECIFIED PERSONNEL EMPLOYED WITH THE DIVISIONS OF POLICE AND FIRE SERVICES TO RESIDE WITHIN 50 MILES FROM THE CITY OF MEMPHIS.

WHEREAS, on December 18, 2019, the Memphis Council approved Ordinance No. 5744 with same night minutes; and

WHEREAS, this approval deprived newly elect members of this body from providing input on the matter; and

WHEREAS, the rationale and information provided highlighted an issue of retention rather than recruitment, and the Ordinance as written would allow approximately 4,000 current public safety employees and all future public safety employees to reside outside of the City of Memphis; and

WHEREAS, the City Council prefers that all public safety employees live in the City limits and as we grapple with pension investments, this Council is concerned that more than 600 public safety employees are eligible for retirement within five years; and

WHEREAS, the Memphis City Council currently has the authority to address the issue of retention through legislation and budgeting oversight, and the Council desires to rescind Referendum Ordinance No. 5744.

Section 1.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEMPHIS that Referendum Ordinance No. 5744 be rescinded in its entirety.

Section 2.

NOW, THEREFORE, BE IT FURTHER ORDAINED BY THE COUNCIL OF THE CITY OF MEMPHIS that the Comptroller shall not certify or submit Referendum Ordinance No. 5744 to the Shelby County Election Commission in charge of holding the general State election on November 3, 2020, or request that Referendum Ordinance No. 5744 to the Home Rule Charter of the City of Memphis be placed on the ballot.

Section 3. Nonconflicting – Conflicting Laws

BE IT FURTHER ORDAINED, that upon adoption of this Home Rule Amendment, all laws constituting the present Charter of the City of Memphis, not in conflict with this amendatory Home Rule Ordinance, be and the same are here continued in full force and effect, and all laws in conflict therewith are hereby repealed.

Section 4. Severability

BE IT FURTHER ORDAINED, that if any clause, section, paragraph, sentence or part of this Ordinance shall be held or declared to be unconstitutional and void, it shall not affect the remaining parts of this ordinance, it being hereby declared to be the legislative intent to have passed the remainder of this ordinance notwithstanding the parts so held to be invalid, if any.

Section 5. Publication

BE IT FURTHER ORDAINED, that this ordinance shall be published immediately after the adoption hereof.

Section 6. Enactment of City Ordinance

BE IT FURTHER ORDAINED, that this ordinance shall take effect from and after the date it shall have 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.

Sponsors

Chairwoman

Martavius Jones

Patrice J. Robinson



6/26

Received

JAN 27 2020

Chief Administrative Office

City Council Item Routing Sheet

General Services

Public Works

Division: City Council Committee: Budget - Hearing Date: Click here to enter text.

RECEIVED
JAN 28 2020
Finance Division
Budget

Ordinance

Resolution

Grant Acceptance

Budget Amendment

Commendation

Other: Click here to enter text.

is

Item Description: This a Resolution requesting the approval of the sale of City owned surplus property acquired by the City of Memphis for the Division of Housing and Community Development, located at 0 Pontotoc Ave in Memphis, Shelby County, Tennessee 38126 and further described as Parcel #007016 00002, to the adjacent property owner, DJM Holdings, in accordance with City Ordinance Sec 2-16-1(E).

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: No previous actions have been taking by any other entity.

Does this item require city expenditure? No
\$Amount:
\$Revenue to be received: \$4,500

Source and Amount of Funds:

Approvals

Deputy CFO

Director Date 1/24/20

Division Chief Date 1/30/2020

Budget Manager Date 1/30/2020

Chief Financial Officer Date 02/03/2020

Chief Legal Officer _____ Date _____

Chief Operating Officer

Date 1/28/20

Council Committee Chair

_____ Date _____



Memphis City Council Summary Sheet

^{is}
1. Description of the Item (Resolution, Ordinance, etc.)

This a Resolution requesting the approval of the sale of City owned surplus property acquired by the City of Memphis for the Division of Housing and Community Development, located at 0 Pontotoc Ave in Memphis, Shelby County, Tennessee 38126 and further described as Parcel #007016 00002, to the adjacent property owner, DJM Holdings, in accordance with City Ordinance Sec 2-16-1(E).

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

General Services

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

This item does not require a change to an existing ordinance.

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 does not require an expenditure of funds or a budget amendment.

City Council Resolution



A Resolution approving the sale of 0 Pontotoc-Parcel ID #007016 00002 Memphis, Tennessee 38126

WHEREAS, the City of Memphis has ownership of certain real property located at: 0 Pontotoc in Memphis, Shelby County Tennessee, identified by the Shelby County Register of Deeds Office as Parcel ID # 007016 00002; and

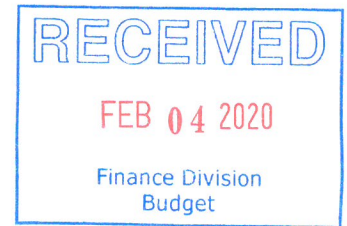
WHEREAS, DJM Property Holdings is the adjacent property owner and desires to purchase this parcel, 007016 00002 and has submitted an offer of \$4,500 based upon comparable sales and approval by the City's Real Estate Manager; and

WHEREAS, the sale of the Subject Property will increase the City's General Fund, generate tax revenue, and eliminate blight and maintenance cost for the City of Memphis; and

WHEREAS, it is deemed to be in the best interest of the Citizens of the City of Memphis and County of Shelby that this request be considered subject to the terms and conditions set forth in the Offer to Purchase and in City Ordinance 2-16-1(E).

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the offer made by DJM Property Holdings on the above described property is hereby accepted subject to the City Ordinance 2-16-1(E) which states in part, "The city real estate manager shall be authorized to convey property to a selected adjacent property owner, without necessity of competitive bidding, for approval by the city council with one reading under the following circumstance: The selected adjacent property owner is willing and capable of paying the value of the adjacent property to be acquired based on valuation determined by the city real estate department."

BE IT FURTHER RESOLVED, that subject to the Ordinance, the City of Memphis Real Estate Department shall prepare and arrange for the execution of the quit claim deed, and any other documents incidental to the completion of the transfer, and the Mayor of the City of Memphis is hereby authorized to execute said deeds or any other documents necessary to complete the sale and conveyance.



Memphis City Council Summary Sheet

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

This a Resolution requesting the approval of the sale of City owned surplus property acquired with federal funds by the City of Memphis for the Division of Housing and Community Development, located at 2141 Goff Avenue in Memphis, Shelby County, Tennessee 38114 and further described as Parcel #047008 00007. The proceeds from this sale shall be deposited into fund 221 for Community Development Block Grant Program.

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

General Services

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

This item does not require a change to an existing ordinance.

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 does not require an expenditure of funds or a budget amendment.

City Council Resolution



A Resolution approving the sale of 2141 Goff Avenue-Parcel ID #047008 00007 Memphis, Tennessee 38114

WHEREAS, the City of Memphis has ownership of certain real property located at 2141 Goff Avenue in Memphis, Shelby County Tennessee, identified by the Shelby County Register of Deeds Office as Parcel ID # 047008 00007; and

WHEREAS, Greg Parker, a citizen of Shelby County Tennessee desires to purchase parcel# 047008 00007 and has submitted an offer of \$1,000 based upon comparable sales and approval by the City's Real Estate Manager; and

WHEREAS, the proceeds from this sale shall be deposited in Fund 221 Block Grant Program, generate tax revenue, and eliminate blight and maintenance cost for the City of Memphis; and

WHEREAS, it is deemed to be in the best interest of the Citizens of the City of Memphis and County of Shelby that this request be considered subject to the terms and conditions set forth in the Offer to Purchase and in City Ordinance 2-291-1(A).

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the offer made by Greg Parker, a citizen of Shelby County Tennessee on the above described property is hereby accepted subject to the City Ordinance 2-291-1(A) which states in part, "The city real estate manager shall place a value on all properties being considered for sale in a manner herein determined and on all properties having an estimated and probable value of \$10,000.00 or less shall place a value without obtaining an independent appraisal."

BE IT FURTHER RESOLVED, that subject to the Ordinance, the City of Memphis Real Estate Department shall prepare and arrange for the execution of the quit claim deed, and any other documents incidental to the completion of the transfer, and the Mayor of the City of Memphis is hereby authorized to execute said deeds or any other documents necessary to complete the sale and conveyance.



Memphis City Council Summary Sheet

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

This Ordinance amends Chapter 21 of the City of Memphis, Code of Ordinances to add a section related to the Speed Enforcement Photographic System.

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 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 (Speed Enforcement Camera Ordinance)

An Ordinance to amend Chapter 21 of the City of Memphis, Code of Ordinances to add a section related to the Speed Enforcement Photographic System.

MEMORANDUM

From: Manny Belen, PE, Director of Engineering 
To: Jim Strickland, Mayor
Via: Doug McGowen, Chief Operating Officer
DATE: February 6, 2020
SUBJECT: Automated Speed Enforcement Program Ordinance

Parts of the Decision Brief/Memo

1. Problem Statement or Opportunity

This Ordinance amends Chapter 21 of the City of Memphis, Code of Ordinances to add a section related to the Speed Enforcement Photographic System.

2. Recommendation

The Division of Engineering recommends approval.

3. Prior Coordination

The City of Memphis entered into a contract with Conduent State and Local Solutions on December 27, 2018 for the installation of Automated Speed Enforcement Cameras at (15) locations throughout the City. All construction and implementation work for this new system has been completed. The Automated Speed Enforcement Cameras began issuing official citations on 1-20-20. This Ordinance is being proposed to provide a clear distinction between Automated Red Light Enforcement and Automated Speed Enforcement as requested by the City Court Clerk's Office.

4. Additional Information

None



AN ORDINANCE TO AMEND CHAPTER 21 OF THE CITY OF MEMPHIS, CODE OF ORDINANCES TO ADD A SECTION RELATED TO THE SPEED ENFORCEMENT PHOTOGRAPHIC SYSTEM

WHEREAS, Tennessee Code Annotated § 55-8-198 governs the implementation and use of unmanned traffic enforcement cameras;

WHEREAS, the City desires to implement a speed enforcement photographic system, which is subject to the regulations set forth in Tenn. Code Ann. § 55-8-198; and

WHEREAS, the City seeks to enact an ordinance that conforms with state law as set forth in Tenn. Code Ann. § 55-8-198.

SECTION 1. NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEMPHIS, that following is hereby added to Chapter 21, entitled "Vehicles and Traffic," of the Memphis Code of Ordinances and shall read as follows:

SECTION 21-81. – SPEED ENFORCEMENT PHOTOGRAPHIC SYSTEM

State Law reference— Unmanned traffic enforcement cameras, T.C.A. § 55-8-198.

(A) - Definitions.

The following words, terms and phrases, when used herein, shall have ascribed to them the following meanings, except where the context clearly indicates a different meaning.

Citations and warning notices means the documents of notice of violation and shall include:

1. The name and address of the registered owner of the vehicle;
2. The registration plate number of the motor vehicle involved in the violation;
3. The violation charged;
4. The location of the violation;
5. The date and time of the violation;
6. A copy of the recorded image;
7. The amount of the civil penalty imposed and the date by which the civil penalty should be paid;
8. A sworn statement signed by an officer or agent of the police services division that based on inspection of recorded images, the subject motor vehicle was being operated in violation of section 21-106, and/or 21-107; and
9. Information advising the person alleged to be liable for violation of section 21-106, and/or 21-107 (i) of the manner and time in which the liability alleged in the citation may be contested in city court, and (ii) warning that failure to contest in the manner and time provided shall be deemed an admission of liability and that a default judgment may be entered thereon.

Recorded images means images recorded by a speed enforcement photographic system:

1. On a photograph, microphotograph, electronic image, videotape, or any other medium; and
2. At least one image or portion of tape, clearly identifying the registration plate number, or other identifying designation of the license plate, on the motor vehicle.

System location is within the boundary of an active school speed zone or in a reverse curve or "S" curve portion of a public road or highway, as defined by T.C.A. § 55-8-198.

Speed Enforcement Photographic System is an electronic system consisting of a photographic, video or electronic camera that automatically detects and produces photographs, video or digital images

of each vehicle exceeding the active school zone speed limit or exceeding the speed limit within a reverse or "S" curve.

Vehicle owner is the person identified on records maintained by the Tennessee Department of Safety as the registered owner of a motor vehicle.

(B) - Administration.

1. The City Court Clerk or an agent of said office shall administer the speed enforcement photographic system and shall maintain a list of all system locations where speed enforcement photographic systems are installed.
2. Signs to indicate the use of the speed enforcement photographic system shall be clearly posted not less than five hundred feet (500') but not more than one thousand feet (1,000') in advance of the enforcement area of the unmanned traffic enforcement camera informing drivers as to the presence of traffic enforcement cameras at the approaching location. All regulatory and warning signs relating to the intersection or enforcement area shall meet the conventional road size or larger requirements of the MUTCD.

(C) - Offense.

It shall be unlawful for any person to drive a vehicle at a rate of speed greater than 15 miles per hour on that portion of any street which has been designated as a school zone by official signs during any time when school children are present, when school zone flashing signals are in operation or otherwise in violation of sections 21-378 or 21-107 of this code.

It shall be unlawful for any person to drive a vehicle at a rate of speed greater than is permitted on that portion of any street which is constructed as a reverse or "S" curve or otherwise in violation of sections 21-378 or 21-106 of this code.

(D) - Procedure.

1. The city shall adopt procedures for the issuance of uniform citations and warning notices hereunder.
2. A citation or warning notice so issued, alleging an offense hereunder in violation of section 21-106 or 21-107 of this code, which is sworn to or affirmed by an official of the division of police services or an agent of said division based on inspection of recorded images produced by the speed enforcement photographic system, and which includes copies of such recorded images, shall be prima facie evidence of the facts contained therein and shall be admissible in any proceeding alleging a violation hereunder. The citation or warning notice shall be forwarded by first-class mail, postmarked pursuant to state law, to the vehicle owner's address as given on the motor vehicle registration records maintained by the Tennessee Department of Safety. Personal delivery to or personal service of process on the owner of the vehicle shall not be required.
3. A person who receives a citation or warning notice may:
 - a. Pay the assessed fine and civil penalty, in accordance with instructions on the citation or warning notice, directly to the city court clerk; or
 - b. Elect to contest the citation for the alleged violation.
4. Liability hereunder shall be determined based upon preponderance of the evidence. Admission into evidence of a citation or warning notice, together with proof that the defendant was at the time of the violation the registered owner of the vehicle, shall permit the trier of fact in its discretion to infer that such owner of the vehicle was the driver of the vehicle at the time of the alleged violation. Such an inference may be rebutted if the owner of the vehicle:
 - a. Testifies under oath in open court that he or she was not the operator of the vehicle at the time of the alleged violation; and
 - b. Presents to the court prior to the return date established on the citation and warning notice a certified copy of a police report showing that the vehicle had been reported to the police as stolen prior to the time of the alleged violation; or
 - c. Submits to the court prior to the return date established on the citation and warning notice the owner's sworn notarized statement that the vehicle was in the care, custody or control of

another person or entity at the time of the violation and identifying the name and address of the person or entity who leased, rented or otherwise had such possession of the vehicle at the time of the alleged violation.

5. The following vehicles are exempt from receiving a citation and warning notice:
 - a. Emergency vehicles with active emergency lights;
 - b. Vehicles moving through the intersection to avoid or clear the way for a marked emergency vehicle;
 - c. Vehicles under police escort; and
 - d. Vehicles in a funeral procession.

(E). - Penalty.

1. Any offense hereunder shall be deemed a non-criminal violation for which a civil penalty of \$50.00 shall be assessed. Failure to pay the civil penalty or appear in court to contest the citation or warning notice on the designated date shall result in an assessment of court costs. The city may establish procedures for the trial of civil violators and may enforce and collect all penalties assessed in the nature of a debt.
2. A violation for which a civil penalty is imposed hereunder shall not be considered a moving violation and may not be recorded by the division of police services or the state department of safety on the driving record of the owner or driver of the vehicle and may not be considered in the provision of motor vehicle insurance coverage.

(F). – Use of Revenues.

1. All net revenues generated from penalties and assessments associated with this program and the enforcement of section 21-106 or 21-107 that exceed the cost of the administration and operation of the speed enforcement photographic system will be apportioned to the Division of Engineering for traffic safety projects or initiatives. This would include, but not be limited to the design, installation, operation, and maintenance of traffic control devices, traffic calming infrastructure, and pedestrian safety infrastructure. Said funds shall be distributed from the office of the city court clerk on a monthly basis upon receipt.

SECTION 2. BE IT FURTHER ORDAINED, that the provisions of this Ordinance shall be added as a chapter to Title 11, entitled “Vehicles and Traffic,” of the Code as maintained by Municode.

SECTION 3. BE IT FURTHER ORDAINED, that the provisions of this Ordinance are hereby severable. If any of these sections, provisions, sentences, clauses, phrases, or parts are held unconstitutional or void, the remainder of this Ordinance shall continue in full force and effect.

SECTION 4. BE IT FURTHER ORDAINED BY THE COUNCIL OF THE CITY OF MEMPHIS, 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 Mayor in writing by the comptroller and become effective as otherwise provided by law.

Council Chairman

Resolution extending the moratorium on the issuance of certain project authorizations on Lamar Avenue between Winchester Road and Bellevue Boulevard for 180 days.

WHEREAS, on September 3, 2019, the Memphis City Council approved a moratorium on the issuance of certain project authorizations on Lamar Avenue between Winchester Road and Bellevue Boulevard for 180 days; and

WHEREAS, the Memphis and Shelby County Uniform Development Code allows for Commercial Mixed Use – 3 (CMU-3) in the areas of Lamar Avenue between Winchester Road and Bellevue Boulevard; and

WHEREAS, there are currently six car washes, eleven tire repair shops, eighteen auto sales businesses, three auto repair shops and twelve service stations on Lamar Avenue between Winchester Road and Bellevue Boulevard; and

WHEREAS, the high volume of automotive related businesses within congested traffic areas has led to increased accidents and presents a public safety issue; and

WHEREAS, the Council and Administration are working together towards a proposed solution concerning economic growth in the area; and

WHEREAS, permits and development authorizations are overseen by the Memphis and Shelby County Office of Planning and Development.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMPHIS CITY COUNCIL does hereby extend the moratorium on the issuance or project authorizations and application approvals related to automotive sales, automotive repair, tire repair shops, convenience stores, and convenience stores with gas stations in the areas of Lamar Avenue between Winchester Road and Bellevue Boulevard for an additional 180 days excluding existing and currently operational properties seeking minor renovations to an existing structure with approval by the Council.

SPONSOR:

Jamita E. Swearngen

February 18, 2020

MINUTES
REGULAR MEETING OF THE CITY COUNCIL
CITY OF MEMPHIS
February 04, 2020

3:30 P.M. SCHEDULED SESSION

3:33 P.M. MEETING COMMENCED

ROLL CALL: J. Ford Canale, Chase Carlisle, Frank Colvett, Jr., Edmund Ford, Sr., Cheyenne Johnson, Martavius Jones, Rhonda Logan, Worth Morgan, JB Smiley, Jr., Jamita Swearengen, Jeff Warren and Chairwoman Patrice Robinson. Michalyn Easter-Thomas was absent.

**THE MEETING WAS CALLED TO ORDER
BY SERGEANT-AT-ARMS**

INVOCATION

The meeting was opened with prayer by Pastor Gregory M. Askew, Sr., from Jubilee Church of God in Christ Church. Councilwoman Logan presented Pastor Askew with a certificate naming him Chaplain of the Day.

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 January 21, 2020 with the following motion:

(Councilman Colvett made a motion to amend Item #25 (MLGW Budget) showing Chairwoman Robinson affirming a YES vote; without objection.)

MOTION: Colvett
SECOND: Carlisle
AYES: Canale, Carlisle, Colvett, Ford, Johnson, Jones, Logan, Morgan, Smiley, Swearengen, Warren and Chairwoman Robinson.
Easter-Thomas was absent

APPROVED, as amended

- 3. **RESOLUTION APPROVING A STREET/ALLEY CLOSURE LOCATED WITHIN THE BLOCK BOUNDED BY FORD, GILLEAS, TRAVIS AND HARAHAH ROADS, CONTAINING +/-1,500 SQUARE FEET IN THE RESIDENTIAL SINGLE-FAMILY – 6 DISTRICT. THIS RESOLUTION IS SPONSORED BY THE OFFICE OF PLANNING AND DEVELOPMENT.**

CASE NO. SAC 19-11

Held until February 18, 2020

- 22. **ORDINANCE TO AMEND CHAPTER 11 ARTICLE 16 OF THE CODE OF ORDINANCES TO PROHIBIT THE USE OF WIRELESS TELECOMMUNICATION DEVICES ON ROADWAYS AND HIGHWAYS, UP FOR T H I R D AND F I N A L READING. ORDINANCE NO. 5733 IS SPONSORED BY THE ADMINISTRATION. (HELD FROM 11/19)**

Held until February 18, 2020

- 1. **RESOLUTION APPROVING A PLANNED DEVELOPMENT LOCATED ON THE EASTSIDE OF MASSEY ROAD; +/-550 FEET NORTH OF POPLAR AVENUE CONTAINING 1.43 ACRES A PART OF THE MASSEY ROAD OUTLINE PLAN (P.D. 94-367). THIS RESOLUTION IS SPONSORED BY THE OFFICE OF PLANNING AND DEVELOPMENT.**

CASE NO. PD 19-15

Applicant: Jason Crews Partnership
Solomito Land Planning – Representative

Request: Planned Development to allow a change of land use for a five (5) story hotel building

LUCB and OPD recommendation: APPROVAL, with conditions

MOTION: Colvett

SECOND: Carlisle

AYES: Canale, Carlisle, Colvett, Ford, Johnson, Jones, Logan, Smiley, Swearengen, Warren and Chairwoman Robinson
Morgan did not cast a vote
Easter-Thomas was absent

APPROVED, as amended

- 2. **RESOLUTION APPROVING A SPECIAL USE PERMIT LOCATED ON THE SOUTHEAST CORNER OF THE INTERSECTION OF RUNWAY ROAD AND SWINNEA ROAD, CONTAINING +/-4,500 SQ. FT (LEASE AREA), +/-25.73 ACRES (TOTAL), IN THE RESIDENTIAL URBAN – 2(RU-2) DISTRICT. THIS RESOLUTION IS SPONSORED BY THE OFFICE OF PLANNING AND DEVELOPMENT.**

CASE NO. SUP 19-38

Applicants: Mallory Alexander International Logistics, LLC/ TVT I, LLC
(Tower Ventures)
Lou Katzerman (Tower Ventures) – Representative

Request: Special Use Permit to allow a CMCS (Cell) Tower

LUCB and OPD recommendation: APPROVAL, with conditions

MOTION: Colvett
SECOND: Canale
AYES: Canale, Carlisle, Colvett, Ford, Johnson, Jones, Logan, Morgan, Smiley,
Swearengen, Warren and Chairwoman Robinson
Easter-Thomas was absent

APPROVED

- 4. **RESOLUTION APPROVING A STREET/ALLEY CLOSURE LOCATED SOUTH OF THE IMPROVED SECTION OF KIRBY ROAD AND NORTH OF SULGRAVE DRIVE, CONTAINING +/-6,534 SQUARE FEET IN THE RESIDENTIAL SINGLE-FAMILY – 10 (R-10) DISTRICT. THIS RESOLUTION IS SPONSORED BY THE OFFICE OF PLANNING AND DEVELOPMENT.**

CASE NO. SAC 19-12

Applicants: Josephine & William Schilling and Ivy Grove Kirby LLC/
Ivy Grove Kirby LLC
W. H. Porter, P. E. – Tim Dagastino and Henry Porter –
Representatives

Request: Divesture of an unimproved portion of Kirby Road

LUCB and OPD recommendation: APPROVAL, with conditions

MOTION: Colvett
SECOND: Canale
AYES: Canale, Carlisle, Colvett, Ford, Johnson, Jones, Logan, Morgan, Smiley,
Swearengen, Warren and Chairwoman Robinson
Easter-Thomas did not cast a vote

APPROVED

CONSENT AGENDA – Items #5 - #8 may be acted upon by one motion: See Page 5362/5363 for Roll Call Consent Items.

- 5. **ORDINANCE TO AMEND A COUNCIL MEETING DATE FOR THE MONTH OF MARCH FROM THE THIRD TUESDAY TO THE FOURTH TUESDAY, UP FOR F I R S T READING. ORDINANCE NO. 5746 IS SPONSORED BY CHAIRWOMAN ROBINSON.**

APPROVED, on First reading

6. **RESOLUTION APPROVING THE ENGINEERING PLANS FOR PROJECT IRIS.**

Contract No. CR-5317

Resolution approves the engineering plans located at 4055 New Allen Road/Hawkins Mill 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 the Performance Bond No. 30072389 in the amount of \$2,098,300.00 on behalf of the City of Memphis.

City Engineer recommends approval

APPROVED, with Same Night Minutes

7. **RESOLUTION ACCEPTING ST. LOUIS CATHOLIC CHURCH & SCHOOL (WHITE STATION ROAD REDUCED SPEED SIGNING) AND AUTHORIZING RELEASE OF THE BOND.**

Resolution approves accepting the public improvements with the City of Memphis as shown on the engineering plans located on White Station Road between Cole Road and Angela Road in the City of Memphis, Tennessee. Resolution also authorizes the release of refundable Regions Bank Cashier's Check No. 5505368414 in the amount of \$36,100.00 held as security for the standard improvement contract.

APPROVED

8. **RESOLUTION ACCEPTING SOUTH CITY SUBDIVISION EAST SECTION 1 (S 16-11) AND AUTHORIZING RELEASE OF BOND.**

Resolution approves accepting the public improvements with the City of Memphis as shown on the final plat located on the west side of Lauderdale Street, south of Vance Avenue, east side of Danny Thomas Boulevard in the City of Memphis, Tennessee. Resolution also authorizes the release of Performance Bond No. 016076665 in the amount of \$2,936,339.00 held as security for the standard improvement contract.

APPROVED

ROLL CALL CONSENT ITEMS

MOTION: Colvett

SECOND: Warren

AYES: Canale, Carlisle, Colvett, Ford, Johnson, Jones, Logan, Morgan, Smiley,

Swearingen, Warren, and Chairwoman Robinson
Easter-Thomas was absent

APPROVED

FISCAL CONSENT AGENDA – Item #9- #11 may be acted upon by one motion:

- 9. **RESOLUTION TO ACCEPT GRANT FUNDS IN THE AMOUNT OF \$139,402.33 FROM THE SHELBY COUNTY SHERIFF’S OFFICE. THIS RESOLUTION IS SPONSORED BY THE DIVISION OF POLICE SERVICES (REQUEST FOR SAME NIGHT MINUTES)**

APPROVED

- 10. **RESOLUTION TO ACCEPT ONE SKYCOPIER CAMERA TO BE INSTALLED AT STRAVENGER COVE AT THE REQUEST OF STRAVENGER COVE RESIDENTS, WHO GAVE THE NECESSARY FUNDS. THE CAMERA IS BEING DONATED BY THE MEMPHIS/SHELBY COUNTY LAW ENFORCEMENT FOUNDATION. THE CUMULATIVE TOTAL DONATION IS \$9,200.00. DISTRICT 2, SUPER DISTRICT 9. THIS RESOLUTION IS SPONSORED BY THE DIVISION OF POLICE SERVICES. (REQUEST FOR SAME NIGHT MINUTES)**

APPROVED

- 11. **RESOLUTION TO AMEND THE FY20 OPERATING BUDGET BY ACCEPTING AND APPROPRIATING THE EXPENDITURES AND REVENUES FOR THE LEAD HAZARD REDUCTION DEMONSTRATION 2019 GRANT (\$5,000,000.00) THAT INCLUDES FUNDING FOR THE HEALTH HOMES INITIATIVE (\$600,000.00) IN THE TOTAL AMOUNT OF (\$5,600,000.00). THIS RESOLUTION IS SPONSORED BY HOUSING AND COMMUNITY DEVELOPMENT. (REQUEST FOR SAME NIGHT MINUTES)**

APPROVED

ROLL CALL FISCAL CONSENT ITEM

MOTION: Colvett
 SECOND: Canale
 AYES: Canale, Carlisle, Colvett, Ford, Johnson, Jones, Logan, Morgan, Smiley,
 Swearingen, Warren, and Chairwoman Robinson
 Easter-Thomas was absent

APPROVED

24. **RESOLUTION TRANSFERRING, ALLOCATING AND APPROPRIATING G.O. BOND FUNDS IN THE VALUE OF \$60,000.00 WITHIN PROJECT NUMBER EN01035 FROM AGRICULTURE & ENGINEERING TO CONTRACT CONSTRUCTION FOR A CONSTRUCTION CONTRACT WITH SUPERIOR TRAFFIC CONTROL. THESE FUNDS WILL SUPPLEMENT THE EXISTING ALLOCATION AND APPROPRIATION OF CONTRACT CONSTRUCTION G.O. BOND FUNDS TO SUFFICIENTLY FUND THE CONTRACT DISTRICTS 4, 5 AND 6, SUPER DISTRICT 8 AND 9. THIS RESOLUTION IS SPONSORED BY THE ENGINEERING DIVISION. (REQUEST FOR SAME NIGHT MINUTES)**

MOTION: Smiley
 SECOND: Colvett
 AYES: Canale, Carlisle, Colvett, Ford, Johnson, Jones, Logan, Morgan, Smiley, Swearngen, Warren, and Chairwoman Robinson
 Easter-Thomas was absent

APPROVED

MLGW FISCAL CONSENT AGENDA – Items #12 - #20 may be acted upon by one motion:

12. **RESOLUTION APPROVING CHANGE NO. 4 TO CONTRACT NO. 11799, NETWORK MAINTENANCE WITH CONVERGE ONE (FORMERLY VENTURE TECHNOLOGIES, INCORPORATED) IN THE FUNDED AMOUNT OF \$1,495,793.81. (THIS CHANGE IS TO RENEW THE CURRENT CONTRACT FOR THE FOURTH AND FINAL ANNUAL RENEWAL TERM COVERING THE PERIOD FEBRUARY 15, 2020 THROUGH FEBRUARY 14, 2021. THIS CHANGE REFLECTS AN INCREASE IN THE MANUFACTURER'S COST IN THE AMOUNT OF \$24,233.00; A TARIFF INCREASE ON PRODUCTS MANUFACTURED IN CHINA IN THE AMOUNT OF \$36,335.00; AND ADDITIONAL MAINTENANCE FOR HARDWARE THAT WAS PROCURED IN 2019 UNDER THIS AGREEMENT IN THE AMOUNT OF \$320,033.00.)**

APPROVED

13. **RESOLUTION APPROVING THE PAYMENT OF AN INVOICE FOR THE 2020 ANNUAL MEMBERSHIP DUES PLUS LOCATE REQUEST TICKETS FROM TENNESSEE ONE CALL SYSTEM IN THE AMOUNT OF \$123,283.60.**

APPROVED

14. **RESOLUTION APPROVING CHANGE NO. 3 TO CONTRACT NO. 11887, GAS MATRIX UTILITY LANDSCAPING TO ENLIGHTENMENT, INCORPORATED DBA APS FACILITY MAINTENANCE IN THE FUNDED AMOUNT OF \$250,000.00. (THIS CHANGE IS TO RENEW THE CURRENT CONTRACT FOR THE THIRD OF FOUR ANNUAL RENEWAL TERMS FOR THE PERIOD COVERING FEBRUARY 14, 2020 THROUGH FEBRUARY 13, 2021. THIS RENEWAL REFLECTS AN INCREASE IN RATES DUE TO A RISE IN THE COST OF MATERIALS REQUIRED TO SERVICE**

CONTRACTS SUCH AS SOD, TREES, SHRUBS AND OTHER RELATED MISCELLANEOUS ITEMS.)

APPROVED

15. **RESOLUTION APPROVING CHANGE NO. 1 TO CONTRACT NO. 12063, GAS TRANSMISSION RIGHT-OF-WAY MOWING AND TREE TRIMMING TO BEAN & PRINCE CONTRACTORS, INCORPORATED IN THE FUNDED AMOUNT OF \$12,400.00. (THIS CHANGE IS TO INCREASE THE CURRENT CONTRACT VALUE AND PROVIDE FOR THE RATE TO USE ADDITIONAL EQUIPMENT AS NEEDED FOR THE CONTRACTOR TO PERFORM THE SCOPE OF WORK.)**

APPROVED

16. **RESOLUTION APPROVING CHANGE NO. 1 TO CONTRACT NO. 11624, NATURAL GAS MANAGEMENT SYSTEM TO PIONEER SOLUTIONS GLOBAL, LLC, IN THE FUNDED AMOUNT OF \$191,018.00. (THIS CHANGE IS TO: 1) RATIFY THE APPROVAL OF PAYMENT, AFTER THE FACT, OF THE TRMTRACKER SOFTWARE MAINTENANCE AND SUPPORT FOR THE PERIOD JANUARY 1, 2020 THROUGH DECEMBER 31, 2020 IN THE AMOUNT OF \$60,000.00; 2) ADD MAINTENANCE AND SUPPORT FOR TRMTRACKER SOFTWARE FOR THE PERIOD COVERING JANUARY 1, 2021 THROUGH DECEMBER 31, 2021 IN THE AMOUNT OF \$60,000.00, 3) ADD MAINTENANCE AND SUPPORT FOR TRMTRACKER SOFTWARE FOR THE PERIOD COVERING JANUARY 1, 2022 THROUGH DECEMBER 31, 2024 IN THE AMOUNT OF \$191,018.00; AND 4) EXTEND THE PORTAL SOFTWARE MAINTENANCE AND SUPPORT FOR THE PERIOD COVERING APRIL 1, 2020 THROUGH DECEMBER 31, 2024 IN THE AMOUNT OF \$57,000. THIS EXTENSION IS ALSO TO ALIGN THE MAINTENANCE SCHEDULE FOR BOTH SOFTWARE APPLICATIONS TO REFLECT A CALENDAR YEAR.)**

APPROVED

17. **RESOLUTION AWARDED CONTRACT NO. 12087, MLGW VIDEO WALL REPLACEMENT TO ACTIVU IN THE FUNDED AMOUNT OF \$475,000.00.**

APPROVED

18. **RESOLUTION APPROVING CHANGE NO. 1 TO CONTRACT NO. 12035, ENVIRONMENTAL CONSULTING AND REMEDIATION SERVICES WITH BH&M ENVIRONMENTAL CONSULTANTS, INCORPORATED IN THE FUNDED AMOUNT NOT-TO-EXCEED \$1,500,000.00. (THIS CHANGE IS TO RENEW THE CURRENT CONTRACT FOR THE FIRST OF FOUR ANNUAL RENEWAL TERMS FOR THE PERIOD COVERING APRIL 8, 2020 THROUGH APRIL 7, 2021, WITH NO INCREASE IN RATES FROM THE ORIGINAL TERM.)**

APPROVED

19. **RESOLUTION APPROVING THE RENEWAL OF COOPERATIVE AGREEMENT NO. 5447, INVESTIGATION OF WATER RESOURCES, FOR THE PERIOD OF JANUARY 1, 2020 TO DECEMBER 31, 2020, 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.**

APPROVED

20. **RESOLUTION APPROVING CHANGE NO. 1 TO CONTRACT NO. 12105, OVERHEAD WATER STORAGE TANK PAINTING FOR CAPLEVILLE, STONEBRIDGE, AND EGYPT CENTRAL WITH CURRENS CONSTRUCTION SERVICES, LLC IN THE FUNDED AMOUNT OF \$75,000.00. (THIS CHANGE IS TO ADD CONTINGENCY FUNDS TO THE CURRENT CONTRACT FOR UNFORESEEN CIRCUMSTANCES AT THE THREE POTABLE WATER STORAGE TANKS. MLGW IS REQUESTING CONTINGENCY FUNDS BE ADDED DUE TO UNFORESEEN ISSUES FOUND AT THE EGYPT CENTRAL WATER TANK. THESE REPAIRS WERE NECESSARY FOR PERSONNEL SAFETY AS WELL AS TO MAINTAIN THE STRUCTURAL INTEGRITY OF THE WATER TANK. IN ADDITION, THE CONTINGENCY FUNDS WILL BE UTILIZED IN THE EVENT OTHER UNFORESEEN ISSUES ARE FOUND AND REPAIRS NEEDED AT THE TWO REMAINING TANKS.)**

APPROVED**ROLL CALL MLGW FISCAL CONSENT ITEMS**

MOTION: Morgan
 SECOND: Canale,
 AYES: Canale, Carlisle, Colvett, Ford, Johnson, Jones, Logan, Morgan, Smiley,
 Swearingen, Warren, and Chairwoman Robinson
 Easter-Thomas was absent

APPROVED

21. **APPOINTMENTS**

MEMPHIS CIVIL SERVICE COMMISSION (HELD FROM 1/21)**REAPPOINTMENTS**

JEFFREY LAND
 LAURICE SMITH

MEMPHIS AREA TRANSIT AUTHORITY

REAPPOINTMENTS

KRISTEN BLAND
THOMAS PACELLO

MEMPHIS LANDMARKS COMMISSION

APPOINTMENT

NATASHA STRONG

(Special Item #1 – Councilman Morgan made a motion to the Divide the Question to vote on Memphis Civil Service Commission (Jeffrey Land) separately; without objection.)

MOTION: Morgan
SECOND: Warren
AYES: Canale, Carlisle, Colvett, Ford, Johnson, Jones, Logan, Morgan, Smiley, Swearengen, Warren, and Chairwoman Robinson
Easter-Thomas was absent

APPROVED

(Special Item #2 – Reappointment of Memphis Civil Service Commission (Jeffrey Land)

MOTION: Carlisle
SECOND: Warren
AYES: Carlisle, Ford, Johnson, Jones, Logan, Smiley, Swearengen, and Chairwoman Robinson
NAY: Morgan
Canale, Colvett, and Warren abstained
Easter-Thomas was absent

APPROVED

MAIN MOTION: Carlisle
SECOND: Warren
AYES: Canale, Carlisle, Colvett, Ford, Johnson, Jones, Logan, Morgan, Smiley, Swearengen, Warren and Chairwoman Robinson
Easter-Thomas was absent

APPROVED, as amended

23. **RESOLUTION AMENDING THE FY20 CAPITAL IMPROVEMENT BUDGET BY TRANSFERRING AN ALLOCATION AND APPROPRIATING \$335,000.00 IN G.O. BONDS –**

FROM TRAFFIC SIGNALS, PROJECT NUMBER EN20100 AND TRAFFIC SIGNAL FURNITURE, FIXTURES AND EQUIPMENT (FY20), PROJECT NUMBER EN20101, TO TRAFFIC SIGNAL IMPROVEMENTS TO THE INTERSECTION OF BARRON AT PRESCOTT, PROJECT NUMBER EN01100, FOR A CONSTRUCTION CONTRACT WITH SHELBY ELECTRIC. THIS RESOLUTION IS SPONSORED BY THE ENGINEERING DIVISION.

MOTION: Smiley
SECOND: Canale
AYES: Canale, Carlisle, Colvett, Ford, Johnson, Jones, Logan, Morgan, Smiley, Swearingen, Warren and Chairwoman Robinson
Easter-Thomas was absent

APPROVED

(Councilman Jones suspended the rules to add Item #25 to tonight's agenda; without objection.)

25. **RESOLUTION URGING THE ADMINISTRATION OF THE STATE OF TENNESSEE TO COMMIT TO INCREASED FUNDING FOR THE TENNESSEE FILM, TV, AND MUSIC INCENTIVE FUND TO MATCH PAST BENCHMARK FUNDING LEVELS BETWEEN \$8,000,000.00 AND \$10,000,000.00 THUS ENSURING EQUITABLE AND IMPACTFUL DISTRIBUTION THROUGHOUT THE STATE OF TENNESSEE. THIS RESOLUTION IS SPONSORED BY COUNCILMAN JONES. (REQUEST FOR SAME NIGHT MINUTES)**

MOTION: Jones
SECOND: Warren
AYES: Canale, Carlisle, Colvett, Ford, Johnson, Jones, Logan, Morgan, Smiley, Swearingen, Warren, and Chairwoman Robinson
Easter-Thomas was absent

APPROVED

(Special Item #3 - Councilman Colvett made a motion to approve Same Night Minutes for Items from tonight's meeting).

MOTION: Colvett
SECOND: Canale
AYES: Canale, Carlisle, Colvett, Ford, Johnson, Jones, Logan, Morgan, Smiley, Swearingen, Warren, and Chairwoman Robinson
Easter-Thomas was absent

APPROVED

Chairwoman Robinson recognized the following people who spoke from the audience:

Sonny Webber, 2603 Henderson, Memphis, Tennessee, 38127
Jaleta Clark, 2075 Durham Ave., Memphis, Tennessee, 38127

Betty Chester-Tamayo, 317 N. Main Street, Memphis, Tennessee, 38103
Joe Kent, 5114 Flamingo, Memphis, Tennessee, 38117
Casio Montez, 503 N Fifth St., Memphis, Tennessee, 38107
Steven Simmons, 781 Leath St., Memphis, Tennessee, 38107

ADJOURNED MEETING AT 4:35 P.M.

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Upon statement of the Chairman, without objection, the meeting was adjourned, subject to the call of the Chairman.

CHAIRMAN

Attest:

Deputy Comptroller/Council Records