

CITY OF MEMPHIS

COUNCIL REGULAR MEETING

Tuesday , July 7, 2020, 3:30 p.m.

SUPPORTING DOCUMENTS

ITEM #	DESCRIPTION	PAGE #
	PLANNING AND DEVELOPMENT	
2	RESOLUTION requiring community meetings prior to hearings before the Land Use Control Board.	1
	CONSENT AGENDA	
4	ORDINANCE 5752 to amend Chapter 2, Article I, Section 2-10-10, Subsection B, to require the Board of Ethics to establish an online portal to require Lobbyists to register annually and to file their state mandated disclosure statements with the City of Memphis.	3
5	ORDINANCE 5756 rescinding 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	8
6	ORDINANCE rezoning 4195 E. Shelby Drive, containing +/-30.016 acres in the Conservation Agriculture (CA) District, Case No. Z 20-01. Ordinance No. 5753	10
7	ORDINANCE rezoning the Northwest corner of East Holmes Road and Malone Road; containing 40.80 acres in the Conservation Agriculture (CA) and Conservation Agriculture Flood Plain (CA{FP}) Districts Case No. Z 20-02. Ordinance No. 5754	44
8	ORDINANCE rezoning north of Ketchum Road, east of Imogene Street, south of Dwight Road, and west of Pendleton Street; containing +/-66 acres in the Residential Single-Family -6 (R-6) and Residential Urban -1 (RU-1) Districts. Case No. Z 20-03. Ordinance No. 5755	64
10	RESOLUTION approving the engineering plans for LAKEHURST DRAINAGE IMPROVEMENTS. Contract No. CR-5330	123
11	RESOLUTION approving the engineering plans for RENASANT BANK – 5575 POPLAR AVENUE. Contract No. CR-5331	125
12	RESOLUTION approving the engineering plans for AVIATION FACILITIES PD RE-RECORDING OF PHASE 2, 4 & 5 (UPS OAKHAVEN HUB).Contract No. CR-5332.	127

13	RESOLUTION approving the SUPPLEMENT AGREEMENT #1 to COMMUNITY REDEVELOPMENT AGENCY DRAINAGE IMPROVEMENTS. Contract No. CR-5327 AM	129
	FISCAL CONSENT	
14	RESOLUTION accepting and appropriating grant funds in the amount of \$13,868.00 from Hewlett Packard Enterprise for Aruba Healthcare Connectivity Bundles during COVID-19 pandemic. (Request for Same Night Minutes)	131
15	RESOLUTION amending the FY2020 Operating Budget by accepting and appropriating \$409,467.50 from Shelby County Government for the Federal FY19 Justice Assistance Grant program on behalf of the Memphis Police Department. (Request for Same Night Minutes)	134
16	RESOLUTION amending the FY21 Operating Budget by accepting and appropriating grant funds in the amount of \$78,417.00 from the State of Tennessee Department of Finance and Administration, Office of Justice Programs. This donation will be used to purchase after-school programming supplies, professional services and travel. (Request for Same Night Minutes)	172
17	RESOLUTION amending the FY21 Operating Budget by accepting and appropriating grant funds in the amount of \$51,900.00 from the Tennessee State Library and Archives for supplies, books, and material for the Memphis Public Library and Information Center. (Request for Same Night Minutes)	171, 175
	MLGW FISCAL CONSENT	
18	RESOLUTION approving an agreement between MLGW and Shelby County Government Public Works Division to bill and collect the solid waste fees in the Northaven special service district.	177
19	RESOLUTION awarding a purchase order to Thomas Gallaway Corporation, d/b/a Technologent for Splunk software annual maintenance and support, in the amount of \$77,586.21	180
20	RESOLUTION approving Change No. 4 to Contract No. 11851, Aerator Maintenance with R. P. Services, Inc., in the funded amount of \$300,000.00	183
21	RESOLUTION awarding a thirty-six month purchase order to Brighter Days and Nites, Inc. for 600V ruggedized secondary underground cable, in the amount of \$1,522,702.00	185
22	RESOLUTION awarding a purchase order to AutoNation Ford Memphis for pickup trucks, in the amount of \$820,016.92.	188
	REGULAR AGENDA	
23	RESOLUTION authorizing the issuance, sale and delivery of not to exceed thirty-one million dollars (\$31,000,000) aggregate principal amount of the City of Memphis, Tennessee, General Improvement Bonds, Series 2020A, for the purpose of financing the cost of public works projects.	192
24	INITIAL RESOLUTION authorizing the issuance of not to exceed thirty-one million dollars (\$31,000,000) of General Obligation Bonds of the City of Memphis, Tennessee, for the purpose of financing the cost of public works projects in the City.	209

25	RESOLUTION requesting the approval of the sale of City owned surplus parcel, in the amount of \$5,000.00, acquired by the City of Memphis, located at 0 Willowview Avenue, Memphis, Shelby County, Tennessee 38111 and further described as Parcel, #058102 00019.	212
26	RESOLUTION requesting the approval of the sale of City owned surplus parcel, in the amount of \$500.00, acquired by the City of Memphis, located at 0 E. Utah Avenue, Memphis, Shelby County, Tennessee 38106 and further described as Parcel #024057000028.	215
27	RESOLUTION requesting the approval of the sale of City owned vacant parcel in the amount of \$1,650.00 located at 1534 Robin Hood Lane, Parcel #0508086 0047, Memphis, Shelby County, Tennessee 38111.	218
28	RESOLUTION requesting the approval for the sale of City owned property in the Amount of \$811,000.00 located at 2998 Tillman Cove in Memphis, Shelby County, Tennessee and further described as Parcel ID #044009 00017. (Request for Same Night Minutes)	224
29	RESOLUTION allocating and appropriating \$4,150,000.00 in available Tourism Development Zone surplus revenues for infrastructure improvement projects in the Pinch District.	240
30	RESOLUTION allocating and appropriating \$5,000,000.00 for Pinch District Infrastructure Improvements	246
31	RESOLUTION allocating and appropriating \$25,000,000.00 for the remodel of the Renasant Convention Center and \$5,000,000.00 for adjacent streetscape improvements, Project GS17102	251
	Minutes of June 16, 2020 Regular Meeting	255

**Resolution Requiring Community Meetings Prior to Hearings Before the
Land Use Control Board**

WHEREAS, land use in the City of Memphis and unincorporated Shelby County is regulated by the Memphis and Shelby County Unified Development Code (“UDC”); and

WHEREAS, the UDC regulates the administration and review of all land use applications, including those applications that must be heard before the Land Use Control Board (“LUCB”) under Section 9.3 “Common Review Procedures;” and

WHEREAS, UDC Section 9.3.2 “Neighborhood Notification and Meeting” states,

[a]t least ten days but not more than 120 days, prior to a hearing before the Land Use Control Board, the applicant shall host and/or attend a neighborhood meeting with representatives from neighborhoods adjacent to the development site which the hearing involves:

1. Zoning changes not in compliance with any plans to be considered;
2. Special use permit or amendment to a special use permit;
3. Planned development outline plan or amendment to a planned development outline plan; and
4. All subdivisions except minor subdivisions.

WHEREAS, although suspension of UDC Section 9.3.2 is not mentioned, during the last three months, the provision requiring neighborhood meetings was not enforced; and

WHEREAS, it is understandable that in-person meetings are suspended at this time due to the public health concerns caused by the Coronavirus; however, these public health concerns do not negate the desire and need for community input on land use decisions;

WHEREAS, any potential land use changes could alter or diminish citizens’ enjoyment of neighboring parks, schools, community centers, and places of business.

NOW, THEREFORE, BE IT RESOLVED that the applicant of any land use matters that will come before the Memphis City Council must hold a community meeting prior to the Land Use Control Board’s public hearing either in-person or via electronic means in accordance with UDC Section 9.3.2 “Neighborhood Notification and Meeting,” with the exception of the requirement that the Office of Planning and Development be responsible for the dissemination of notifications.

BE IT FURTHER RESOLVED that the Office of Planning and Development shall establish guidelines for applicants on telephonic or virtual meetings including, but not limited to,

guidance on the information provided to community members, how the information is provided to community members, and services that may be used to conduct the meeting.

BE IT FURTHER RESOLVED by the Memphis City Council that all cases previous heard by the LUCB in which community meetings were not held are remanded to the LUCB for public hearing upon the satisfaction of UDC Section 9.3.2 "Neighborhood Notification and Meeting," with the exception of any case already heard by the LUCB that would not trigger a public hearing before the Memphis City Council under the provisions of UDC Sec. 9.2.2.

BE IT FURTHER RESOLVED that a report of the community meeting shall be included in the hearing packet submitted to the Memphis City Council by the Office of Planning and Development.

SPONSOR: Cheyenne Johnson

CO-SPONSOR: Dr. Jeff Warren

Patrice Robinson
CHAIRWOMAN

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 1. Short Title

This Ordinance shall be known as “Regulating Lobbying”

Sections 2. Purpose

The purpose of “Regulating Lobbying” is to

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

Sections 3. Definitions

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

- (a) **City Official** means all full-time and part-time elected or appointed officers and employees, whether compensated or not, including those of any separate board, commission, committee, authority, corporation, or other instrumentality appointed or created by the city.
- (b) **Client** means any person, entity, organization or group that compensates a lobbyist for lobbying or on whose behalf compensated lobbying occurs.
- (c) **Contact or Contacting** means any direct or indirect communication with a City Official, undertaken by any means, oral, written or electronic, including, but not limited to, through an agent, associate or employee and undertaken in any context, including at a public meeting.
- (d) **Compensation or Compensated** means any economic consideration for services rendered or to be rendered in the future to a client, including, but not limited to, payment, distribution, transfer, loan, deposit or other rendering of money, property services or anything else of value totaling \$1,000 or more in any consecutive 3-month period.
- (e) **Lobbying or Lobbying Activity** means influencing or attempting to influence a City Official with regard to a legislative or administrative action of the City.
- (f) **Lobbyist** means is anyone who receives a salary, commission, or fee from any entity for the purpose of influencing the decision, for or against, of any decision-maker within the city. "Lobbyist" does not include anyone conducting such activity who receives only reimbursement at value for meals and/or travel.

Section 4. Exemptions

The following are exempt from the requirements of this chapter:

- (a) Public official acting in their official capacities;
- (b) Persons engaged in creating, publishing or broadcasting news items, editorials, commentaries and similar communications;
- (c) Those whose attempts to influence government action are limited to appearing at public meetings or preparing, processing, or submitting writings for consideration or use at public meetings if their communications are part of the public record;
- (d) City employees and contractors providing reports or recommendations to City Officials as part of their work for the City;
- (e) Persons representing themselves attempting to obtain decisions relating to their own properties or businesses;
- (f) Anyone submitting a bid or proposal for a City contract or negotiating the terms of a City contract for goods or services;
- (g) Persons lodging "whistleblower" complaints with the City;
- (h) Persons who meet with the City Attorney or City Clerk regarding any claim or litigation matter;
- (i) Persons whose communications relate solely to a memorandum of understanding or collective bargaining agreement between the City and an employee organization;
- (j) Communications about solely ministerial actions of the City or City enforcement actions;

Section 5. Registration Requirement

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

- (a) name;
- (b) business street and mailing address;
- (c) e-mail address;
- (d) telephone number;
- (e) the names of all owners of the lobbyist's business if the business is a sole proprietorship or partnership of less than 5 members;
- (f) a description of the nature of the business entity or organization;
- (g) the name, business address and phone number of each client receiving lobbying services;
- (h) the nature of each client's business;

- (i) a brief description of the governmental decision that the lobbyist seeks to influence on each client's behalf;
- (j) the name of each person employed or retained by the lobbyist to engage in lobbying activities on each client's behalf.

Section 6. File State Mandated Disclosure Statements

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

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

Section 7. Prohibitions

A lobbyist shall not do any of the following:

- (a) Intentionally deceive or attempt to deceive a City Official as to any material fact pertinent to any proposed or pending Governmental Decision;
- (b) Act or refrain from acting with the purpose and intent of placing any City Official under personal obligation to the lobbyist;
- (c) Cause or influence the introduction of any ordinance, resolution, appeal, application, petition or amendment thereto for the purpose of thereafter being employed as a lobbyist to secure its granting denial confirmation, rejection, passage or defeat;
- (d) Cause any communication to be sent to a City Official in the name of a fictitious person, group or entity or in the name of a real person, group or entity without their consent;
- (e) Represent directly or indirectly that the lobbyist can control or obtain a vote or action of any City Official.

Section 8. Lobbyist Registration Fees

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

Section 9. Fine and Penalties.

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

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

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

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

Sponsors: Chase Carlisle
Michalyn Easter-Thomas
Worth Morgan

Patrice Robinson
Memphis City Council Chairwoman

ORDINANCE NO. 5756

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 17, 2019, the Memphis City Council approved Ordinance No. 5744 with same night minutes; and

WHEREAS, this approval deprived newly elected 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 50 miles outside of the City of Memphis; and

WHEREAS, on March 3, 2020, the Memphis City Council failed to approve Ordinance No. 5748, which sought to rescind Ordinance No. 5744; and

WHEREAS, the recent events involving the death of the late-George Floyd in Minneapolis, Minnesota reflect, in part, systemic issues that arise when public safety employees are recruited, in large part, from outside of the communities they are tasked with protecting and serving; by the numbers, as of 2017, only eight (8) percent of Minneapolis police officers resided in Minneapolis zip codes; and

WHEREAS, the Memphis City Council now prefers that the City of Memphis keep in place the current residency requirements allowing public safety employees to live within the County of Shelby, and no further, as we work to reform public safety policies for the purpose of reaching improved outcomes, as well as relationships, between public safety employees and our local citizenry, many of whom have lost public trust in our public safety institutions.

Section 1.

NOW THEREFORE BE IT ORDAINED, by the Memphis City Council that it hereby remove the question of residency from the November 2020 ballot by rescinding Referendum Ordinance No. 5744 in its entirety.

Section 2.

BE IT FURTHER ORDAINED, 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.

Sponsor:
Councilwoman Michalyn Easter-Thomas

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

**ONE ORIGINAL
ONLY STAPLED
TO DOCUMENTS**

**Planning & Development
DIVISION**

**Planning & Zoning COMMITTEE: 08/04/2020
DATE
PUBLIC SESSION: 8/04/2020
DATE**

ITEM (CHECK ONE)

ORDINANCE _____ CONDEMNATIONS _____ GRANT ACCEPTANCE / AMENDMENT
 _____ RESOLUTION _____ GRANT APPLICATION REQUEST FOR PUBLIC HEARING
 _____ OTHER: _____

ITEM DESCRIPTION: An ordinance approving a zoning change
CASE NUMBER: Z 20-01
LOCATION: 4195 E. Shelby Drive
COUNCIL DISTRICTS: District 3 and Super District 8 – Positions 1, 2, and 3
OWNER/APPLICANT: CLP, LLC
REPRESENTATIVES: Cindy Reaves, SR Consulting
EXISTING ZONING: Conservation Agriculture (CA)
REQUEST: Employment (EMP)
AREA: +/-30.016 acres
RECOMMENDATION: The Office of Planning and Development recommended *Approval*
 The Land Use Control Board recommended *Approval*
RECOMMENDED COUNCIL ACTION: **Public Hearing Required**
 Set a date for first reading – July 7, 2020
 Adopt on third Reading – August 4, 2020

PRIOR ACTION ON ITEM:

(1) _____ APPROVAL - (1) APPROVED (2) DENIED
 03/12/2020 _____ DATE
 (1) Land Use Control Board _____ ORGANIZATION - (1) BOARD / COMMISSION
 _____ (2) GOV'T. ENTITY (3) COUNCIL COMMITTEE

FUNDING:

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

ADMINISTRATIVE APPROVAL:

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



Memphis City Council Summary Sheet

Z 20-01

Zoning Ordinance approving a zoning district reclassification for the subject property located at 4195 E. Shelby Drive:

- This item is an Ordinance for reclassification from Conservation Agriculture (CA) to Employment (EMP) at the aforementioned location; and
- Approval of this zoning district reclassification will be reflected on the Memphis and Shelby County Zoning Atlas; and
- No contracts are affected by this item; and
- No expenditure of funds/budget amendments are required by this item.

ORDINANCE NO: _____

ZONING ORDINANCE AMENDING ORDINANCE NO. 5367 OF THE CODE OF ORDINANCES, CITY OF MEMPHIS, TENNESSEE, ADOPTED ON AUGUST 10, 2010, AS AMENDED, KNOWN AS THE MEMPHIS AND SHELBY COUNTY UNIFIED DEVELOPMENT CODE, SO AS TO MAKE CERTAIN CHANGES IN THE USE DISTRICTS PROVIDED IN SAID ORDINANCE

WHEREAS, a proposed amendment to the Memphis and Shelby County Unified Development Code, being Ordinance No. 5367 of the Code of Ordinances, City of Memphis, Tennessee, as amended, has been submitted to the Memphis and Shelby County Land Use Control Board for its recommendation and report, designated as

Case Number: Z 20-01

WHEREAS, the Memphis and Shelby County Land Use Control Board has filed its recommendation and report with the Council of the City of Memphis; and

WHEREAS, the provisions of the Code of Ordinances, City of Memphis, Tennessee, as amended, relating to the proposed amendment, have been complied with;

NOW THEREFORE, be it ordained by the Council of the City of Memphis:

SECTION 1:

THAT, the Memphis and Shelby County Unified Development Code, Ordinance No. 5367 of the Code of Ordinances, City of Memphis, as amended, be and the same hereby is amended with respect to Use Districts, as follows:

BY TAKING THE FOLLOWING PROPERTY OUT OF THE CONSERVATION AGRICULTURE (CA) USE DISTRICT AND INCLUDING IT IN THE EMPLOYMENT (EMP) USE DISTRICT.

Being part of the JCLP, LLC property as recorded in Instrument Number 16115987 in Memphis, Tennessee and being more particularly described as follows:

Beginning at a point in the South line of Shelby Drive (114' R.O.W.), said point being the northeast corner of the Consolidation Center Final Plan (Plat Book 214, Page 22); thence along said South line S 87°45'04" E a distance of 925.00 feet to a point; thence S 02°14'56" W a distance of 1429.04 feet to a point; thence N 89°04'21" W a distance of 891.80 feet to a point; thence N 00°55'39" E a distance of 1450.00 feet to the point of beginning, containing 30.016 acres of land more or less.

SECTION 2:

THAT, the Director of the Office of Planning and Development be, and is hereby directed to make the necessary changes in the Official Use District Maps to conform to the changes herein made; that all official maps and records of the Memphis and Shelby County Land Use Control Board and the City of Memphis be, and they hereby are, amended and changed so as to show the aforementioned amendment of the said Zoning Ordinance.

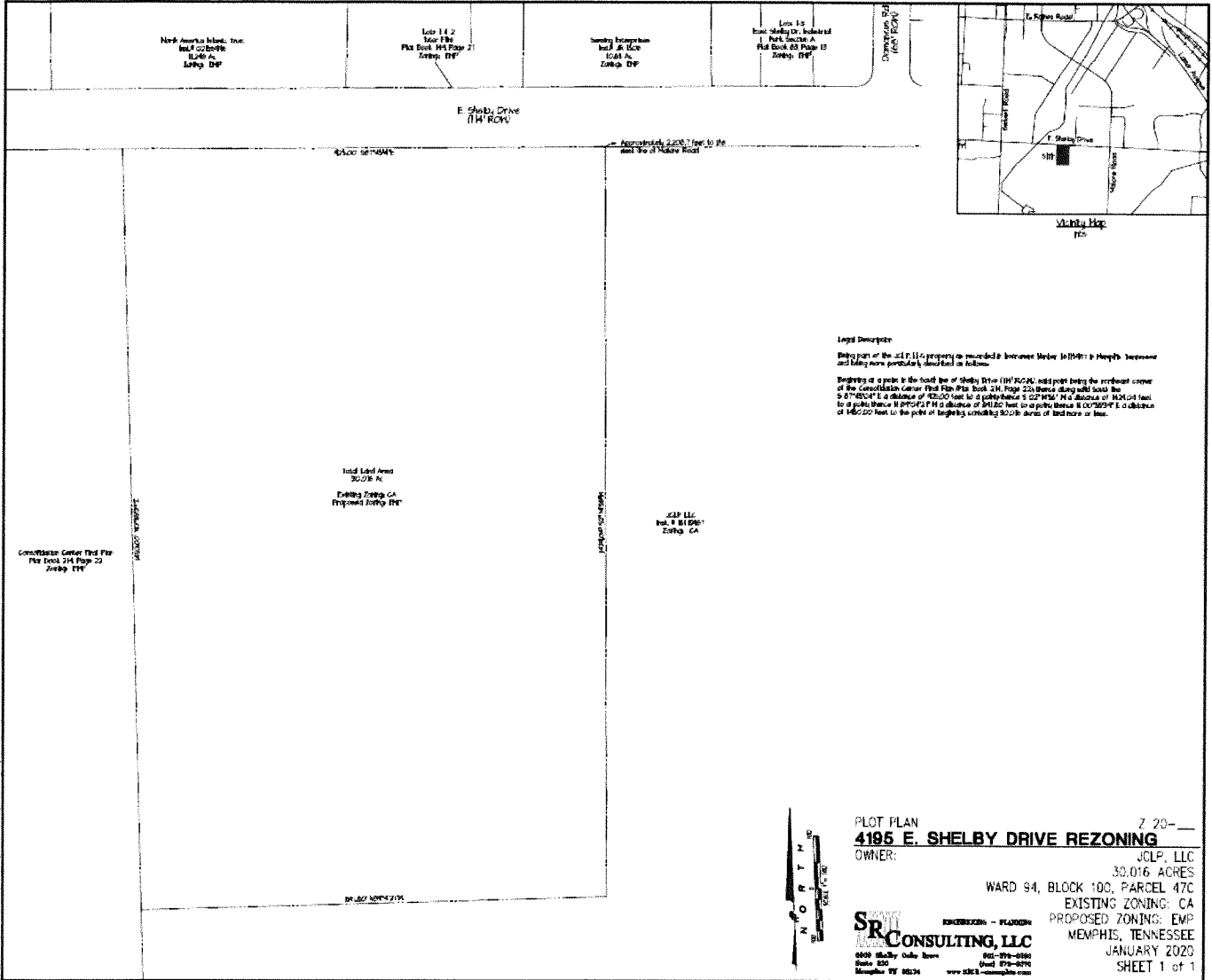
SECTION 3:

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

ATTEST:

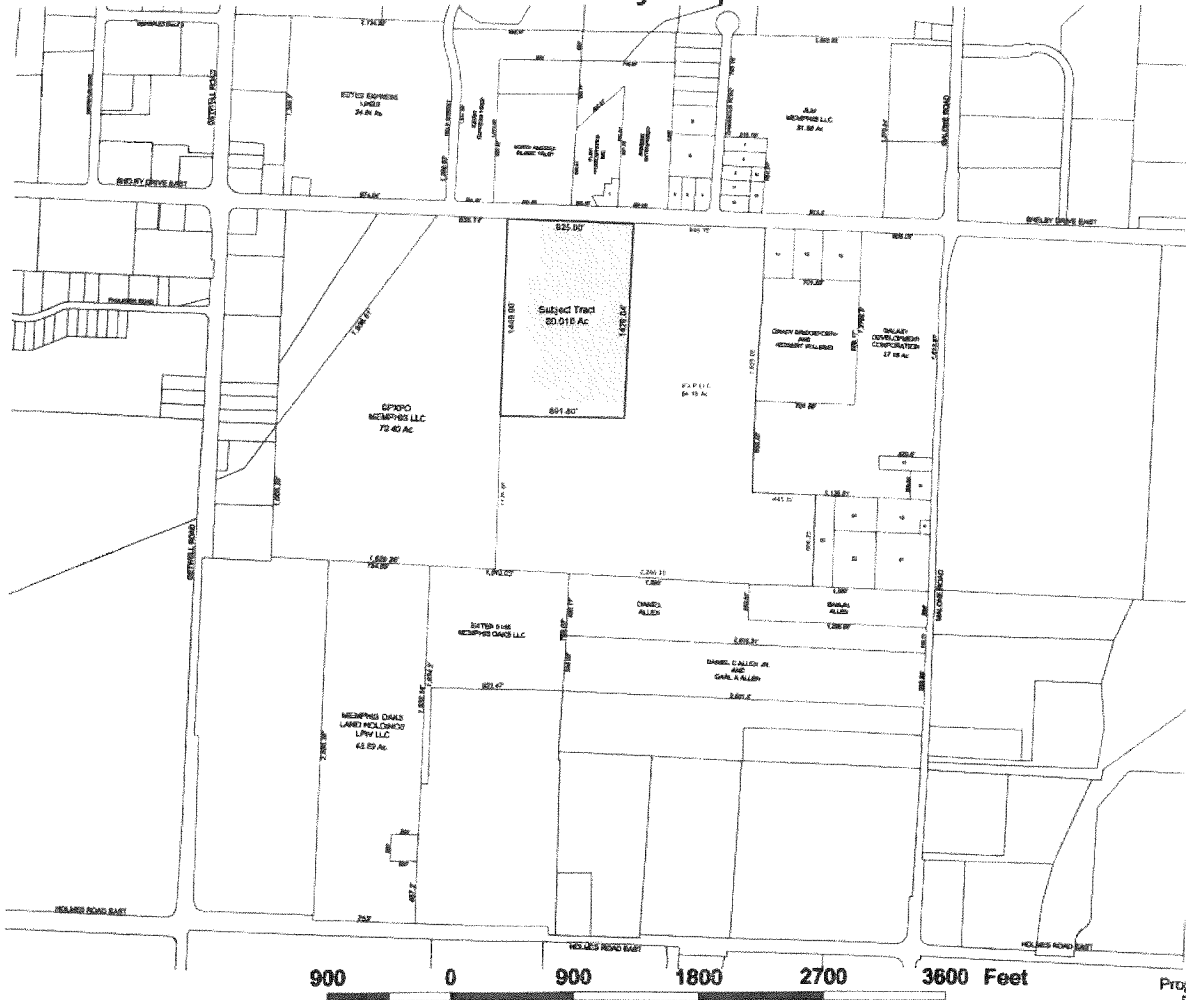
**CC: Office of Construction Code Enforcement
Office of Planning and Development – Land Use Controls
Shelby County Assessor**

SURVEY



VICINITY MAP

Vicinity Map



Date: 10/07/19
 Prepared By:
 Property Research Data
 PRD Job #19-110

LAND USE CONTROL BOARD RECOMMENDATION

At its regular meeting on *Thursday, March 12, 2020*, the Memphis and Shelby County Land Use Control Board held a public hearing on the following application:

CASE NUMBER: Z 20-01
LOCATION: 4195 E. Shelby Drive
COUNCIL DISTRICT: District 3 and Super District 8 – Positions 1, 2, and 3
OWNER/APPLICANT: JCLP, LLC
REPRESENTATIVE: Cindy Reaves, SR Consulting
REQUEST: Rezoning of 30.016 acres from Conservation Agriculture (CA) to Employment (EMP)
AREA: +/-30.016 acres
EXISTING ZONING: Conservation Agriculture (CA)

The following spoke in support of the application: None

The following spoke in opposition of the application: None

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

The motion passed by a unanimous vote of 10-0 on the consent agenda.

Respectfully submitted,



Somer Smith, AICP
Municipal Planner
Josh Whitehead, Director
Office of Planning and Development

CC: Committee Members
File



STAFF REPORT

AGENDA ITEM: 11

CASE NUMBER: Z 20-01
 LOCATION: 4195 E. Shelby Drive
 COUNCIL DISTRICT: District 3 and Super District 8 – Positions 1, 2, and 3
 OWNER/APPLICANT: JCLP, LLC
 REPRESENTATIVE: Cindy Reaves, SR Consulting
 REQUEST: Rezoning of 30.016 acres from Conservation Agriculture (CA) to Employment (EMP)
 AREA: +/-30.016 acres
 EXISTING ZONING: Conservation Agriculture (CA)

CONCLUSIONS

1. The request is to rezone 30.016 acres from Conservation Agriculture (CA) to Employment (EMP).
2. The subject property currently is vacant.
3. This proposal is compatible with the existing, adjacent land uses of industrial and zoning district of Employment.

CONSISTENCY WITH MEMPHIS 3.0

Staff believes this proposal is consistent with Memphis 3.0 based on the Future Land Use Category of Industrial and the existing, adjacent land uses of industrial and zoning district of Employment. See further analysis on pages 12-15 of this staff report.

RECOMMENDATION:
Approval

Staff Writer: *Somer Smith*

E-mail: *somer.smith@memphistn.gov*

GENERAL INFORMATION

Street Frontage: E. Shelby Dr. +/-925 linear feet
Zoning Atlas Page: 2440
Parcel ID: 094100 00047C
Existing Zoning: Conservation Agriculture (CA)

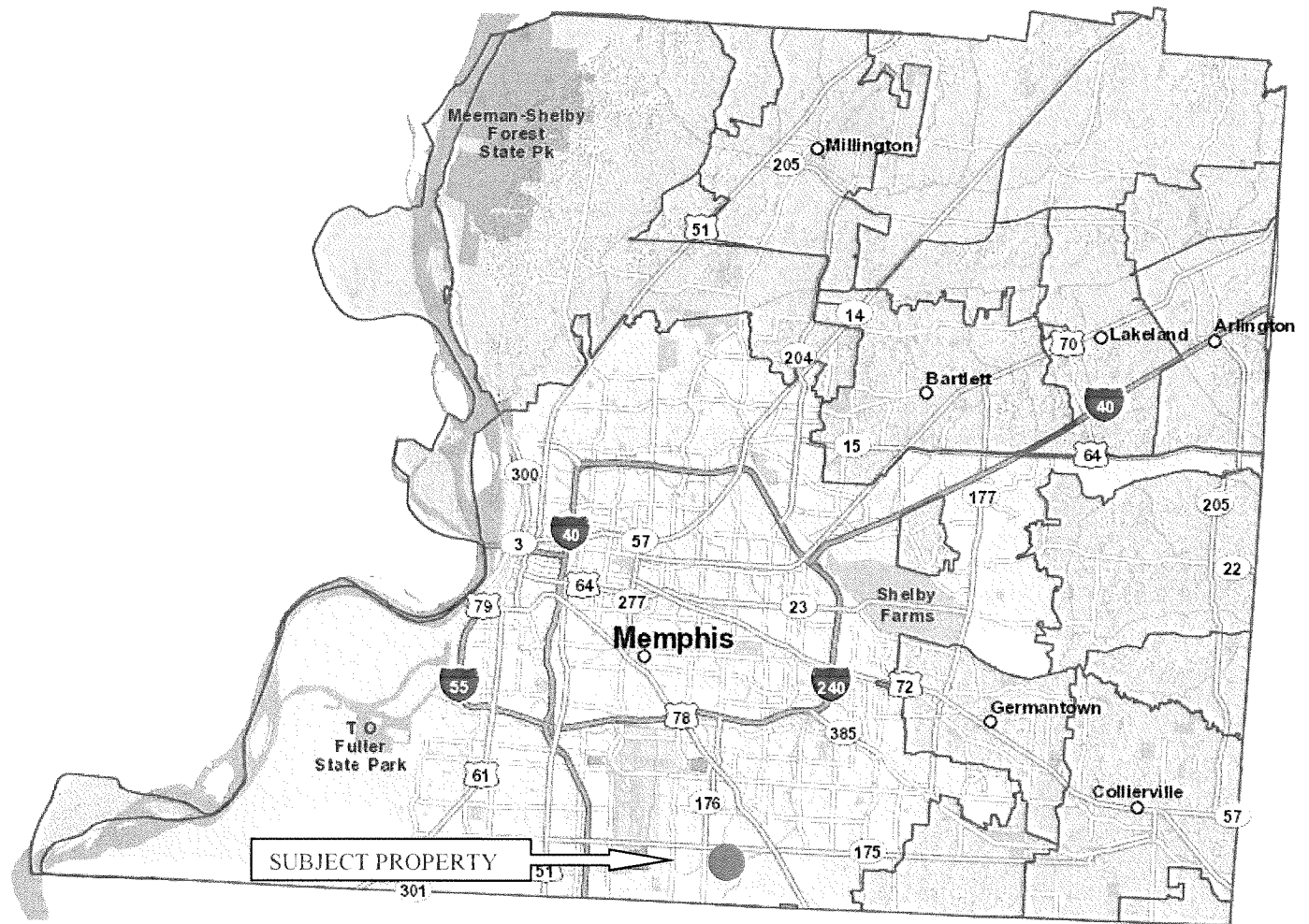
NEIGHBORHOOD MEETING

Not required, zoning change is in compliance with the Memphis 3.0 General Plan.

PUBLIC NOTICE

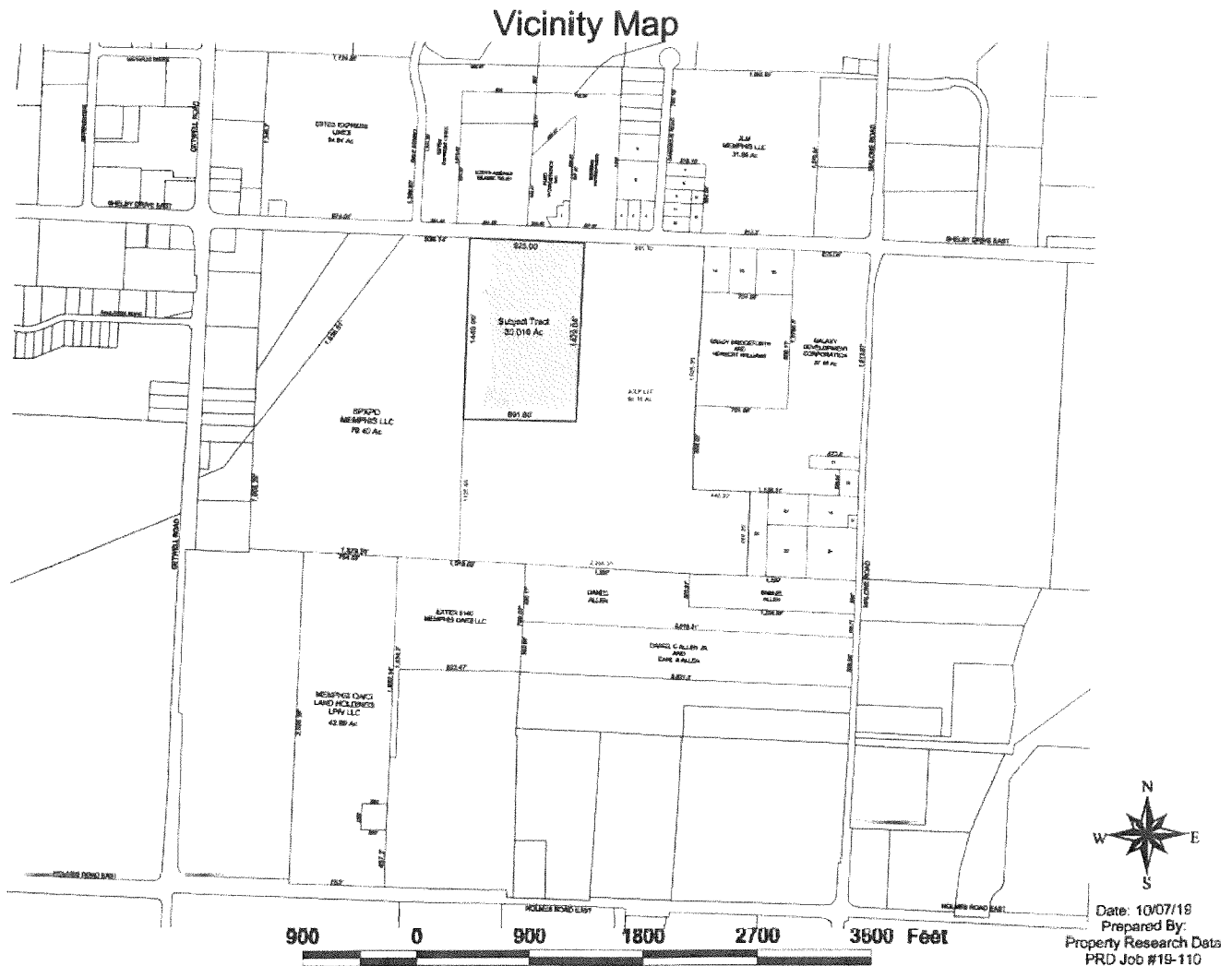
In accordance with Sub-Section 9.3.4A of the Unified Development Code, a notice of public hearing is required to be mailed and signs posted. A total of 29 notices were mailed on February 25, 2020, and a total of 2 signs posted at the subject property. The sign affidavit has been added to this report.

LOCATION MAP



Subject property located within the pink circle, Capleville neighborhood

VICINITY MAP



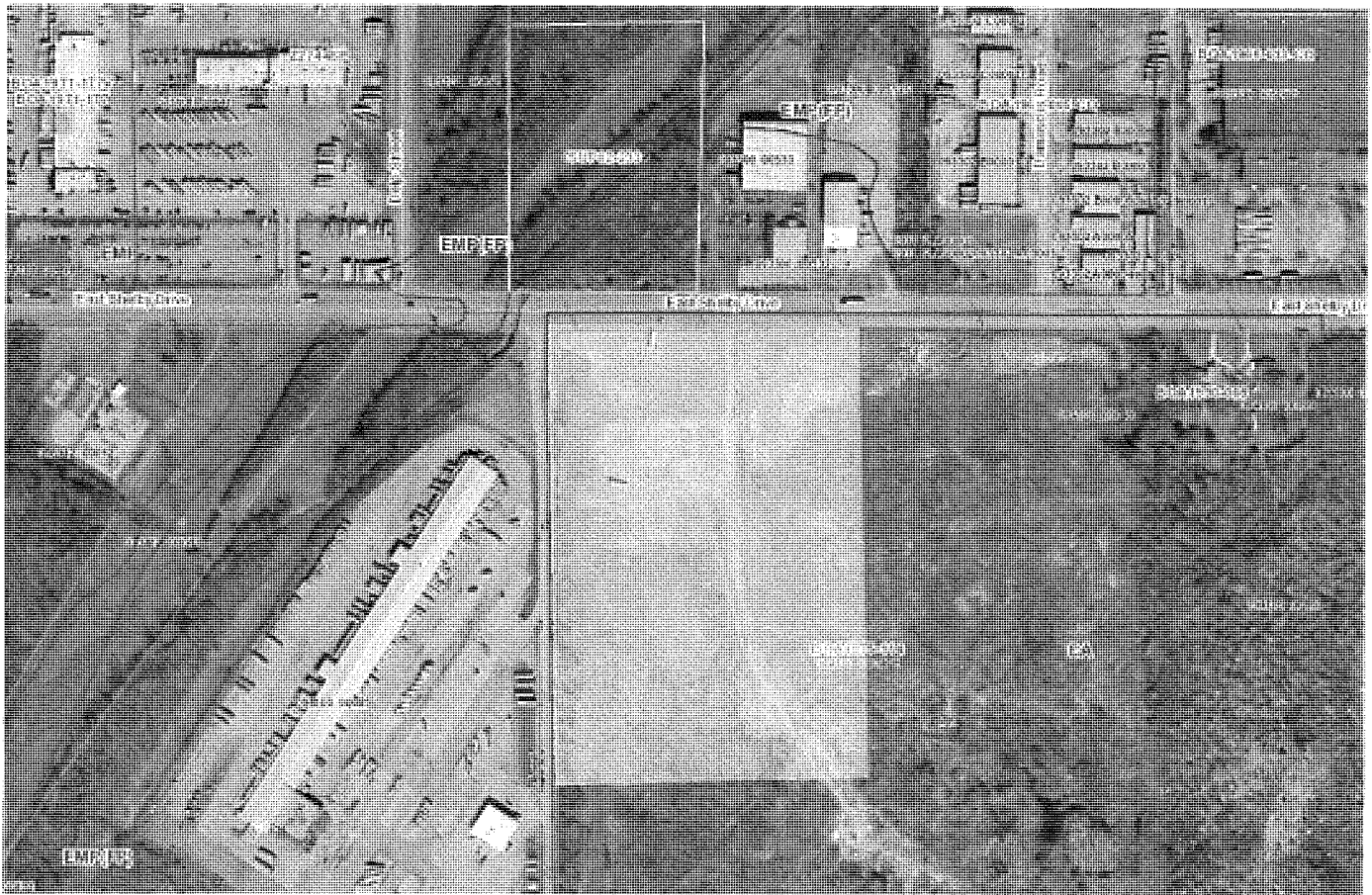
Subject property highlighted in yellow

AERIAL



Subject property outlined in yellow

ZONING MAP



Subject property highlighted in yellow

Existing Zoning: Conservation Agriculture (CA)

Surrounding Zoning

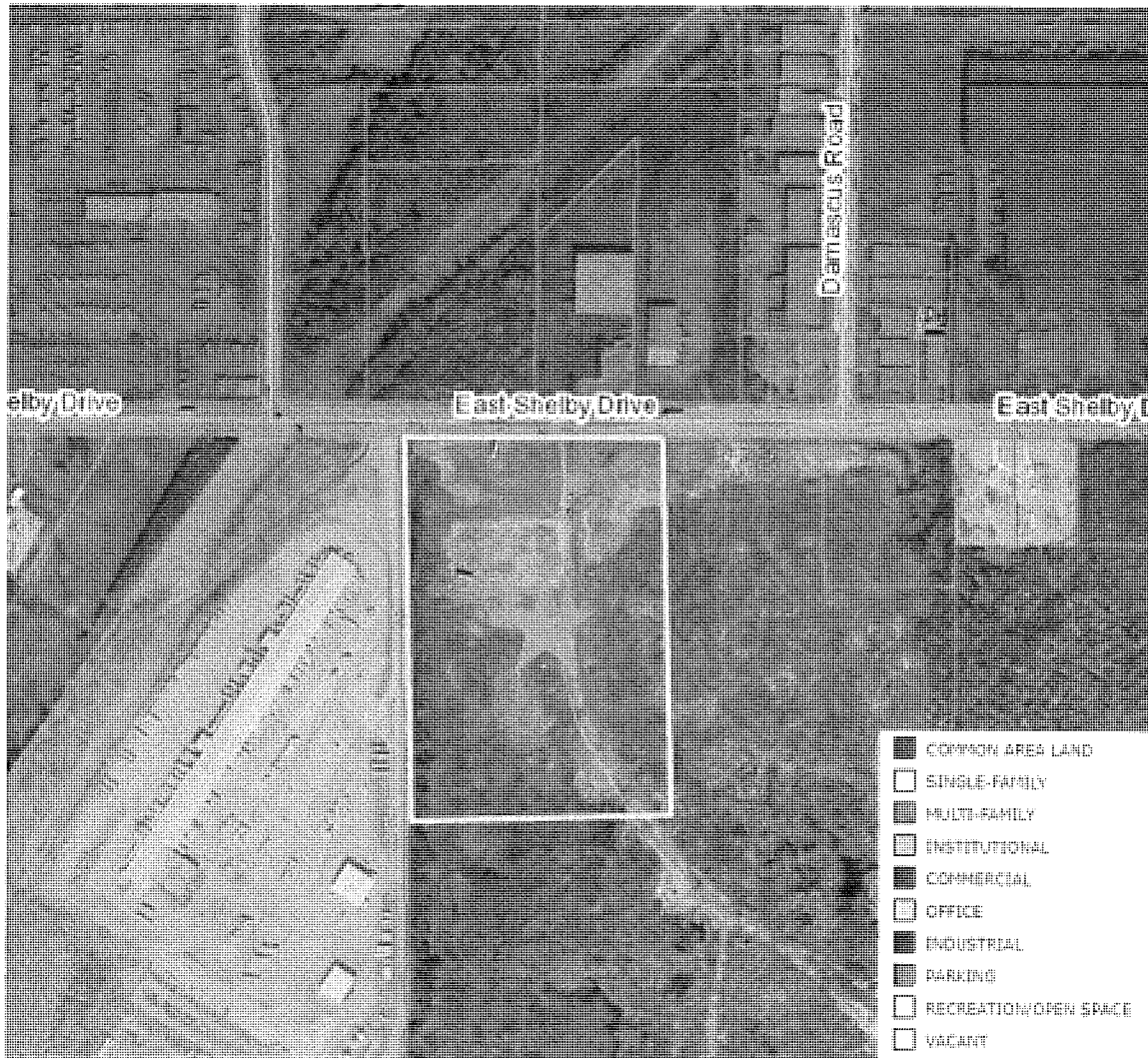
North: Employment, Floodplain Overlay

East: Conservation Agriculture

South: Conservation Agriculture

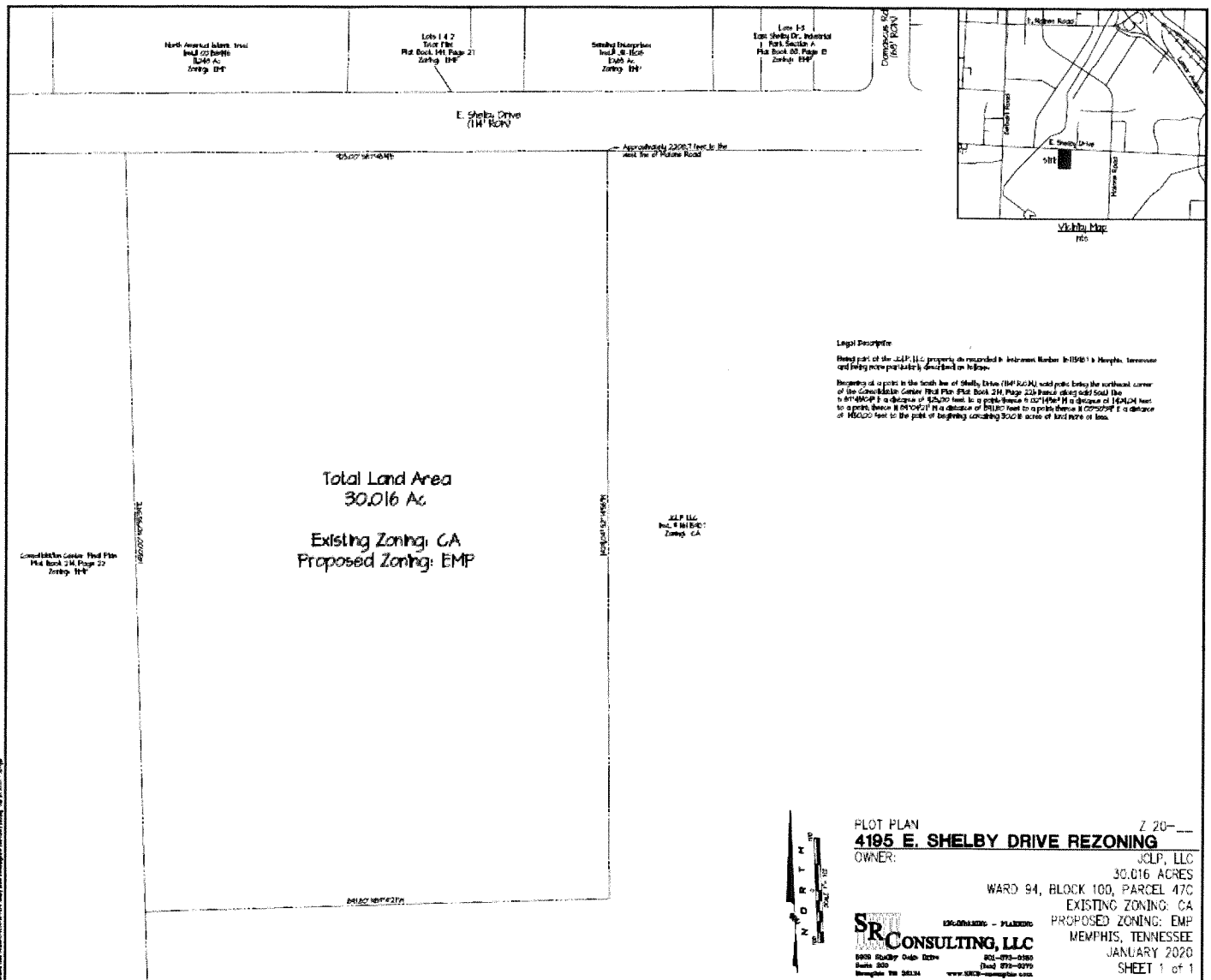
West: Employment, Floodplain Overlay

LAND USE MAP

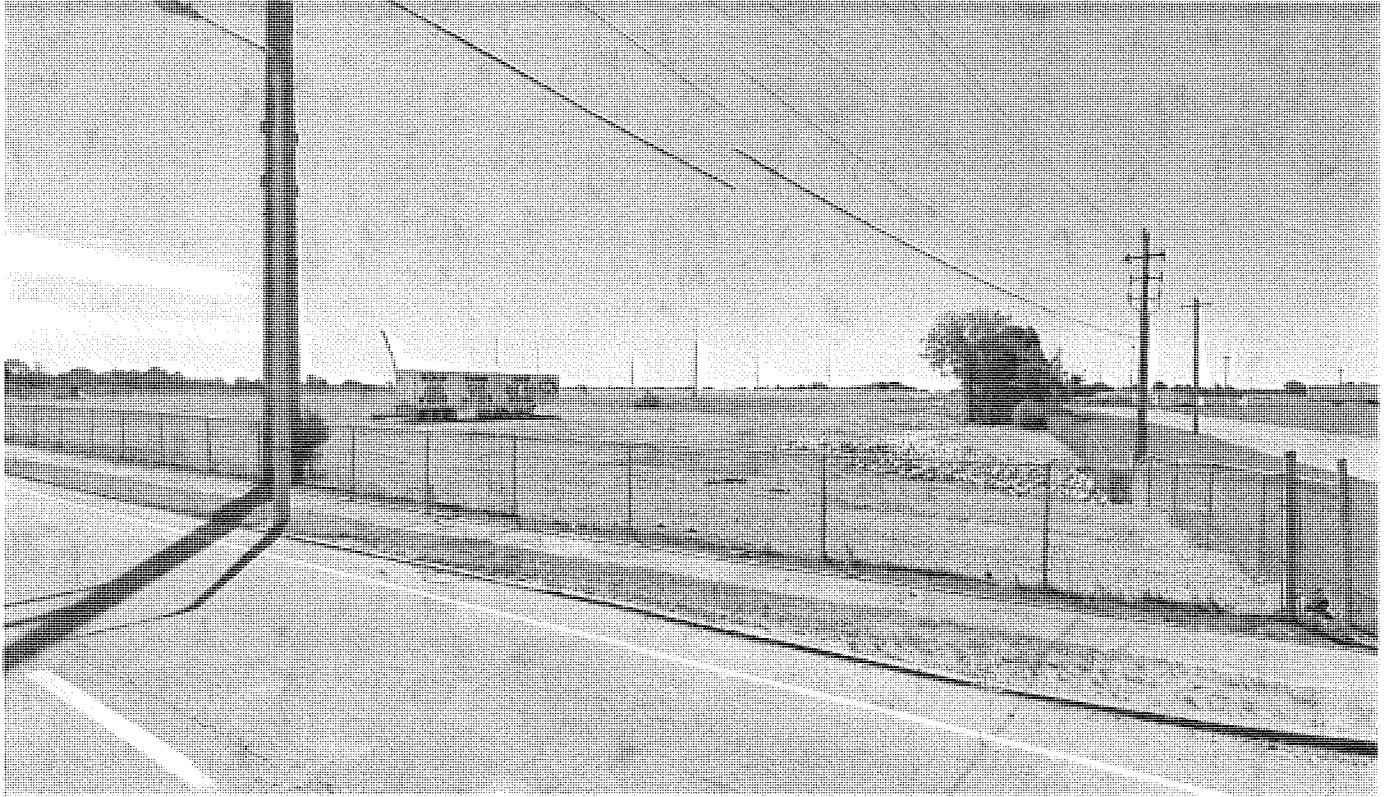


Subject property outlined in yellow and indicated by pink star

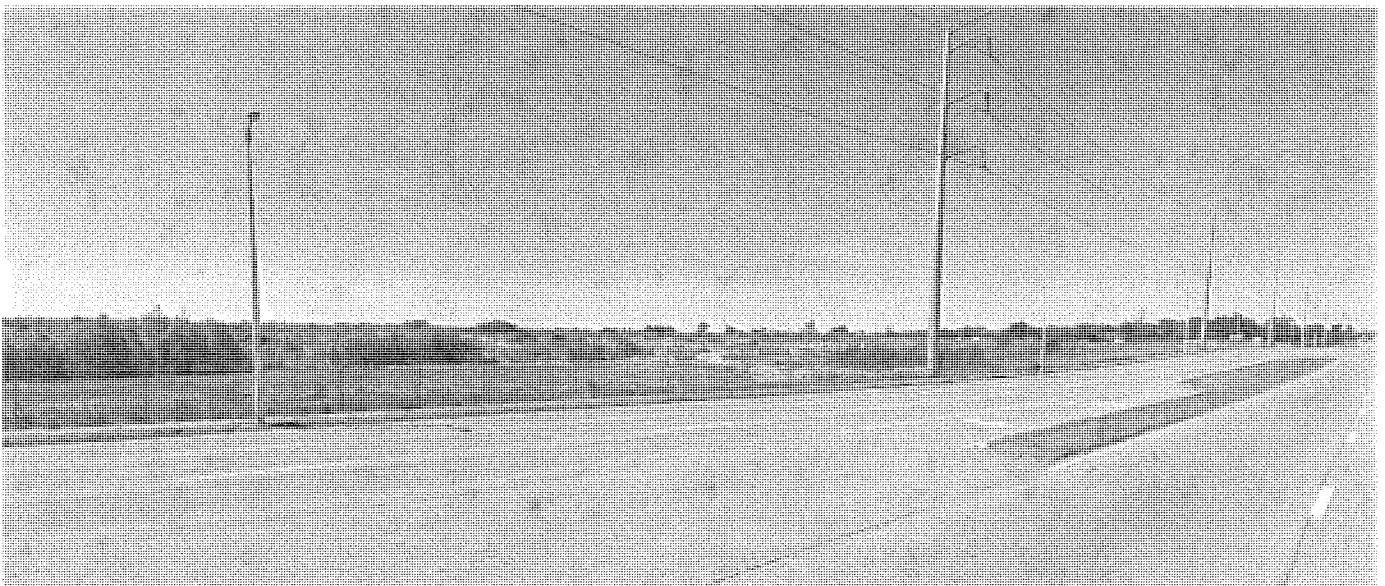
PLOT PLAN



SITE PHOTOS

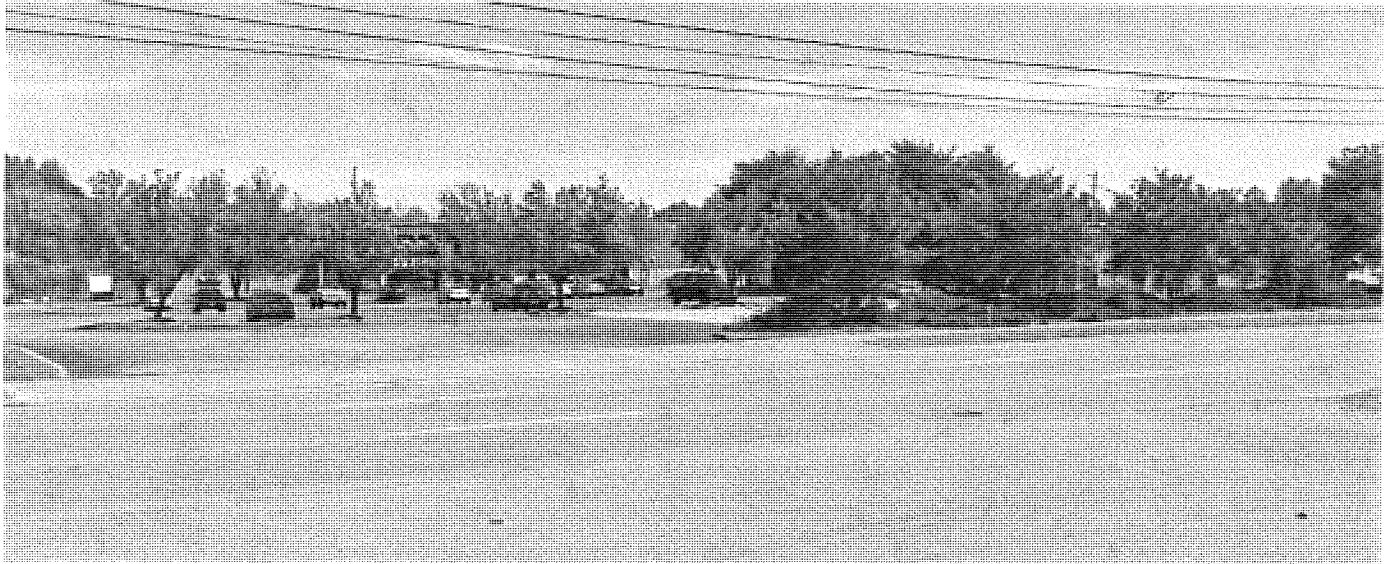


View of subject property from E. Shelby Dr. facing southeast

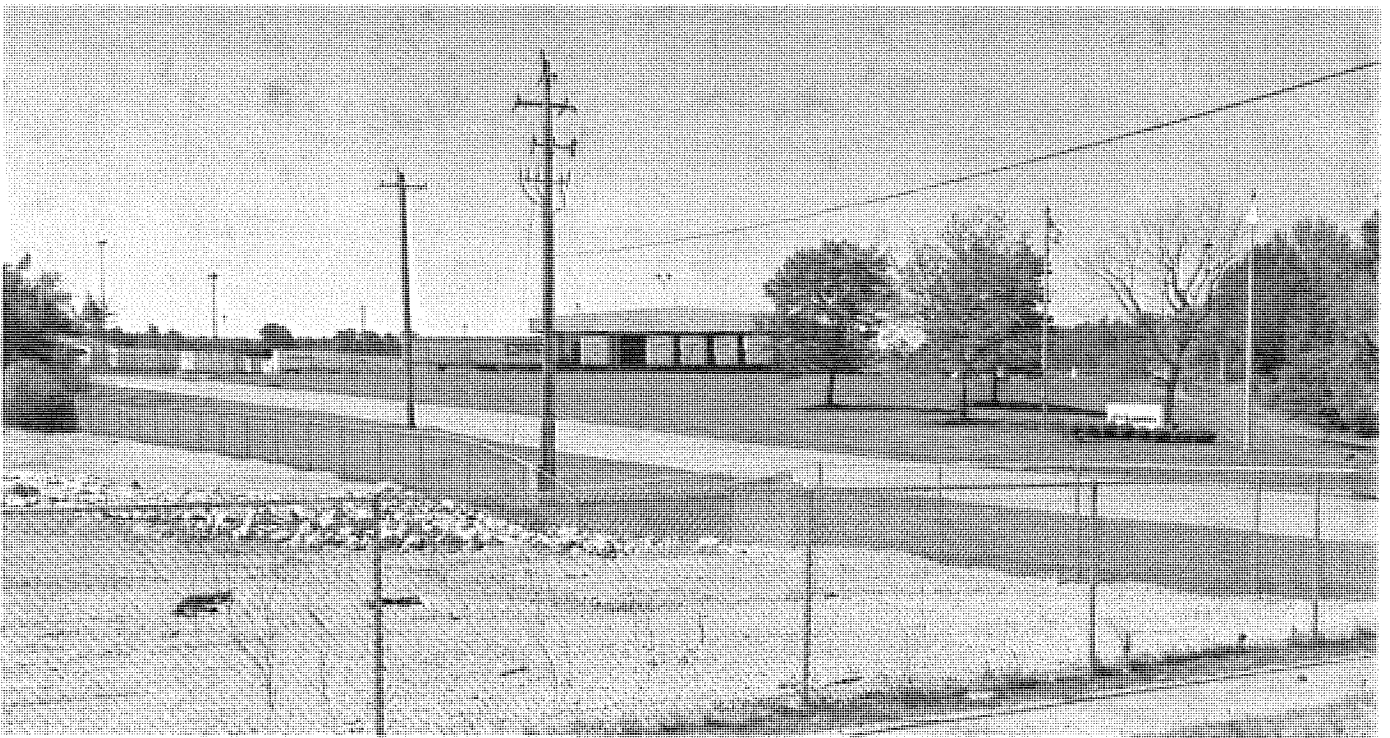


View of subject property from E. Shelby Dr. facing southwest

SURROUNDING AREA



View of industrial office complex north of the subject property on E. Shelby Dr.



View of adjacent logistics facility to the west of the subject property on E. Shelby Dr.

STAFF ANALYSIS

Request

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

The request is to rezone 30.016 acres from Conservation Agriculture (CA) to Employment (EMP).

Review Criteria

Staff agrees the review criteria as set out in the Unified Development Code Sub-Section 9.5.7B are met.

9.5.7B Review Criteria

In making recommendations, the Land Use Control Board shall consider the following matters:

- 9.5.7B(1) Consistency with any plans to be considered (see Chapter 1.9);
- 9.5.7B(2) Compatibility with the present zoning (including any residential corridor overlay district) and conforming uses of nearby property and with the character of the neighborhood;
- 9.5.7B(3) Suitability of the subject property for uses permitted by the current versus the proposed district;
- 9.5.7B(4) Whether the proposed change tends to improve the balance of uses, or meets a specific demand in the City or County; and
- 9.5.7B(5) The availability of adequate police services, fire services, school, road, park, wastewater treatment, water supply and stormwater drainage facilities for the proposed zoning.

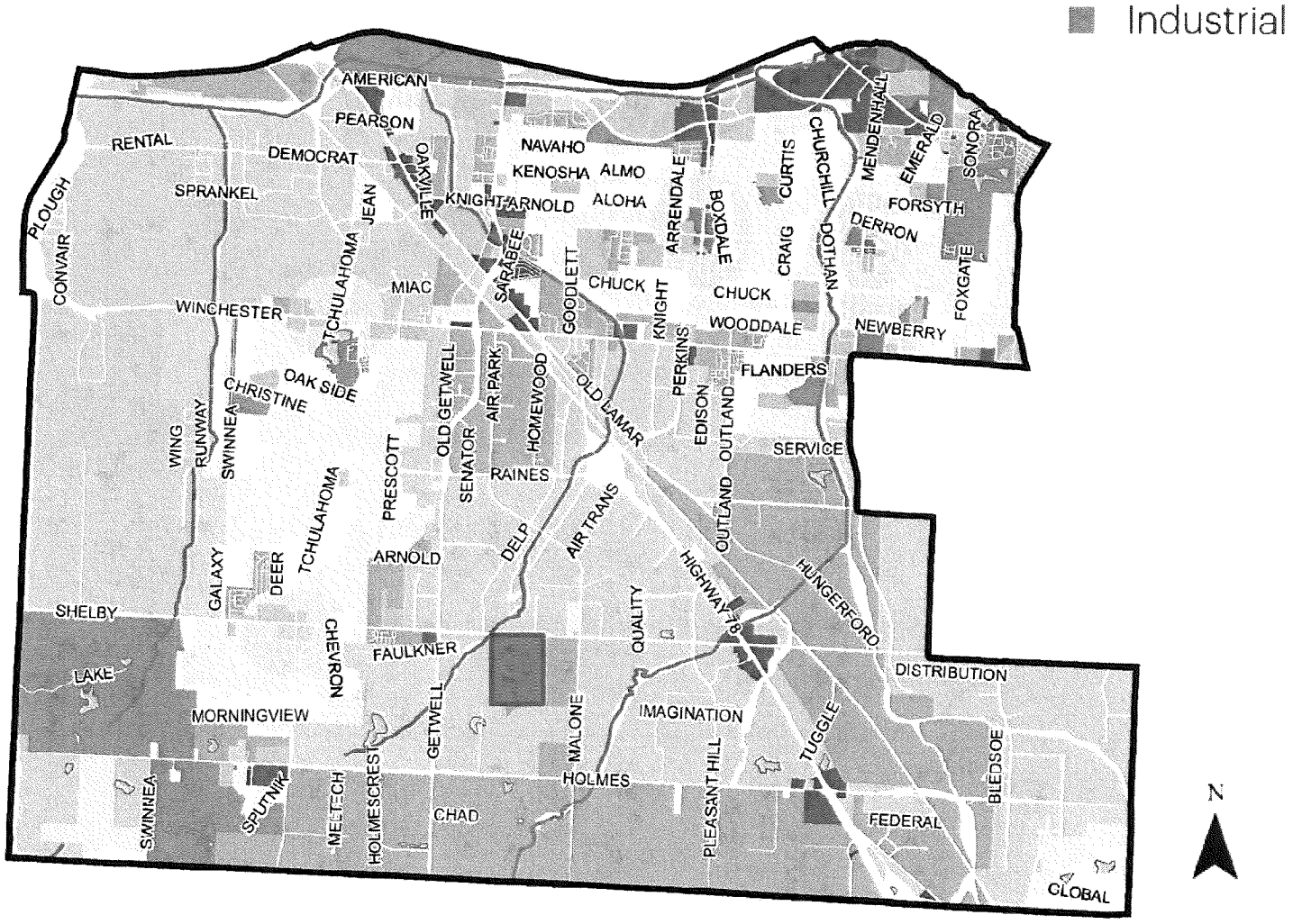
Site Description

The subject property is +/-30.016 acres located on the south side of E. Shelby Dr., +/- 2,209' west of the west line of Malone Rd. The site is a part of a larger +/-103' parcel (094100 00047C) that is zoned Conservation Agriculture (CA) and is vacant land. There are overhead utilities as well as an existing curb cut along E. Shelby Dr. The property is surrounded on the west and north by the EMP zoning district and light industrial uses while vacant land in the CA zoning district is to the south and east.

Consistency with Memphis 3.0

Staff uses the following criteria contained in Memphis 3.0 to determine consistency.

- 1. *The future land use planning map:* The subject site is identified as Industrial on the future land use planning map.

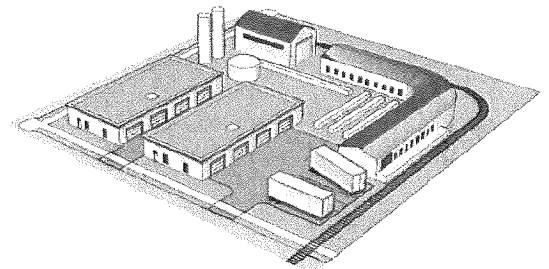


2. *The land use category descriptions and graphic portrayals, including whether the proposed use is compatible with the zone districts listed in the zoning notes and the proposed building(s) fit the listed form and location characteristics:* The request for rezoning to EMP meets the Applicability criteria due to the distance from residential neighborhoods and the large size of the parcel.



Industrial

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



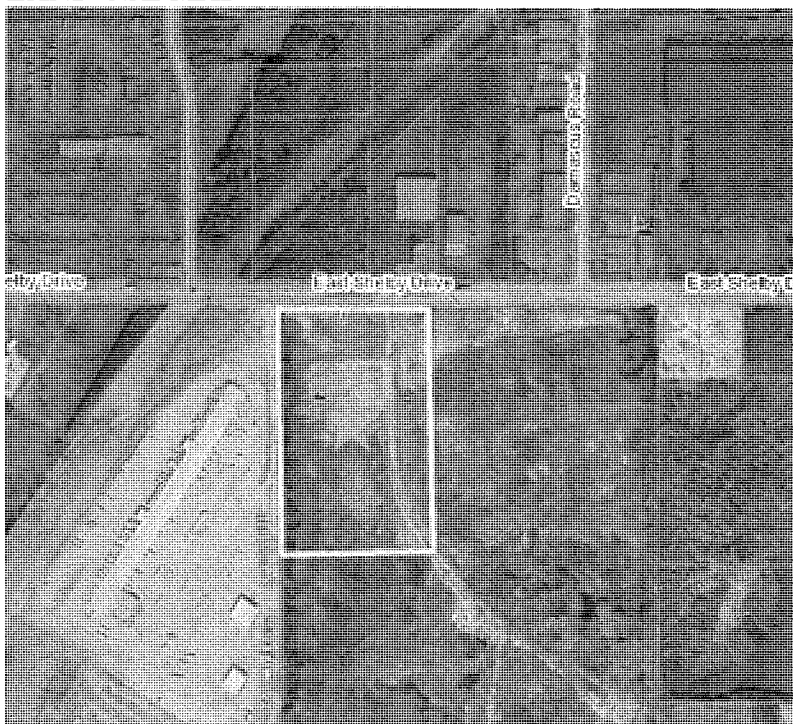
Description/Intent	Higher intensity industrial areas.
Applicability	Single-use heavy and light industrial uses that are not suitable for adjacency to neighborhoods and are located on parcels of a size that is appropriate for continued productive use. "High impact" manufacturing.
Goals/Objectives	Preservation/maintenance of manufacturing/industrial jobs where suitable, protection of neighborhoods from impactful uses and activities
Performance Metrics	Number and type of jobs, new square footage construction, new business starts, rents, redevelopment of existing industrial space, % increase in occupancy, increase in property values
Zoning Notes	Generally compatible with the following zone districts: IH in accordance with Form and characteristics listed above. Consult zoning map and applicable overlays for current and effective regulations. May consider rezonings, as appropriate, at the time of a small area plan to limit the use of this district specifically to noxious and/or incompatible high-intensity industrial uses.
Form and Location Characteristics	Industrial 1-10 stories

3. *Existing, adjacent land uses and zoning:* The subject site is surrounded by the following land uses: light industrial and vacant land. The subject site is surrounded by the following zoning districts: Employment and Conservation Agriculture. This requested land use is compatible with these adjacent land uses and zoning districts because it will align with the surrounding industrial uses in the Employment zoning district and is over half a mile from the nearest residential neighborhood.

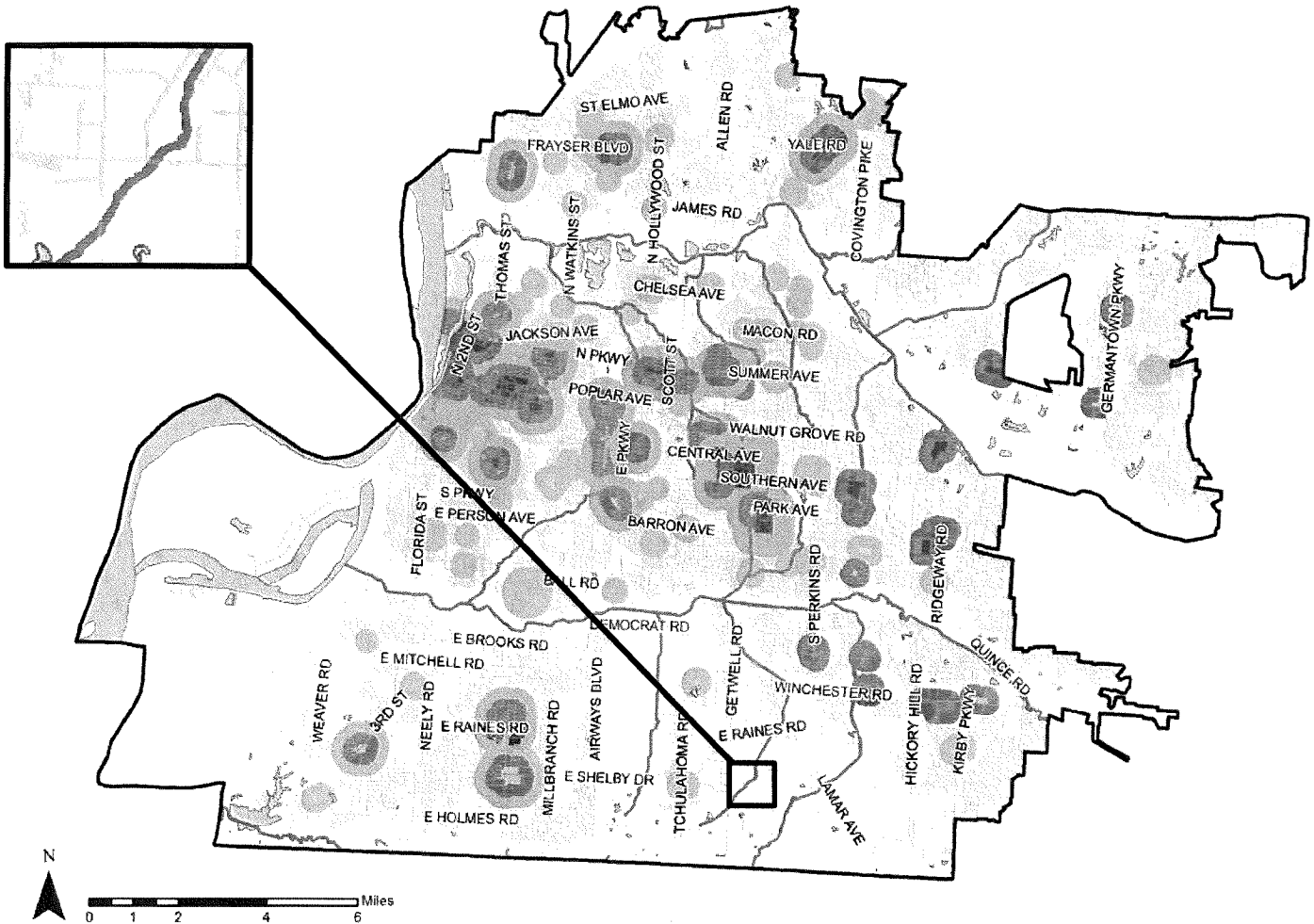
ZONING MAP



LAND USE MAP



4. *The degree of change map:* Degree of Change is not applicable to the subject site.



This proposal is consistent with the Memphis 3.0 General Plan based on the Future Land Use Category of Industrial and the existing, adjacent land uses of industrial and zoning district of Employment.

Conclusions

The request is to rezone 30.016 acres from Conservation Agriculture (CA) to Employment (EMP).

The subject property currently is vacant.

This proposal is compatible with the existing, adjacent land uses of industrial and zoning district of Employment.

RECOMMENDATION

Staff recommends approval.

DEPARTMENTAL COMMENTS

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

City/County Engineer:

Sewers:

1. City sanitary sewers are available at developer's expense.
2. All sewer connections must be designed and installed by the developer. This service is no longer offered by the Public Works Division.

Site Plan Notes:

3. The 30.016 acre lot reflected in the Developer's plot plan does not match any lot in this vicinity on the Shelby County Register's website.

City/County Fire Division: No comments received.

City Real Estate: No comments received.

City/County Health Department:

Water Quality Branch & Septic Tank Program:

- No comments

Shelby County Schools: No comments received.

Construction Code Enforcement: No comments received.

Memphis Light, Gas and Water:

MLGW has reviewed the referenced application, and has no objection, subject to the following conditions:

- **It is the responsibility of the owner/applicant** to identify any utility easements, whether dedicated or prescriptive (electric, gas, water, CATV, telephone, sewer, drainage, etc.), which may encumber the subject property, including underground and overhead facilities.
- **No permanent structures, development or improvements** are allowed within any utility easements, without prior MLGW written approval.
- **It is the responsibility of the owner/applicant** to comply with the **National Electric Safety Code (NESC)** and maintain minimum horizontal/vertical clearances between existing overhead electric facilities and any proposed structures.
- **Underground Utility separation and clearance:** The subject property is encumbered by existing utilities which may include overhead and underground facilities. It is the responsibility of the owner/applicant to maintain a minimum 3-foot (3') separation between any existing underground service lines or utilities and any proposed permanent structure or facility. This separation is necessary to provide sufficient space for any excavations to perform service, maintenance or replacement of existing utilities.
- **It is the responsibility of the owner/applicant** to pay the cost of any work performed by MLGW to install, remove or relocate any facilities to accommodate the proposed development.
- **It is the responsibility of the owner/applicant** to contact **TN-1-CALL @ 1.800.351.1111**, before digging, and to determine the location of any underground utilities including electric, gas, water, CATV, telephone, etc.
- **It is the responsibility of the owner/applicant** to comply with Memphis/Shelby County Zoning Ordinance - Landscape and Screening Regulations.
- **Street Trees are prohibited**, subject to the review and approval of the landscape plan by MLGW Engineering. It is the responsibility of the owner/applicant to submit a detailed landscape plan to MLGW Engineering.
- **Landscaping is prohibited** within any MLGW utility easement without prior MLGW approval.
- **Street Names: It is the responsibility of the owner/applicant** to contact MLGW-Address Assignment @ 729-8628 and submit proposed street names for review and approval. Please use the following link to the MLGW Land & Mapping website for **Street Naming Guidelines** and the **Online Street Name Search:**

<http://www.mlgw.com/builders/landandmapping>

- **It is the responsibility of the owner/applicant** to submit a detailed plan to MLGW Engineering for the purposes of determining the impact on or conflict with any existing utilities, and the availability and capacity of existing utility services to serve any proposed or future development(s). Application for utility service is necessary before plats can be recorded.
 - All residential developers must contact MLGW's Residential Engineer at Builder Services: (901) 729-8675 to initiate the utility application process.
 - All commercial developers must contact MLGW's Builder Services line at 729-8630 (select option 2) to initiate the utility application process.
- **It is the responsibility of the owner/applicant** to pay the cost of any utility system improvements necessary to serve the proposed development with electric, gas or water utilities.

Land and Mapping-Address Assignment:

APPLICATION



Memphis and Shelby County
Office of Planning and Development
CITY HALL 125 NORTH MAIN STREET-SUITE 468 MEMPHIS, TENNESSEE 38103-2084 (901) 576-6601

APPLICATION FOR REZONING APPROVAL

Date: January 10, 2020

Case #: _____

PLEASE TYPE OR PRINT

Property Owner of Record: JCLP, LLC Phone #: _____
 Mailing Address: 2505 Farrisview Road City/State: Memphis, TN Zip 38118
 Property Owner E-Mail Address: _____
 Applicant: Same as Owner Phone # _____
 Mailing Address: _____ City/State: _____ Zip _____
 Applicant E-Mail Address: _____
 Representative: SR Consulting, LLC (Cindy Reaves) Phone #: 901-373-0380
 Mailing Address: 5909 Shelby Oaks Drive, Suite 200 City/State: Memphis, TN Zip 38134
 Representative E-Mail Address: cindy@srce-memphis.com
 Engineer/Surveyor: SR Consulting, LLC Phone # 901-373-0380
 Mailing Address: 5909 Shelby Oaks Drive, Suite 200 City/State: Memphis, TN Zip 38134
 Engineer/Surveyor E-Mail Address: cindy@srce-memphis.com
 Street Address Location: 4195 E. Shelby Drive
 Distance to nearest intersecting street: Approximately 2208 feet west of the west line of Malone Road

	Parcel 1	Parcel 2	Parcel 3
Area in Acres:	<u>30.016</u>	_____	_____
Existing Zoning:	<u>CA</u>	_____	_____
Existing Use of Property	<u>Vacant Land</u>	_____	_____
Requested Use of Property	_____	_____	_____
Requested Zoning	<u>EMP</u>	_____	_____

Pre-Application Conference held on: _____ with _____

Neighborhood Meeting Requirement Met: Yes ___ or Not Yet ___ or Not Required (see below) X
(If yes, documentation must be included with application materials)

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

JCLP LLC Property Owner of Record Date _____
[Signature] Applicant Date 1-28-20

LETTER OF INTENT



Date: January 30, 2020

To: Office of Planning & Development

From: Cindy Reaves

Re: 4195 E. Shelby Drive

Job #: 19-0124

LETTER OF INTENT

We are pleased to submit a Rezoning Application for property on the south side of East Shelby Drive, approximately 2,208.7 feet west of Malone Road. The property is approximately 30.016 acres in size and currently in the CA zoning district. We are requesting a rezoning to the EMP zoning district which is consistent with all adjacent property north of E. Shelby Drive and the adjacent property to the west. We feel EMP zoning is appropriate for the area and it allows for future development consistent with the surrounding properties.

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

SIGN AFFIDAVIT

AFFIDAVIT

Shelby County
State of Tennessee

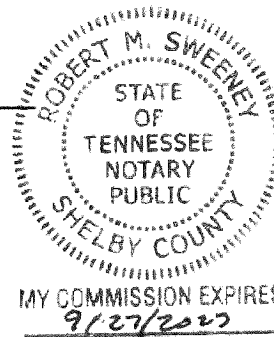
I, Dave Watkins, being duly sworn, depose and say that at 12:55 pm on the 28th day of February, 2020 I posted two Public Notice Signs pertaining to Case No. Z 20-01 in front of the property located on East Shelby Dr providing notice of a Public Hearing before the March 12, 2020 Land Use Control Board for consideration of a proposed Land Use Action (Rezoning), a photograph of said sign(s) being attached hereon and a copy of the sign purchase receipt or rental contract attached hereto.

Dave Watkins
Owner, Applicant or Representative

03/02/2020
Date

Subscribed and sworn to before me this 2nd day of MARCH, 2020

Robert Sweeney
Notary Public
My commission expires: 9/27/2023



LETTERS RECEIVED

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



Memphis and Shelby County
Office of Planning and Development
 CITY HALL 125 NORTH MAIN STREET-SUITE 468 MEMPHIS, TENNESSEE 38103-2084 (901) 576-6601

APPLICATION FOR REZONING APPROVAL

Date: January 10, 2020

Case #: _____

PLEASE TYPE OR PRINT

Property Owner of Record: JCLP, LLC Phone #: _____

Mailing Address: 2505 Farrisview Road City/State: Memphis, TN Zip 38118

Property Owner E-Mail Address: _____

Applicant: Same as Owner Phone # _____

Mailing Address: _____ City/State: _____ Zip _____

Applicant E-Mail Address: _____

Representative: SR Consulting, LLC (Cindy Reaves) Phone #: 901-373-0380

Mailing Address: 5909 Shelby Oaks Drive, Suite 200 City/State: Memphis, TN Zip 38134

Representative E-Mail Address: cindy@srce-memphis.com

Engineer/Surveyor: SR Consulting, LLC Phone # 901-373-0380

Mailing Address: 5909 Shelby Oaks Drive, Suite 200 City/State: Memphis, TN Zip 38134

Engineer/Surveyor E-Mail Address: cindy@srce-memphis.com

Street Address Location: 4195 E. Shelby Drive

Distance to nearest intersecting street: Approximately 2208 feet west of the west line of Malone Road

	Parcel 1	Parcel 2	Parcel 3
Area in Acres:	<u>30.016</u>	_____	_____
Existing Zoning:	<u>CA</u>	_____	_____
Existing Use of Property	<u>Vacant Land</u>	_____	_____
Requested Use of Property	_____	_____	_____
Requested Zoning	<u>EMP</u>	_____	_____

Pre-Application Conference held on: _____ with _____

Nighborhood Meeting Requirement Met: Yes ___ or Not Yet ___ or Not Required (see below) X
 (If yes, documentation must be included with application materials)

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

JCLP LLC _____ Date Applicant _____ Date 1-28-20

Date: January 30, 2020

To: Office of Planning & Development

From: Cindy Reaves

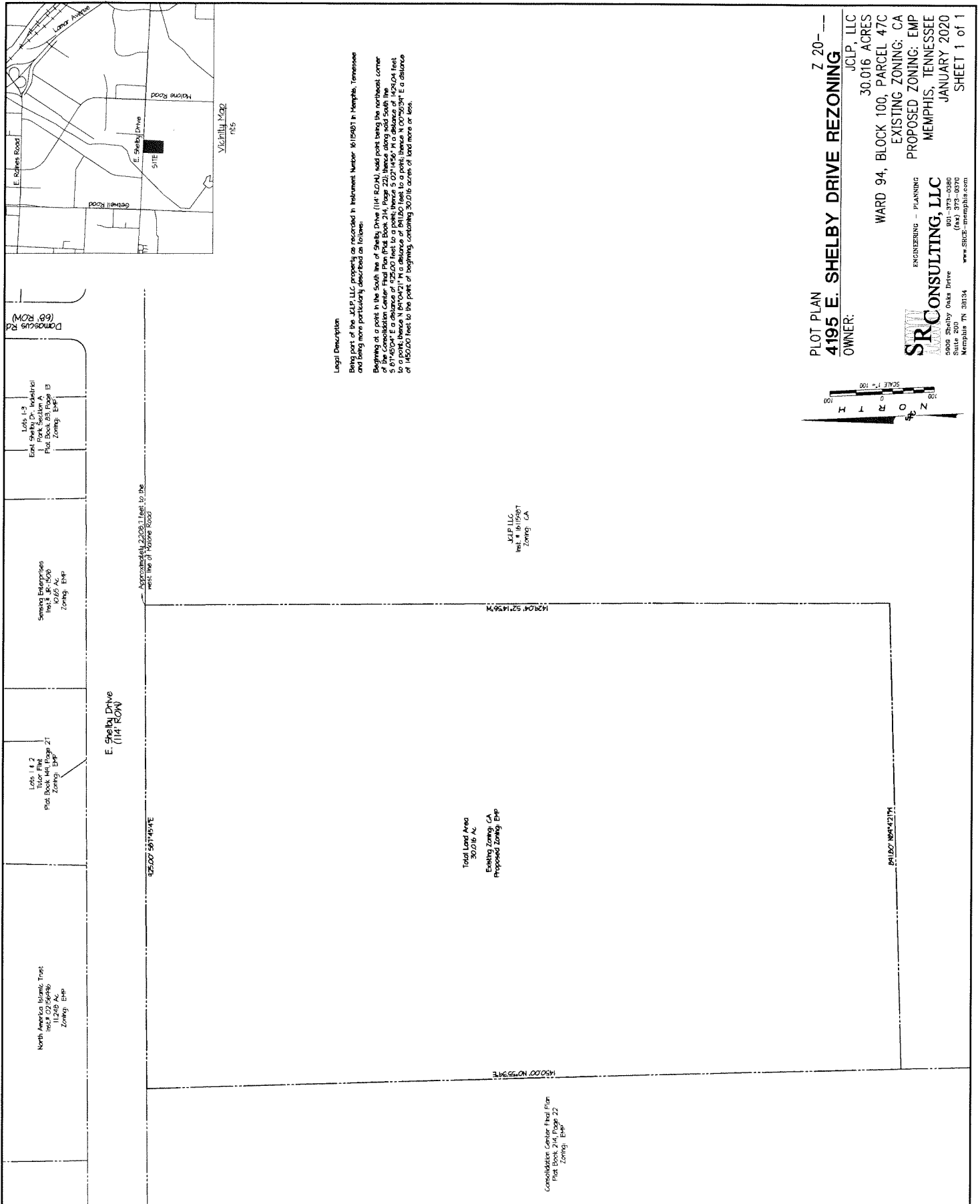
Re: 4195 E. Shelby Drive

Job #: 19-0124

LETTER OF INTENT

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

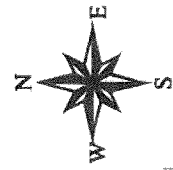


Legal Description
 Being part of the JCLP, LLC property as recorded in Instrument Number 1015907 in Memphis, Tennessee and being more particularly described as follows:
 Beginning at a point in the South line of Shelby Drive (114' R.O.W.) said point being the northeast corner of the Consolidator Center Final Plan (Plat Book 214, Page 22), thence along said South line S 01°45'04" E a distance of 425.00 feet to a point, thence S 02°14'50" E a distance of 145.00 feet to a point, thence N 02°50'34" E a distance of 145.00 feet to a point, thence N 02°50'34" E a distance of 145.00 feet to the point of beginning, containing 20,576 acres of land more or less.

PLOT PLAN Z 20-
4195 E. SHELBY DRIVE REZONING
 OWNER: JCLP, LLC
 30.016 ACRES
 WARD 94, BLOCK 100, PARCEL 47C
 EXISTING ZONING: CA
 PROPOSED ZONING: EMP
 MEMPHIS, TENNESSEE
 JANUARY 2020
 SHEET 1 of 1

ENGINEERING - PLANNING
SRCONSULTING, LLC
 5909 Shelby Oaks Drive
 Suite 500
 Memphis TN 38134
 (901) 373-0380
 (fax) 373-0370
 www.SRCONSULTING.com

Vicinity Map



Date: 10/07/19
Prepared By:
Property Research Data
PRD Job #19-110

3600 Feet

2700

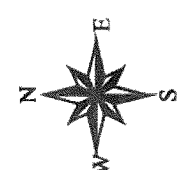
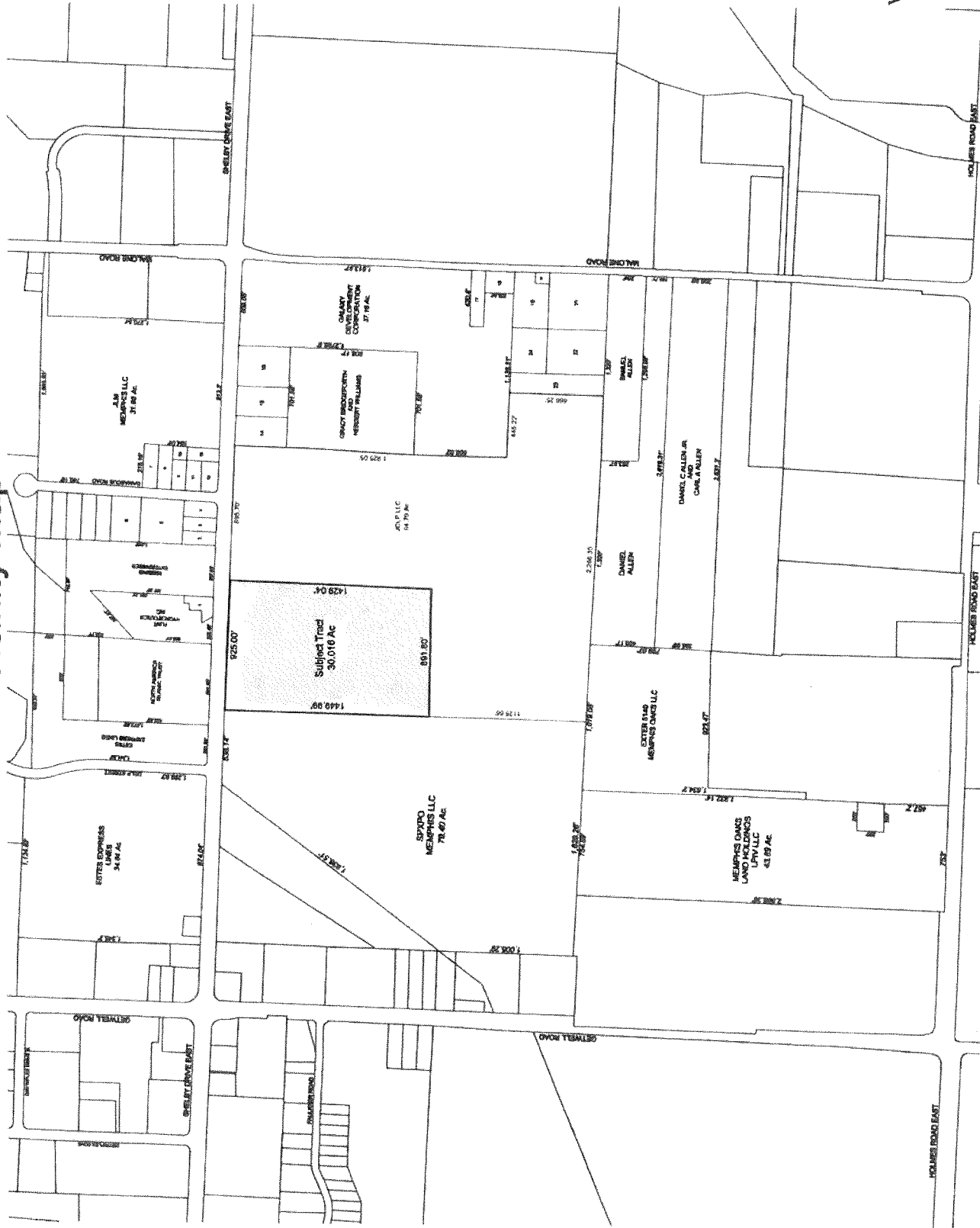
1800

900

0

900

Vicinity Map



Date: 10/07/19
 Prepared By:
 Property Research Data
 PRD Job #19-110



Lot #	Owners Name
1	Holt Lemmie C And Shirley M Holt
2	Jabase Zouhair
3	Jabase Zouhair
4	Jabase Zouhair
5	Hill James L Jr.
6	Claypond Investment Properties LLC
7	Marshall-Keys Holding LLC
8	Hartnack Investment LLC
9	Cumberland Trust And Investment Company
10	Thomas William Russell
11	Cumberland Trust And Investment Company
12	Investco Limited LLC
13	Thomas William Russell
14	Jackson Leon
15	Jackson Beatrice (LE) And Grady
16	Jackson Leon
17	Davis Patricia H
18	American Investment Solutions LLC
19	Burdette United Methodist Church (TR)
20	Burdette United Methodist Church (TR)
21	Burdette United Methodist Church (TR)
22	Capleville Church Of Christ
23	Jones B F (TR)
24	Capleville Church Of Christ



CITY OF MEMPHIS
COUNCIL AGENDA CHECK-OFF SHEET

P & Z Committee
and 3rd Reading:
August 4th, 2020

ONE ORIGINAL
ONLY STAPLED TO
DOCUMENTS

Planning & Development
DIVISION

Planning & Zoning

COMMITTEE:
PUBLIC SESSION:
DATE
DATE

ITEM (CHECK ONE)

- X ORDINANCE
RESOLUTION
OTHER:
CONDEMNATIONS
GRANT APPLICATION
GRANT ACCEPTANCE/AMENDMENT
X REQUEST FOR PUBLIC HEARING

ITEM DESCRIPTION: The following item was heard and a recommendation was made by the Land Use Control Board for a Zoning Map amendment.

CASE NUMBER: Z 20-02

LOCATION: Northwest corner of East Holmes Road and Malone Road

OWNER(S)/APPLICANT(S): Alice Langford, et al/ PDC, TN/FL, LLC

REPRESENTATIVE: The Reaves Firm, Inc.

EXISTING ZONING: Conservation Agriculture(CA) & Conservation Agriculture Flood Plain (CA[FP]) Districts

REQUEST: Employment (EMP) & Employment Flood Plain (EMP[FP]) Districts

AREA: 40.80 Acres

RECOMMENDATION: Office of Planning and Development and Land Use Control Board recommended Approval.

RECOMMENDED COUNCIL ACTION: Adopt on First Reading-Tuesday, July 7th, 2020!

PRIOR ACTION ON ITEM:

APPROVAL - (1) APPROVED (2) DENIED
DATE
ORGANIZATION - (1) BOARD / COMMISSION
(2) GOV'T. ENTITY (3) COUNCIL COMMITTEE

ADMINISTRATIVE APPROVAL:

Table with columns: ADMINISTRATIVE APPROVAL, DATE, POSITION. Row 1: Brian S. Bacchus, June 26th, 2020, PRINCIPAL PLANNER. Row 2: (blank), (blank), DIRECTOR. Row 3: (blank), (blank), CHIEF ADMINISTRATIVE OFFICER. Row 4: (blank), (blank), COUNCIL CHAIRMAN.



**Memphis City Council
Summary Sheet
Z 20-02**

Zoning Ordinance requesting a Zoning Map Amendment for reclassification of property located in Conservation Agriculture (CA) & Conservation Agriculture Flood Plain (CA[FP]) Districts at the northwest corner of E. Holmes Road and Malone Road, known as OPD Case No. Z 20-02, and

- Being an Ordinance to amend the zoning map of the City of Memphis and Shelby County for one (1) tract of vacant land totaling 40.80 acres to be included in Employment (EMP) and Employment Flood Plain (EMP[FP]) Districts; and
- The Office of Planning & Development at the request of the Owner(s)/Applicant(s): Alice Langford, et al/ PDC, TN/FL, LLC; and
- This Zoning Ordinance seeks to amend the zoning map on Atlas Page 2540 to reclassify this property currently in Conservation Agriculture (CA) & Conservation Agriculture Flood Plain (CA[FP]) Districts; and
- This item does not require a public improvement contract.

LAND USE CONTROL BOARD RECOMMENDATION

CASE #: Z 20-02

At its regular meeting on *Thursday, April 9th, 2020*, the Memphis and Shelby County Land Use Control Board held a public hearing on the following application requesting a zoning district reclassification for property described as follows:

CASE NUMBER: Z 20-02
LOCATION: Northwest corner of East Holmes Road and Malone Road
OWNER(S)/APPLICANT(S): Alice Langford, et al/ PDC, TN/FL, LLC
REPRESENTATIVE: The Reaves Firm, Inc.
EXISTING ZONING: Conservation Agriculture(CA) & Conservation Agriculture Flood Plain (CA[FP])
REQUEST: Employment (EMP) & Employment Flood Plain (EMP[FP]) Districts
AREA: 40.80 Acres

The following appeared in support of the application:

Mr. Scott Abbott; 35 Music Square East-Suite 103, Nashville, TN 37203, applicant agreed with the recommendation of staff and cited other large office/warehouse and distribution facilities in the area developed by their company providing tremendous job growth within an employment center within the City of Memphis.

The following spoke in opposition to this application:

Mr. Charles Belenky, 5019 Welchshire Ave., Memphis, TN 38117, spoke in opposition and stated his concern regarding the zoning of agriculture land for industrial use and would be more sustainable if maintained in agriculture zoning.

The Land Use Control Board reviewed the application of '*PDC, TN/FL, LLC*', requesting a zoning district reclassification and the report of the staff. A motion was made and seconded to recommend approval of the application as recommended by staff.

The motion passed by unanimous vote of 9 to 0.

The Board approved the conclusions of the staff as contained in the staff report.

Respectfully submitted,

Brian S. Bacchus, Principal
Josh Whitehead, Director
Office of Planning and Development

Cc: P & Z Committee/Council Members
File

ORDINANCE NO: _____

ZONING ORDINANCE AMENDING ORDINANCE NO. 5367 OF THE CODE OF ORDINANCES, CITY OF MEMPHIS, TENNESSEE, ADOPTED ON AUGUST 10, 2010, AS AMENDED, KNOWN AS THE MEMPHIS AND SHELBY COUNTY UNIFIED DEVELOPMENT CODE, SO AS TO MAKE CERTAIN CHANGES IN THE USE DISTRICTS PROVIDED IN SAID ORDINANCE

WHEREAS, A proposed amendment to the Memphis and Shelby County Unified Development Code, being Ordinance No. 5367 of the Code of Ordinances, City of Memphis, Tennessee, as amended, has been submitted to the Memphis and Shelby County Land Use Control Board for its recommendation and report, designated as

Case No.: Z 20-02

WHEREAS, The Memphis and Shelby County Land Use Control Board has filed its recommendation and report with the Council of the City of Memphis; and

WHEREAS, The provisions of the Code of Ordinances, City of Memphis, Tennessee, as amended, relating to the proposed amendment, have been complied with;

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEMPHIS:

SECTION 1:

THAT the Memphis and Shelby County Unified Development Code, Ordinance No. 5367 of the Code of Ordinances, City of Memphis, as amended, be and the same hereby is amended with respect to Use Districts, as follows:

BY TAKING THE FOLLOWING PROPERTY OUT OF THE CONSERVATION AGRICULTURE (CA) & CONSERVATION AGRICULTURE FLOOD PLAIN (CA[FP]) USE DISTRICTS AND INCLUDING IT IN THE EMPLOYMENT (EMP) & EMPLOYMENT FLOOD PLAIN (EMP[FP]) USE DISTRICTS

The following property located in the City of Memphis, Tennessee being more particularly described as follows:

DESCRIPTION OF PROPERTY BEING ZONED EMP

BEING A PORTION OF THE ALICE LANGFORD AND RUBY CARNES, et al PROPERTY AS RECORDED IN INSTRUMENT NUMBER CK-6032 IN THE SHELBY COUNTY REGISTER'S OFFICE AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF HOLMES ROAD (108' R.O.W) AND MALONE ROAD (R.O.W. VARIES); THENCE N87°36'02"W ALONG SAID CENTERLINE OF HOLMES ROAD A DISTANCE OF 247.76 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE LIMITS OF FLOOD ZONE "AE" PER FLOOD MAP 47157C 0445F; THENCE CONTINUING N87°36'02"W ALONG SAID CENTERLINE A DISTANCE OF 1071.19 FEET TO A POINT; THENCE N2°18'41"E LEAVING SAID CENTERLINE A DISTANCE OF 1338.34 FEET TO THE NORTHEAST CORNER OF THE MEMPHIS OAKS LAND HOLDINGS LPIV, LLC PROPERTY AS RECORDED IN INSTRUMENT NUMBER 16063156; THENCE S87°42'13"E A DISTANCE OF 1340.00 FEET TO A POINT IN THE CENTERLINE OF MALONE ROAD; THENCE S3°31'31"W ALONG SAID CENTERLINE A DISTANCE OF 728.77 FEET TO A POINT ON THE LIMITS OF FLOOD ZONE "AE" PER FLOOD MAP 47157C 0445F; THENCE LEAVING SAID CENTERLINE AND TRAVERSING ALONG THE LIMITS OF SAID FLOOD ZONE "AE" THE FOLLOWING COURSES:

ALONG A 310.00 FOOT RADIUS CURVE TO THE LEFT AN ARC DISTANCE OF 108.87 FEET (CHORD S23°52'50"W, 108.31') TO A POINT OF TANGENCY; THENCE S13°49'10"W A DISTANCE OF 143.11 FEET TO A POINT OF CURVATURE; THENCE ALONG A 100.00 FOOT RADIUS CURVE TO THE RIGHT AN ARC DISTANCE OF 94.34 FEET (CHORD S40°50'41"W, 90.88') TO A POINT OF TANGENCY; THENCE S67°52'12"W A DISTANCE OF 58.09 FEET TO A POINT OF CURVATURE; THENCE ALONG A 325.00 FOOT RADIUS CURVE TO THE LEFT AN ARC DISTANCE OF 55.01 FEET (CHORD S63°01'16"W, 54.94') TO A POINT OF COMPOUND CURVATURE; THENCE ALONG A 125.00 FOOT RADIUS CURVE TO THE LEFT AN ARC DISTANCE OF 122.01 FEET (CHORD S30°12'35"W, 117.22') TO A POINT OF COMPOUND CURVATURE; THENCE ALONG A 356.00 FOOT RADIUS CURVE TO THE LEFT AN ARC DISTANCE OF 98.11 FEET (CHORD S05°38'50"E, 97.80') TO A POINT OF TANGENCY; THENCE S13°32'31"E A DISTANCE OF 50.22 FEET TO THE POINT OF BEGINNING AND CONTAINING 38.75 ACRES.

DESCRIPTION OF PROPERTY BEING ZONED EMP (FP)

BEING A PORTION OF THE ALICE LANGFORD AND RUBY CARNES, et al PROPERTY AS RECORDED IN INSTRUMENT NUMBER CK-6032 IN THE SHELBY COUNTY REGISTER'S OFFICE AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTERLINE INTERSECTION OF HOLMES ROAD (108' R.O.W) AND MALONE ROAD (R.O.W. VARIES); THENCE N87°36'02"W ALONG SAID CENTERLINE OF HOLMES ROAD A DISTANCE OF 247.76 FEET TO A POINT ON THE LIMITS OF FLOOD ZONE "AE" PER FLOOD MAP 47157C 0445F; THENCE TRAVERSING ALONG THE LIMITS OF SAID FLOOD ZONE "AE" THE FOLLOWING COURSES:

N13°32'31"W A DISTANCE OF 50.22 FEET TO THE POINT OF CURVATURE; THENCE ALONG A 356.00 FOOT RADIUS CURVE TO THE RIGHT AN ARC DISTANCE OF 98.11 FEET (CHORD N05°38'50"W, 97.80') TO A POINT OF COMPOUND CURVATURE; THENCE ALONG A 125.00 FOOT RADIUS CURVE TO THE RIGHT AN ARC DISTANCE OF 122.01 FEET (CHORD N30°12'35"E, 117.22') TO A POINT OF COMPOUND CURVATURE; THENCE ALONG A 325.00 FOOT RADIUS CURVE TO THE RIGHT AN ARC DISTANCE OF 55.01 FEET (CHORD N63°01'16"E, 54.94') TO A POINT OF TANGENCY; THENCE N67°52'12"E A DISTANCE OF 58.09 FEET TO A POINT OF CURVATURE; THENCE ALONG A 100.00 FOOT RADIUS CURVE TO THE LEFT AN ARC DISTANCE OF 94.34 FEET (CHORD N40°50'41"E, 90.88') TO A POINT OF TANGENCY; THENCE N13°49'10"E A DISTANCE OF 143.11 FEET TO A POINT OF CURVATURE; THENCE ALONG A 310.00 FOOT RADIUS CURVE TO THE RIGHT AN ARC DISTANCE OF 108.87 FEET (CHORD N23°52'50"E, 108.31') TO A POINT ON THE CENTERLINE OF HOLMES ROAD;

THENCE S03°31'31"W ALONG SAID CENTERLINE A DISTANCE OF 212.32 FEET TO A POINT; THENCE S02°28'16"W CONTINUING ALONG SAID CENTERLINE A DISTANCE OF 399.84 FEET TO THE POINT OF BEGINNING AND CONTAINING 2.05 ACRES.

SECTION 2:

THAT the Director of the Office of Planning and Development be, and is hereby directed to make the necessary changes in the Official Use District Maps to conform to the changes herein made; that all official maps and records of the Memphis and Shelby County Land Use Control Board and the City of Memphis be, and they hereby are, amended and changed so as to show the aforementioned amendment of the said Zoning Ordinance.

SECTION 3.

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

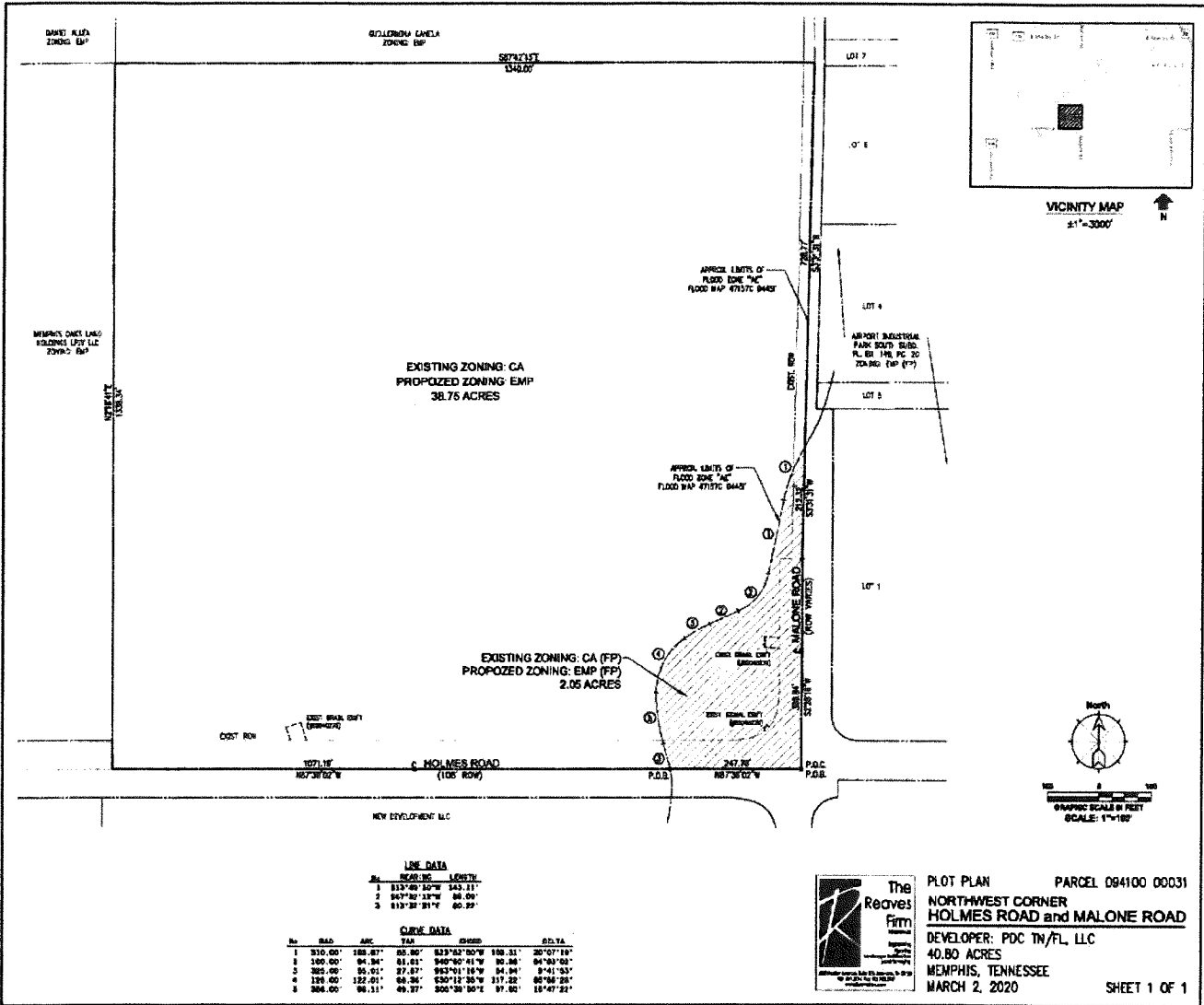
ATTEST:

***cc: Office of Construction Code Enforcement
Office of Planning and Development-LUC
Office of Planning and Development-ReGIS
Shelby County Assessor***

**Z 20-02
Northwest corner of East Holmes Road and Malone Road**

//: attachment

PLOT PLAN



 **STAFF REPORT**

AGENDA ITEM: 26

CASE NUMBER: Z 20-02 **L.U.C.B. MEETING:** April 9th, 2020

LOCATION: Northwest corner of East Holmes Road and Malone Road

COUNCIL DISTRICT(S): District 3; Super District 8-Positions 1, 2 & 3

OWNER(S): Alice Langford, et al

APPLICANT(S): PDC, TN/FL, LLC

REQUEST: Conservation Agriculture(CA) & Conservation Agriculture Flood Plain (CA[FP]) to Employment (EMP) & Employment Flood Plain (EMP[FP]) Districts

AREA: 40.80 Acres

EXISTING LAND USE & ZONING: Vacant, wooded land in Conservation Agriculture (CA) & Conservation Agriculture Flood Plain (CA[FP]) Districts

CONCLUSIONS:

1. The current zoning of the property is outdated for this southeastern portion of the City of Memphis. The applicant is requesting a zoning reclassification of property to be included in the Employment (EMP) District to develop the property for large office/warehousing development.
2. The future land use for the property is consistent with the Memphis 3.0 Plan and this request for industrial zoning coupled with existing land use in the immediate area is compatible with current development trends for employment land uses.
3. The concept plan illustrates a request for similar warehouse buildings to continue the existing land use pattern of the area and this industrial zoning reclassification will become a logical extension to the Employment (EMP) District zoning directly adjacent to the subject property to the north and west.

CONSISTENCY WITH MEMPHIS 3.0

Based on future land use planning, the existing land use and adjacent zoning, this zoning request for a reclassification of property IS CONSISTENT with the Memphis 3.0 Comprehensive Plan

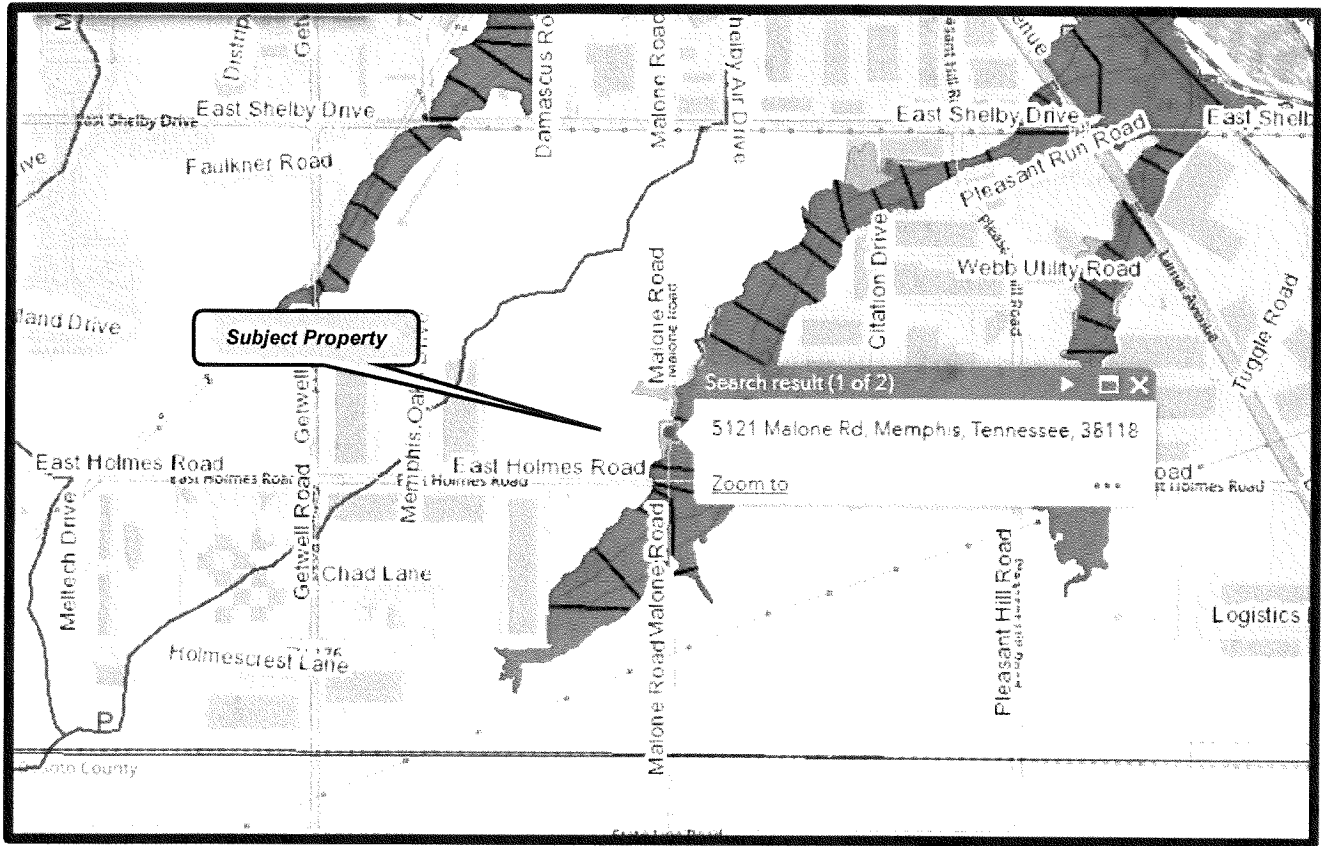
OFFICE OF PLANNING & DEVELOPMENT RECOMMENDATION

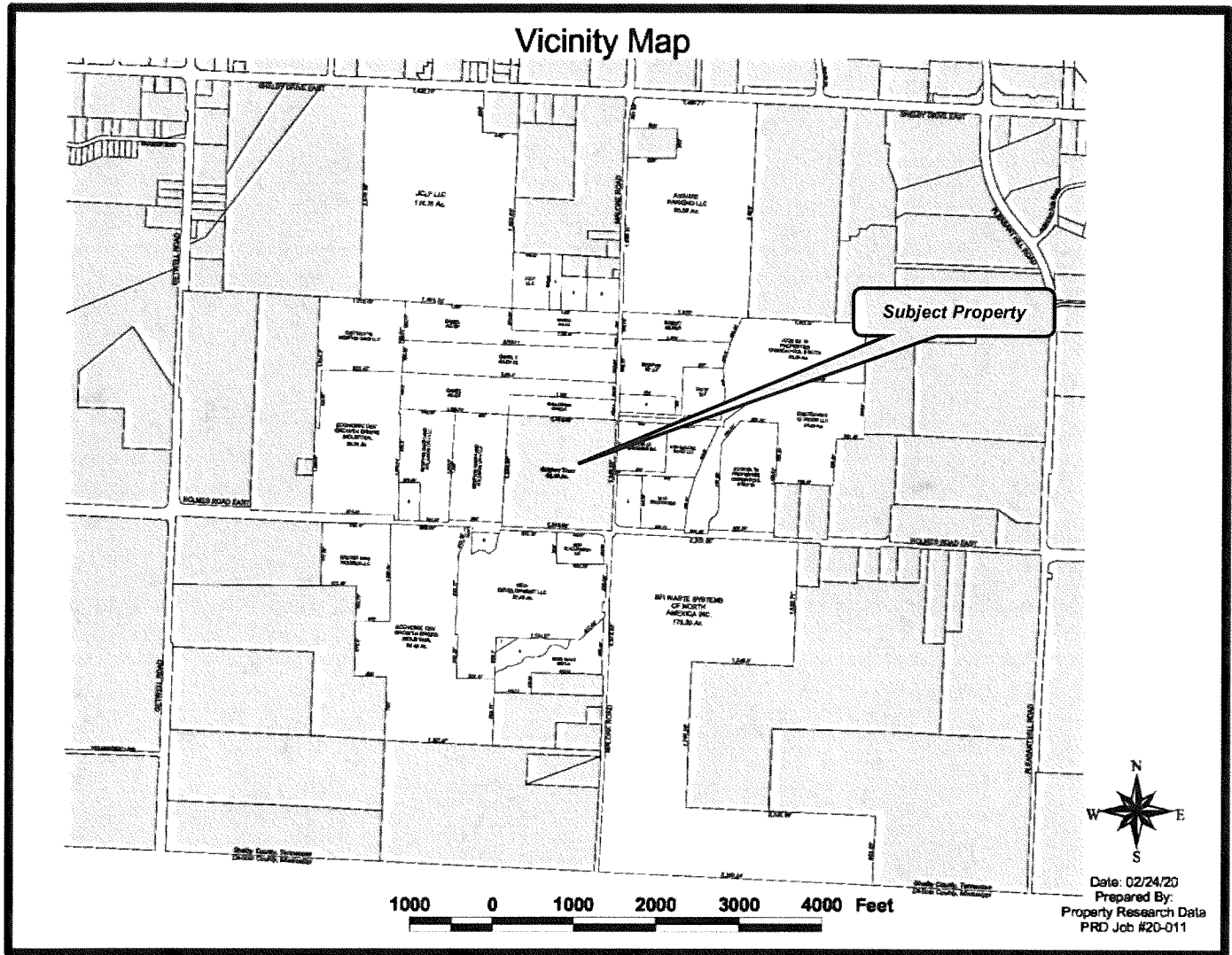
Approval

Staff Planner: Brian Bacchus

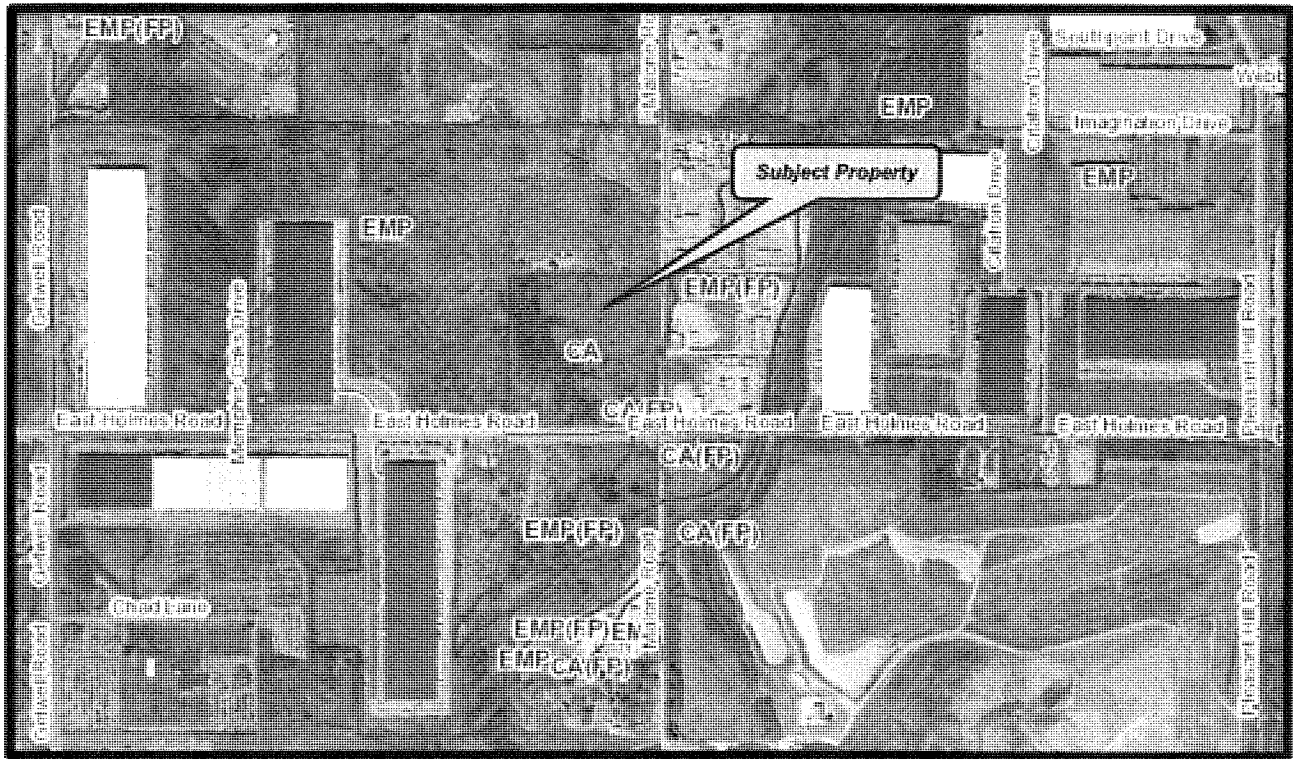
Email: brian.bacchus@memphistn.gov

Planning Area

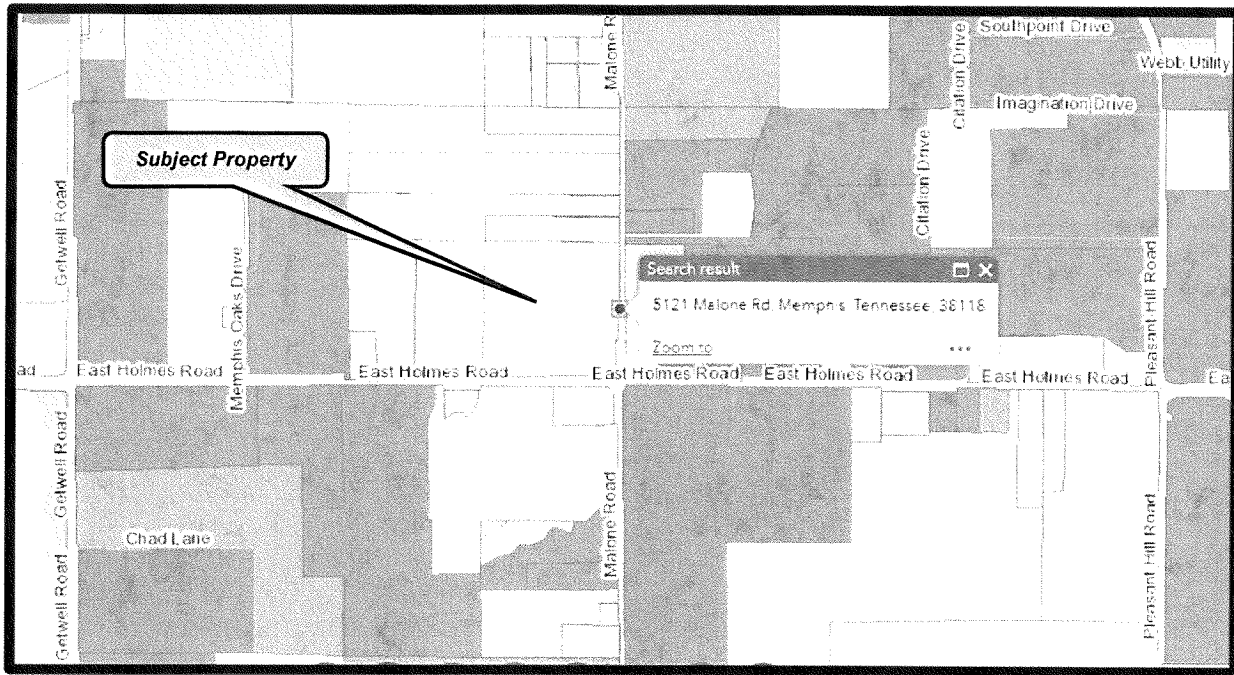




Zoning Aerial



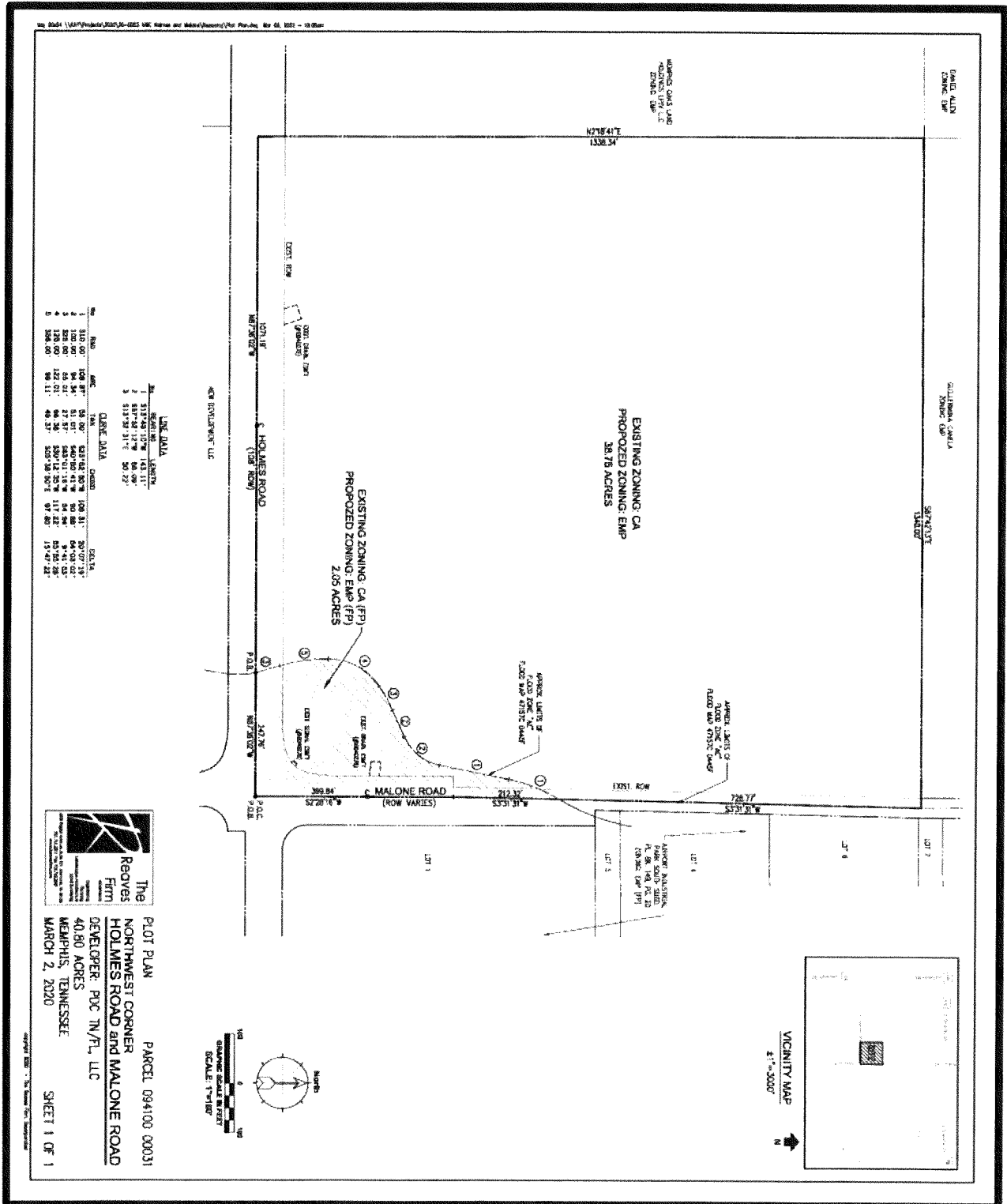
Land Use



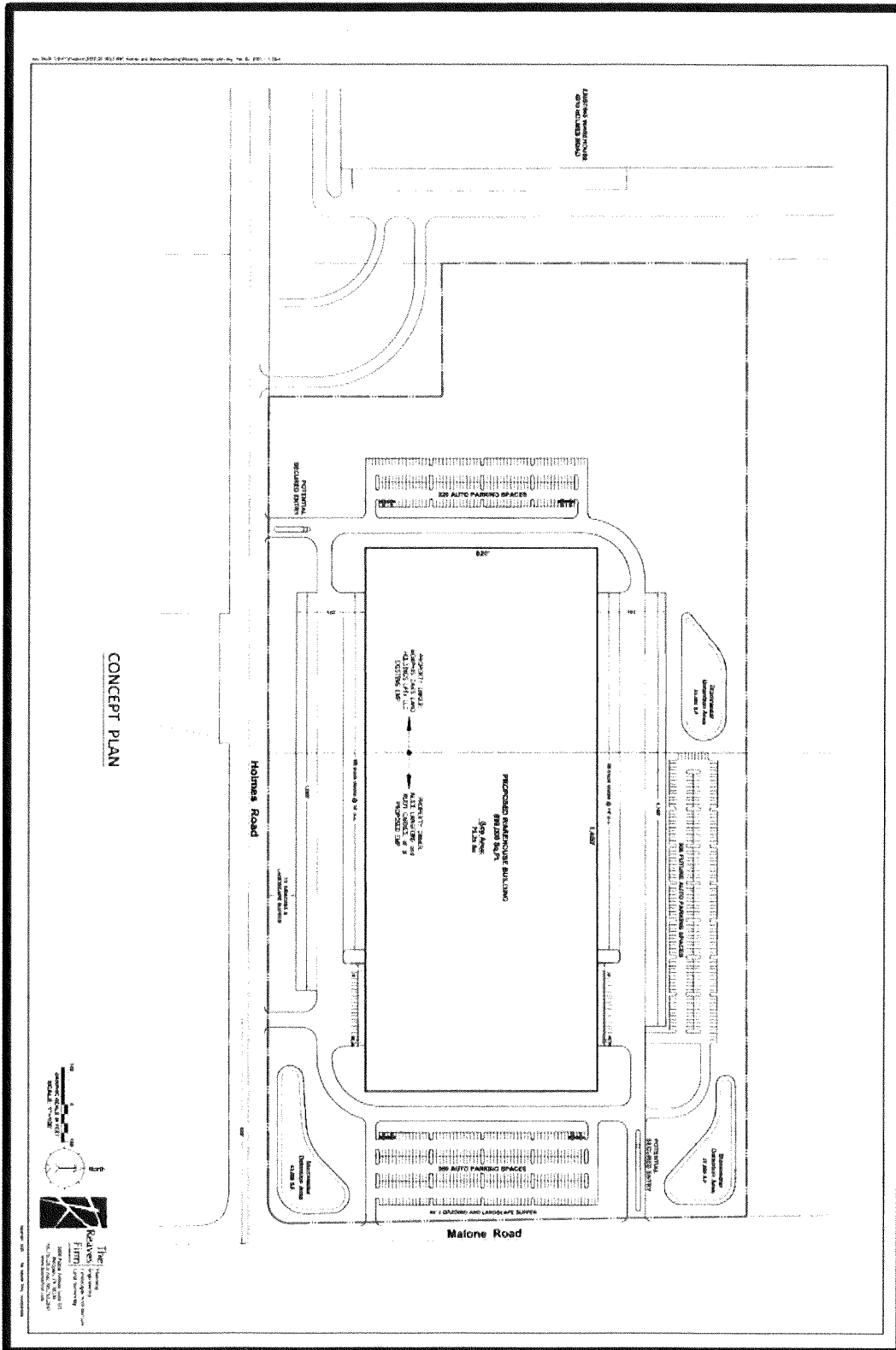
Surrounding Land Use & Zoning

- North:** Large, vacant tracts and single-family homes on estate sized tracts in the Employment (EMP-Light Industrial) District.
- East:** Small and large industrial warehouses and trucking facilities in Employment (EMP) & Employment (EMP[FP]) Districts.
- South:** Large, vacant tract and convenient store with gasoline sales under construction in the Employment (EMP) & Employment (EMP[FP]) Districts.
- West:** Large, vacant tracts and large industrial warehouses in the Employment (EMP) District.

Plot Plan



Concept Plan
(Southern Portion)



Neighborhood Meeting: No Neighborhood Meeting Requirement.
Sign Posting & Public Notice: Sign Posted on Monday, March 30th and Public Hearing Notices mailed on Friday, March 27th, 2020.

STAFF ANALYSIS:

Site Description

The subject property is a 40.80-acre tract of vacant land located on the northwest corner of two (2) major roads, E. Holmes Road and Malone Road, both dedicated roadways with no improvements along the road frontages. The property is also within the Oakhaven-Parkway Village Planning District and a large tract of land currently in the Conservation Agriculture (CA) District zoning. The current zoning of the property is outdated for this southeastern portion of the City of Memphis. The applicant is requesting a zoning reclassification of property to be included in the Employment (EMP) District to develop the property for large office/warehousing development. The property is located within the Flood Plain (FP) District according to FEMA maps dated September 2007.

Area Overview

The existing land use and zoning to the east of the subject property is predominantly small and large office warehouse buildings, outdoor storage of motor freight and small trucking facilities. The land use to the west is primarily large, vacant tracts of land and large industrial warehouses uses with similar warehouse buildings within one-quarter (1/4) mile of the subject property along the south side of E. Holmes Road all within Employment (EMP) District zoning. The properties to the north are also large, vacant tracts and single-family homes on estate-sized tracts in EMP District zoning. The land use south and across E. Holmes Road is a convenience store with gasoline sales currently under construction, sanitary landfill and large, vacant tracts also in EMP District zoning. The dominant land use and zoning in the immediate area is large warehouse development and Employment (EMP) District zoning.

Zoning Analysis

The applicant's request is to allow the reclassification of a large, vacant tract of land to Employment (EMP) & Employment Flood Plain (EMP[FP]) District within the southeast portion of the City of Memphis. The proposed zoning will allow construction of large warehousing development compatible with existing land uses. The future land use for the property is consistent with the Memphis 3.0 Plan and this request for industrial zoning coupled with existing land use in the immediate area is compatible with current development trends for employment land uses. The concept plan illustrates a request for similar warehouse buildings to continue the existing land use pattern of the area and this industrial zoning reclassification will become a logical extension to the Employment (EMP) District zoning directly adjacent to the subject property to the north and west.

Recommendation: *Approval of Employment (EMP) and Employment Flood Plain (EMP[FP]) Districts*

Office of Comprehensive Planning Review

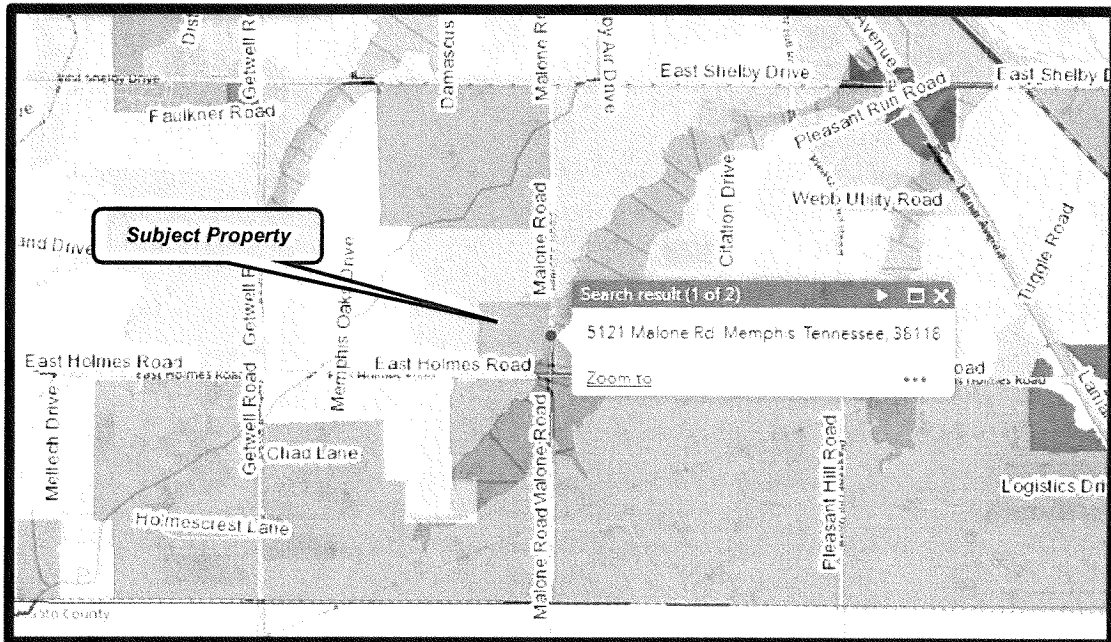
This summary is being produced in response to the following application to support the Office of Planning & Development in their recommendation: Z 20-02

Site Address/location: Northwest corner of E. Holmes Road & Malone Road
Land Use Designation (see pages 86 and 102 for details): Industrial (I).

Based on future land use planning, existing land uses and adjacent zoning, the proposal IS CONSISTENT with the Memphis 3.0 Comprehensive Plan.

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

1. FUTURE LAND USE PLANNING MAP

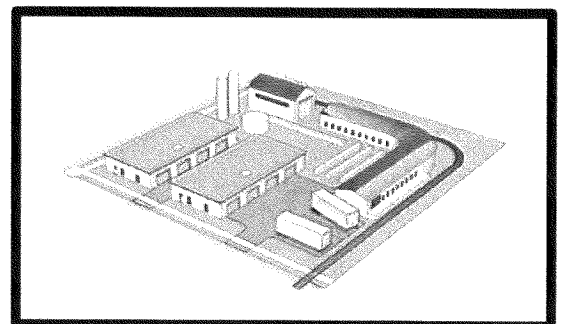


(Figure 01: Arrow denotes the proposed site in the Future Land Use Map)

2. Land Use Description & Applicability:

The applicant's site is within future land use designation: Industrial (I). The description and applicability for (I) are defined in greater detail in the following paragraphs:

The site designation is Industrial (I). The Industrial areas are primarily higher intensity forms that are not suitable next to neighborhoods. These active areas are located on land where it is productive for the continued existence of high impact manufacturing and would not need to change to another use. The Industrial areas are usually located alongside highways and thus are majorly accessed by cars, trucks, and freight infrastructure. See graphic portrayal to the right.



“I” Goals/Objectives:

Preservation/maintenance of manufacturing/industrial jobs where suitable, protection of neighborhoods from impactful uses and activities.

“I” Form & Location Characteristics:

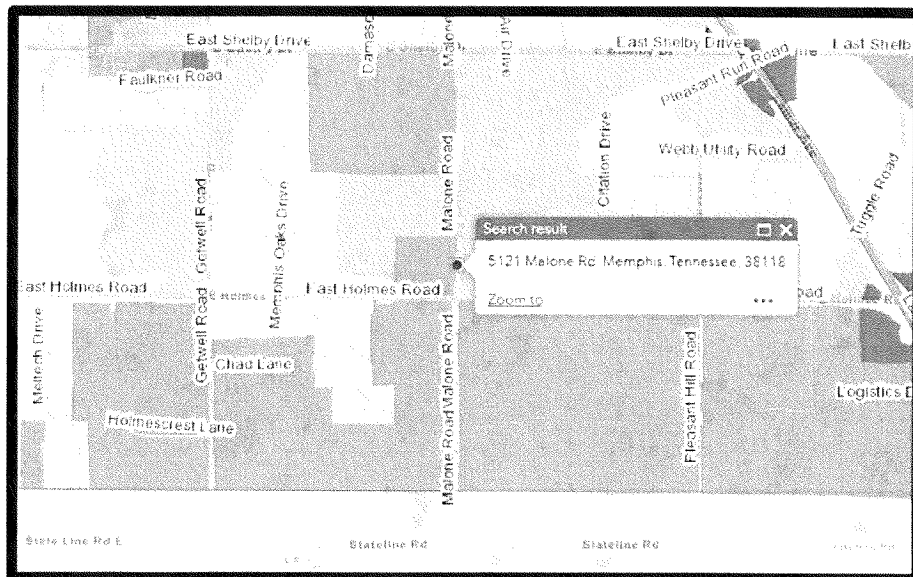
Industrial and 1-10 stories.

The applicant is seeking a zoning change for property on the northwest side of East Holmes Road and Malone Road to Employment (EMP) District zoning. The request meets the criteria because the size of the parcel is large enough to accomplish industrial activity which would be a permitted use in the EMP zoning district.

3. Existing, Adjacent Land Use and Zoning

The subject property is surrounded by the following land uses: Vacant land and Light Industrial land uses. The site is surrounded by the following zoning districts: Conservation Agriculture (CA) and Employment (EMP) This requested land use is compatible with adjacent land uses and zoning, because *existing land use surrounding the parcel is similar in nature to the requested land use, which is not interfering with the adjacent use or any plan of the area.* The site is located over one-half (½) mile to the nearest estate-sized residential home.

4. Degree of Change Map



(Figure 02: 5121 Malone Road denotes the proposed site)

5. Degree of Change Descriptions:

N/A

Based on information provided, the proposal IS CONSISTENT with the Memphis 3.0 Comprehensive Plan.
(Faria Urmy, Office of Comprehensive Planning(OCP) Review)

RECOMMENDATION: *Approval*

GENERAL INFORMATION:

Street Frontage: E. Holmes Road-----+/-1,318.95 linear feet.
 Malone Road-----+/-1,340.23 linear feet.

Planning District: Oakhaven-Parkway Village

Zoning Atlas Page: 2540

Zoning History: The Conservation Agriculture (CA) & Conservation Flood Plain (CA[FP]) District zoning date to the adoption of the 1980 zoning map amendments.

DEPARTMENTAL COMMENTS:

The following comments were provided by Inter-governmental Agencies/Organizations to which this application was referred:

City Engineer:

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

Sewers:

2. City sanitary sewer availability TBD.
3. All sewer connections must be designed and installed by the developer. This service is no longer offered by the Public Works Division.
4. Sewer extension is required to serve this development. The sewer capacity will not be determined until the developer provide the proposed discharge to the Engineering Division/Sewer Design Department to check the capacity of the existing system.

Roads:

5. The Developer is advised that both Holmes and Malone are under design to be improved by the City of Memphis. The Developer’s Engineer shall be responsible for coordinating this development with the City Civil Engineer.

Fire Services: No comments.

Memphis & Shelby County Health Department:

Water Quality Branch: No comments.
 Septic Tank Program: No comments.

Memphis Light, Gas and Water:

MLGW has reviewed the referenced application, and has no objection, subject to the following conditions:

- **It is the responsibility of the owner/applicant** to identify any utility easements, whether dedicated or prescriptive (electric, gas, water, CATV, telephone, sewer, drainage, etc.), which may encumber the subject property, including underground and overhead facilities.
- **No permanent structures, development or improvements** are allowed within any utility easements, without prior MLGW written approval.
- **It is the responsibility of the owner/applicant** to comply with the **National Electric Safety Code (NESC)** and maintain minimum horizontal/vertical clearances between existing overhead electric facilities and any proposed structures.

- **Underground Utility separation and clearance:** The subject property is encumbered by existing utilities which may include overhead and underground facilities. It is the responsibility of the owner/applicant to maintain a minimum 3-foot (3') separation between any existing underground service lines or utilities and any proposed permanent structure or facility. This separation is necessary to provide sufficient space for any excavations to perform service, maintenance or replacement of existing utilities.
- **It is the responsibility of the owner/applicant** to pay the cost of any work performed by MLGW to install, remove or relocate any facilities to accommodate the proposed development.
- **It is the responsibility of the owner/applicant** to contact **TN-1-CALL @ 1.800.351.1111**, before digging, and to determine the location of any underground utilities including electric, gas, water, CATV, telephone, etc.
- **It is the responsibility of the owner/applicant** to comply with Memphis/Shelby County Zoning Ordinance - Landscape and Screening Regulations.
- **Street Trees are prohibited**, subject to the review and approval of the landscape plan by MLGW Engineering. It is the responsibility of the owner/applicant to submit a detailed landscape plan to MLGW Engineering.
- **Landscaping is prohibited** within any MLGW utility easement without prior MLGW approval.
- **Street Names: It is the responsibility of the owner/applicant** to contact MLGW-Address Assignment @ 729-8628 and submit proposed street names for review and approval. Please use the following link to the MLGW Land & Mapping website for **Street Naming Guidelines** and the **Online Street Name Search**: <http://www.mlgw.com/builders/landandmapping>
- **It is the responsibility of the owner/applicant** to submit a detailed plan to MLGW Engineering for the purposes of determining the impact on or conflict with any existing utilities, and the availability and capacity of existing utility services to serve any proposed or future development(s). Application for utility service is necessary before plats can be recorded.
 - All commercial developers must contact MLGW's Builder Services line at 729-8630 (select option 2) to initiate the utility application process.
- **It is the responsibility of the owner/applicant** to pay the cost of any utility system improvements necessary to serve the proposed development with electric, gas or water utilities.

Shelby County Schools: No comments received.

Construction Code Enforcement: No comments received.

Office of Resiliency & Sustainability: No Comments.

AT&T-TN: No comment.

Neighborhood Associations/Organizations: None registered.

Staff: bb

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

**ONE ORIGINAL
ONLY STAPLED
TO DOCUMENTS**

**Planning & Development
DIVISION**

Planning & Zoning COMMITTEE: 08/04/2020
DATE
PUBLIC SESSION: 08/04/2020
DATE

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

ITEM DESCRIPTION: An ordinance approving a zoning change
CASE NUMBER: Z 20-03
DEVELOPMENT: Light industrial
LOCATION: North of Ketchum Road, east of Imogene Street, south of Dwight Road, and west of Pendleton Street
COUNCIL DISTRICTS: District 4 and Super District 8 – Positions 1, 2, and 3
OWNER/APPLICANT: Memphis Shelby County Airport Authority / Ketchum Airport Investors, LLC – Bradleigh Kaaber
REPRESENTATIVES: Brittenum Law, PLLC – Dedrick Brittenum Jr.
EXISTING ZONING: Residential Single-Family – 6 (R-6) and Residential Urban – 1 (RU-1)
REQUEST: Employment (EMP)
AREA: +/-66 acres
RECOMMENDATION: The Office of Planning and Development recommended *Approval*
 The Land Use Control Board recommended *Approval*

RECOMMENDED COUNCIL ACTION: **Public Hearing Required**
 Set a date for first reading – July 7, 2020
 Adopt on third Reading – August 4, 2020

PRIOR ACTION ON ITEM:
 (1) _____ APPROVAL - (1) APPROVED (2) DENIED
04/09/2020 DATE
 (1) Land Use Control Board ORGANIZATION - (1) BOARD / COMMISSION
 (2) GOV'T. ENTITY (3) COUNCIL COMMITTEE

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

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



Memphis City Council Summary Sheet

Z 20-03

Zoning Ordinance approving a zoning district reclassification for the subject property (+/- 66 acres) located north of Ketchum Road, east of Imogene Street, south of Dwight Road, and west of Pendleton Street:

- This item is an ordinance for reclassification from Residential Single-Family – 6 (R-6) and Residential Urban – 1 (RU-1) to Employment (EMP) at the aforementioned location; and
- Approval of this zoning district reclassification will be reflected on the Memphis and Shelby Counting Zoning Atlas; and
- No contracts are affected by this item; and
- No expenditure of funds/budget amendments are required by this item.

ORDINANCE NO: _____

ZONING ORDINANCE AMENDING ORDINANCE NO. 5367 OF THE CODE OF ORDINANCES, CITY OF MEMPHIS, TENNESSEE, ADOPTED ON AUGUST 10, 2010, AS AMENDED, KNOWN AS THE MEMPHIS AND SHELBY COUNTY UNIFIED DEVELOPMENT CODE, SO AS TO MAKE CERTAIN CHANGES IN THE USE DISTRICTS PROVIDED IN SAID ORDINANCE

WHEREAS, a proposed amendment to the Memphis and Shelby County Unified Development Code, being Ordinance No. 5367 of the Code of Ordinances, City of Memphis, Tennessee, as amended, has been submitted to the Memphis and Shelby County Land Use Control Board for its recommendation and report, designated as

Case Number: Z 20-03

WHEREAS, the Memphis and Shelby County Land Use Control Board has filed its recommendation and report with the Council of the City of Memphis; and

WHEREAS, the provisions of the Code of Ordinances, City of Memphis, Tennessee, as amended, relating to the proposed amendment, have been complied with.

NOW THEREFORE, BE IT ORDAINED, BY THE COUNCIL OF THE CITY OF MEMPHIS:

SECTION 1:

THAT, the Memphis and Shelby County Unified Development Code, Ordinance No. 5367 of the Code of Ordinances, City of Memphis, as amended, be and the same hereby is amended with respect to Use Districts, as follows:

BY TAKING THE FOLLOWING PROPERTY OUT OF THE RESIDENTIAL SINGLE-FAMILY – 6 (R-6) AND RESIDENTIAL URBAN – 1 (RU-1) USE DISTRICTS AND INCLUDING IT IN THE EMPLOYMENT (EMP) USE DISTRICT.

The following property located in the City of Memphis, Tennessee being more particularly described as follows:

BEING A DESCRIPTION OF THE MEMPHIS AND SHELBY COUNTY AIRPORT AUTHORITY LYING NORTH OF KETCHUM ROAD, LOCATED IN MEMPHIS, SHELBY COUNTY, TENNESSEE AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE CENTERLINE OF KETCHUM ROAD (80 FOOT WIDE PUBLIC RIGHT-OF-WAY), SAID POINT BEING S89°49'02"E A DISTANCE OF 115.27 FEET FROM THE INTERSECTION OF THE CENTERLINE OF SAID KETCHUM ROAD WITH THE CENTERLINE OF IMOGENE STREET (50 FOOT WIDE PUBLIC RIGHT-OF-WAY), SAID POINT OF BEGINNING HAVING A TENNESSEE STATE PLANE COORDINATE OF (N 295816.74 – E 778019.41); THENCE N04°06'21"E ALONG THE SOUTHERLY EXTENSION OF THE EAST LINE OF LOT 80 OF THE HUTKIN'S DWIGHT ROAD SUBDIVISION – FIRST ADDITION (PLAT BOOK 17, PAGE 62) AND

ALONG THE EAST LINE OF SAID LOT 80 A DISTANCE OF 185.79 FEET TO A POINT ON THE SOUTH LINE OF LOT 79 (PLAT BOOK 17, PAGE 62); THENCE S85°53'39"E ALONG THE SOUTH LINE OF SAID LOT 79 A DISTANCE OF 65.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 79; THENCE N04°06'21"E ALONG THE EAST LINE OF SAID LOT 79 A DISTANCE OF 25.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 79; THENCE N56°50'22"W ALONG A NORTH LINE OF SAID LOT 79 A DISTANCE OF 72.07 FEET TO THE SOUTHEAST CORNER OF LOT 77 (PLAT BOOK 17, PAGE 62); THENCE N04°03'57"E ALONG THE EAST LINE OF SAID LOT 77, ACROSS STANFILL AVENUE (50 FOOT WIDE PUBLIC RIGHT-OF-WAY) AND ALONG THE EAST LINE OF LOT 40 (PLAT BOOK 17, PAGE 62) A DISTANCE OF 279.65 FEET TO THE A POINT ON THE SOUTH LINE OF LOT 39 (PLAT BOOK 17, PAGE 62); THENCE N65°03'05"E ALONG A SOUTH LINE OF SAID LOT 39 A DISTANCE OF 72.29 FEET TO THE SOUTHEAST CORNER OF SAID LOT 39; THENCE N04°06'21"E ALONG THE EAST LINE OF LOTS 39, 38, 37 AND 36 (PLAT BOOK 17, PAGE 62) A DISTANCE OF 208.00 FEET TO A POINT ON THE SOUTH LINE OF LOT 35 (PLAT BOOK 17, PAGE 62); THENCE S85°53'39"E ALONG THE SOUTH LINE OF SAID LOT 35 A DISTANCE OF 4.40 FEET TO THE SOUTHWEST CORNER OF SAID LOT 35; THENCE N04°04'56"E ALONG THE EAST LINE OF LOT 35, 34 AND 33 (PLAT BOOK 17, PAGE 62) A DISTANCE OF 179.55 FEET TO THE SOUTHEAST CORNER OF LOT 32 (PLAT BOOK 17, PAGE 62); THENCE N13°34'06"E ALONG THE EAST LINE OF LOT 32, 31 AND 30 (PLAT BOOK 17, PAGE 62) A DISTANCE OF 157.11 FEET TO THE NORTHEAST CORNER OF SAID LOT 30; THENCE N43°44'41"W ALONG A NORTH LINE OF SAID LOT 30 A DISTANCE OF 47.24 FEET TO THE SOUTHEAST CORNER OF LOT 28 (PLAT BOOK 17, PAGE 62); THENCE N04°03'58"E ALONG THE EAST LINE OF SAID LOT 28 AND ACROSS CANTOR AVENUE (50 FOOT WIDE PUBLIC RIGHT-OF-WAY) A DISTANCE OF 164.96 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID CANTOR AVENUE; THENCE N85°56'02"W ALONG THE NORTH RIGHT-OF-WAY OF SAID CANTOR AVENUE A DISTANCE OF 5.05 FEET TO THE SOUTHEAST CORNER OF LOT 3 (PLAT BOOK 17, PAGE 62); THENCE N02°59'07"E ALONG THE EAST LINE OF SAID LOT 3 A DISTANCE OF 140.66 FEET TO THE NORTHEAST CORNER OF SAID LOT 3; THENCE N85°44'51"W ALONG THE NORTH LINE OF SAID LOT 3 A DISTANCE OF 3.31 FEET TO THE SOUTHEAST CORNER OF LOT 25 OF THE HUTKIN'S DWIGHT ROAD SUBDIVISION AS RECORDED IN PLAT BOOK 17, PAGE 63); THENCE N03°16'41"E ALONG THE EAST LINE OF SAID LOT 25 A DISTANCE OF 127.95 FEET TO THE NORTHEAST CORNER OF SAID LOT 25, SAID POINT LIES ON THE SOUTH RIGHT-OF-WAY LINE OF JUDITH AVENUE (50 FOOT WIDE PUBLIC RIGHT-OF-WAY); THENCE S86°43'19"E ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID JUDITH AVENUE A DISTANCE OF 24.95 FEET TO A POINT; THENCE N04°02'15"E ACROSS JUDITH AVENUE AND ALONG THE EAST LINE OF LOT 23 (PLAT BOOK 17, PAGE 63) A DISTANCE OF 148.01 FEET TO A POINT ON THE SOUTH LINE OF LOT 24 (PLAT BOOK 17, PAGE 63); THENCE N67°12'30"E ALONG A SOUTH LINE OF SAID LOT 24 A DISTANCE OF 72.83 FEET TO THE SOUTHWEST CORNER OF LOT 9 (PLAT BOOK 17, PAGE 63); THENCE S86°42'14"E ALONG THE SOUTH LINE OF LOTS 9, 10 11 AND 12 (PLAT BOOK 17, PAGE 63) A DISTANCE OF 243.88 FEET TO THE SOUTHWEST CORNER OF LOT 13 (PLAT BOOK 17, PAGE 63); THENCE N67°16'08"E ALONG THE SOUTH LINE OF SAID LOT 13 A DISTANCE OF 72.93 FEET TO THE SOUTHWEST CORNER OF LOT 14 (PLAT BOOK 17, PAGE 63); THENCE S86°42'14"E ALONG THE SOUTH LINE OF SAID LOT 14 AND ACROSS LONG STREET (50 FOOT WIDE PUBLIC RIGHT-OF-WAY) A DISTANCE OF 155.01 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF SAID LONG STREET; THENCE N04°04'59"E ALONG THE EAST RIGHT-OF-WAY LINE OF SAID LONG STREET A DISTANCE OF 18.01 FEET TO THE SOUTHWEST CORNER OF LOT 40 (PLAT BOOK 17, PAGE 63); THENCE S86°42'14"E ALONG THE SOUTH LINE OF SAID LOT 40 A DISTANCE OF 129.87 FEET TO A POINT ON THE EAST LINE OF LOT 1 OF THE DWIGHT MANOR SUBDIVISION – SECTION "A" AS RECORDED IN PLAT BOOK 16, PAGE 6; THENCE S04°04'07"W ALONG THE EAST LINE OF SAID LOT 1 A DISTANCE OF 10.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE S86°42'32"E ALONG

THE SOUTH LINE OF SAID LOT 1 A DISTANCE OF 125.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF CROSBY STREET (50 FOOT WIDE PUBLIC RIGHT-OF-WAY); THENCE S04°03'42"W ALONG THE WEST RIGHT-OF-WAY LINE OF SAID CROSBY STREET A DISTANCE OF 20.02 FEET TO A POINT; THENCE S86°42'32"E ACROSS SAID CROSBY STREET AND ALONG THE SOUTH LINE OF LOT 25 (PLAT BOOK 16, PAGE 6) A DISTANCE OF 140.01 FEET TO THE SOUTHWEST CORNER OF LOT 26 (PLAT BOOK 16, PAGE 6); THENCE S56°50'00"E ALONG A SOUTH LINE OF SAID LOT 26 A DISTANCE OF 40.15 FEET TO AN ANGLE POINT IN THE SOUTH LINE OF SAID LOT 26; THENCE N63°44'02"E ALONG A SOUTH LINE OF SAID LOT 26 A DISTANCE OF 40.54 FEET TO THE SOUTHWEST CORNER OF LOT 27 (PLAT BOOK 16, PAGE 6); THENCE S86°42'32"E ALONG THE SOUTH LINE OF LOT 27 AND ACROSS BARRYMORE STREET (50 FOOT WIDE PUBLIC RIGHT-OF-WAY) A DISTANCE OF 140.01 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SAID BARRYMORE STREET; THENCE N04°02'25"E ALONG THE EAST RIGHT-OF-WAY LINE OF SAID BARRYMORE STREET A DISTANCE OF 25.96 FEET TO THE SOUTHWEST CORNER OF LOT 53 (PLAT BOOK 16, PAGE 6); THENCE S86°42'33"E ALONG THE SOUTH LINE OF SAID LOT 53 A DISTANCE OF 125.01 FEET TO THE SOUTHEAST CORNER OF LOT 53; THENCE N04°02'25"E ALONG THE EAST LINE OF SAID LOT 53 A DISTANCE OF 9.00 FEET TO THE SOUTHWEST CORNER OF LOT 1 OF INMANS FIRST ADDITION – DWIGHT MANOR SUBDIVISION AS RECORDED IN PLAT BOOK 16, PAGE 26; THENCE S85°54'55"E ALONG THE SOUTH LINE OF SAID LOT 1 A DISTANCE OF 133.34 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF LABELLE STREET (50 FOOT WIDE PUBLIC RIGHT-OF-WAY); THENCE S04°07'27"W ALONG THE WEST RIGHT-OF-WAY LINE OF SAID LABELLE STREET A DISTANCE OF 32.43 FEET TO A POINT; THENCE S85°52'05"E ACROSS LABELLE STREET AND ALONG THE SOUTH LINE OF LOTS 31, 32 AND 33 (PLAT BOOK 16, PAGE 26) AND ACROSS DURBY STREET (50 FOOT WIDE PUBLIC RIGHT-OF-WAY) A DISTANCE OF 335.42 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SAID DURBY STREET; THENCE N04°05'51"E ALONG THE EAST RIGHT-OF-WAY LINE OF SAID DURBY STREET A DISTANCE OF 14.71 FEET TO THE SOUTHWEST CORNER OF LOT 46 (PLAT BOOK 16, PAGE 26); THENCE S88°49'42"E ALONG THE SOUTH LINE OF SAID LOT 46 A DISTANCE OF 89.99 FEET TO THE NORTHWEST CORNER OF LOT 58 (PLAT BOOK 16, PAGE 26); THENCE S04°05'48"W ALONG THE WEST LINE OF SAID LOT 58, ACROSS BYRD AVENUE (50 FOOT WIDE PUBLIC RIGHT-OF-WAY), ALONG THE WEST LINE OF LOTS 61 AND 72 (PLAT BOOK 16, PAGE 26) AND ACROSS LOLA AVENUE (50 FOOT WIDE PUBLIC RIGHT-OF-WAY) A DISTANCE OF 430.03 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SAID LOLA AVENUE; THENCE S88°57'02"E ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID LOLA AVENUE A DISTANCE OF 26.21' TO THE NORTHWEST CORNER OF THE ASTRO AT DYER HOLDING COMPANY, LLC PROPERTY (INSTRUMENT 17099475); THENCE S04°27'24"W ALONG THE WEST LINE OF THE SAID ASTRO AT DYER HOLDING COMPANY, LLC PROPERTY A DISTANCE OF 927.05 FEET TO A POINT ON THE CENTERLINE OF SAID KETCHUM ROAD; THENCE N85°49'51"W ALONG THE CENTERLINE OF SAID KETCHUM ROAD A DISTANCE OF 296.07 FEET TO A POINT OF CURVATURE; THENCE CONTINUING ALONG THE CENTERLINE OF SAID KETCHUM ROAD FOLLOWING A CURVE TO THE LEFT HAVING A RADIUS OF 866.53 FEET, AN ARC LENGTH OF 297.04 FEET (CHORD S84°20'56"W – 295.59 FEET) TO THE POINT OF TANGENCY; THENCE S74°31'43"W AND CONTINUING ALONG THE CENTERLINE OF SAID KETCHUM ROAD A DISTANCE OF 869.09 FEET TO A POINT OF CURVATURE; THENCE CONTINUING ALONG THE CENTERLINE OF SAID KETCHUM ROAD FOLLOWING A CURVE TO THE RIGHT HAVING A RADIUS OF 1813.27 FEET, AN ARC LENGTH OF 495.41 FEET (CHORD S82°21'20"W – 493.87 FEET) TO THE POINT OF TANGENCY; THENCE N89°49'02"W AND CONTINUING ALONG THE CENTERLINE OF SAID KETCHUM ROAD A DISTANCE OF 22.73 FEET TO THE POINT OF BEGINNING AND CONTAINING 2,828,490 SQUARE FEET OR 64.933 ACRES.

IT IS THE INTENT OF THIS DESCRIPTION TO DESCRIBE THE FOLLOWING PARCELS OF LAND BELONGING TO THE MEMPHIS AND SHELBY COUNTY AIRPORT AUTHORITY AND THE PUBLIC ROAD RIGHTS-OF WAY CONTAINED WITHIN THE ABOVE DESCRIBED PROPERTY:

THE PROPERTY DESCRIBED IN INSTRUMENT DM-8156;

LOTS 2-24, LOTS 28-52, AND LOTS 54-60 OF THE DWIGHT MANOR SUBDIVISION – SECTION “A” AS RECORDED IN PLAT BOOK 16, PAGE 6;

LOTS 1-46 OF THE DWIGHT MANOR SUBDIVISION – SECTION “B” AS RECORDED IN PLAT BOOK 16, PAGE 18;

LOTS 2-30, LOTS 34-45, LOTS 59-60, AND LOTS 73-104 OF THE INMANS FIRST ADDITION DWIGHT MANOR SUBDIVISION AS RECORDED IN PLAT BOOK 16, PAGE 26;

LOTS 4-6, LOT 29, LOTS 41-76, LOT 78, AND LOTS 81-86 OF THE FIRST ADDITION TO HUTKIN’S DWIGHT ROAD SUBDIVISION AS RECORDED IN PLAT BOOK 17, PAGE 62;

LOTS 15-22 AND LOTS 26-39 OF THE HUTKIN’S DWIGHT ROAD SUBDIVISION AS RECORDED IN PLAT BOOK 17, PAGE 63;

LOTS 1 AND 2 OF THE CANTOR AVENUE SUBDIVISION AS RECORDED IN PLAT BOOK 24, PAGE 27;

LOTS 1-23 OF THE EASTWOOD SUBDIVISION AS RECORDED IN PLAT BOOK 29, PAGE 18.

SECTION 2:

THAT, the Administer of the Office of Planning and Development be, and is hereby directed to make the necessary changes in the Official Use District Maps to conform to the changes herein made; that all official maps and records of the Memphis and Shelby County Land Use Control Board and the City of Memphis be, and they hereby are, amended and changed so as to show the aforementioned amendment of the said Zoning Ordinance.

SECTION 3:

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

ATTEST:

**CC: Office of Construction Code Enforcement
Office of Planning and Development – Land Use Controls
Shelby County Assessor**

//: ATTACHMENTS

LAND USE CONTROL BOARD RECOMMENDATION

At its regular meeting on *Thursday, April 9, 2020*, the Memphis and Shelby County Land Use Control Board held a public hearing on the following application:

CASE NUMBER: Z 20-03

LOCATION: North of Ketchum Road, east of Imogene Street, south of Dwight Road, and west of Pendleton Street

COUNCIL DISTRICT(S): District 4, Super District 8 – Positions 1, 2, and 3

OWNER/APPLICANT: Memphis Shelby County Airport Authority / Ketchum Airport Investors, LLC – Bradleigh Kaaber

REPRESENTATIVE: Brittenum Law, PLLC – Dedrick Brittenum Jr.

REQUEST: Employment (EMP) District

EXISTING ZONING: Residential Single-Family – 6 (R-6) and Residential Urban – 1 (RU-1) District

AREA: +/-66 acres

The following spoke in support of the application: Dedrick Brittenum

The following spoke in opposition of the application: Florence Frison, Gwendolyn Mitchell, Gregory Weber, Stella Flake, Irene Harris, Charles Belenky, Annie Hudson, and Wanda Govan

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

The motion passed by a unanimous vote of 9-0.

Respectfully,



Jeffrey Penzes
Principal Planner
Josh Whitehead, Administrator
Office of Planning and Development

CC: Committee Members
File



STAFF REPORT

AGENDA ITEM: 27

CASE NUMBER: Z 20-03 **L.U.C.B. MEETING:** April 9, 2020

LOCATION: North of Ketchum Road, east of Imogene Street, south of Dwight Road, and west of Pendleton Street

COUNCIL DISTRICT: District 4 and Super District 8 – Positions 1, 2, and 3

OWNER/APPLICANT: Memphis Shelby County Airport Authority / Ketchum Airport Investors, LLC – Bradleigh Kaaber

REPRESENTATIVE: Brittenum Law, PLLC – Dedrick Brittenum Jr.

REQUEST: To rezone +/-66 acres from the Residential Single-Family – 6 District and the Residential Urban – 1 District to the Employment District (light industrial)

AREA: +/-66 acres

EXISTING ZONING: Residential Single-Family – 6 (R-6) and Residential Urban – 1 (RU-1)

CONCLUSIONS

1. This case is a companion to SAC 20-03 through 20-16, which are all requests seeking to close and vacate public right-of-way within the subject property.
2. The subject property was part of a noise buyout in the 1980s due to the north/south flight path of the Memphis International Airport. The 258 homes that existed on subject property at the time were removed and the lots are now vacant. Under the terms of the airport noise abatement program the use of the land cannot revert to residential, school, church, or similar uses.
3. Staff finds the request is consistent with the Council of the City of Memphis and County Commission approved Memphis Airport Area Land Use Study Final Report (1992) which recommended action to support reinvestment and development in this area to encourage employment growth. Furthermore, the Employment District is an appropriate and well-suited zoning district for the subject property to promote these goals.
4. The Employment District zoning that is adjacent to the southeast of the site was rezoned from residential to Employment in 2018 by the Council of the City of Memphis via case numbers Z 17-11 and Z 18-08.
5. If approved, the subject property would provide a large site suitable for employment driven redevelopment opportunities and return to the certified tax roll as nonexempt land.

CONSISTENCY WITH MEMPHIS 3.0

This proposal is consistent with the Memphis 3.0 General Plan per the land use decision criteria. See further analysis on pages 21-22 of this report.

RECOMMENDATION:

Approval

Staff Writer: *Jeffrey Penzes*

E-mail: jeffrey.penzes@memphistn.gov

GENERAL INFORMATION

Street Frontage: Ketchum Road +/-1,980.34 curvilinear feet
Zoning Atlas Page: 2235
Existing Zoning: Residential Single-Family – 6 (R-6) and Residential Urban – 1 (RU-1)

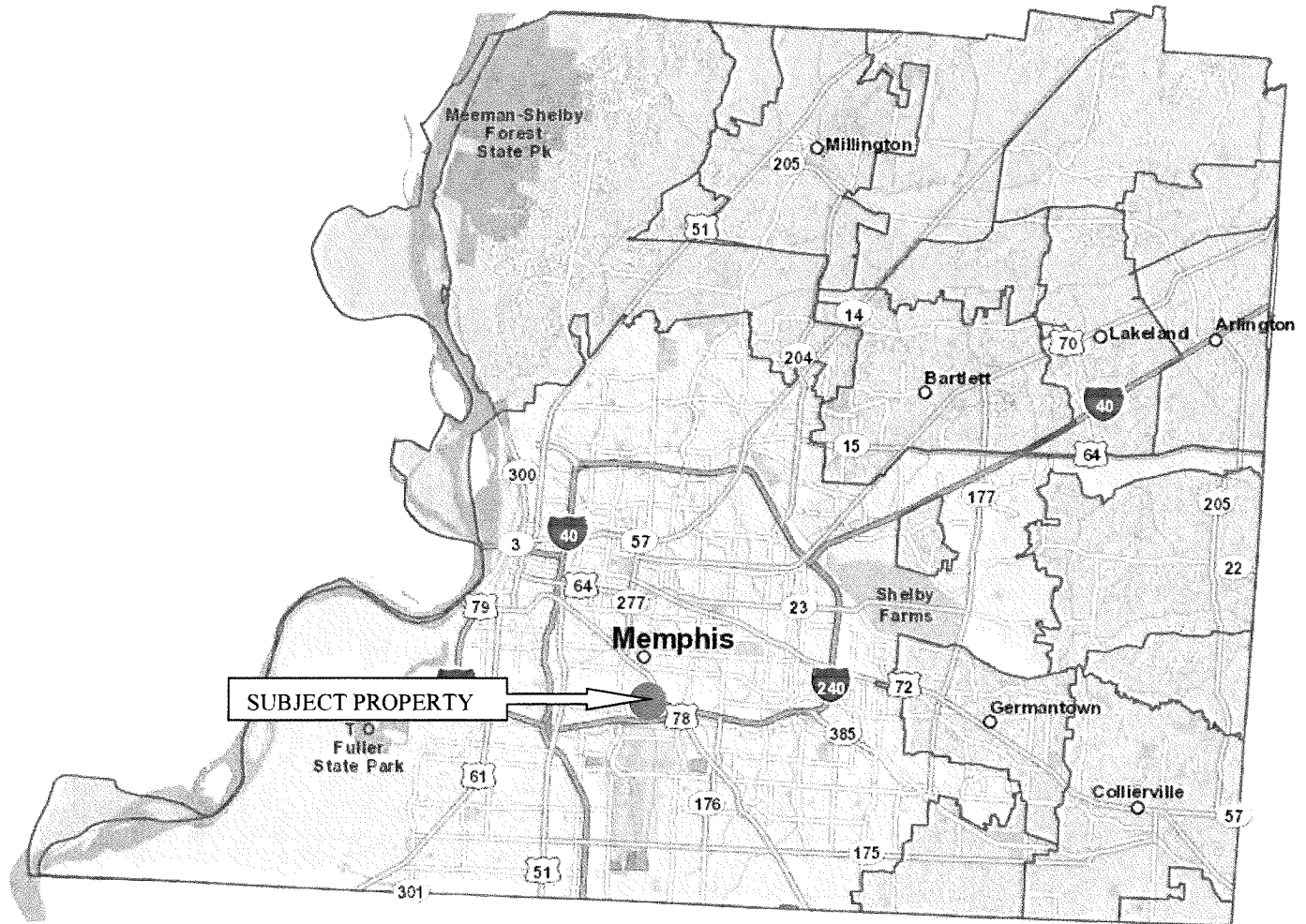
NEIGHBORHOOD MEETING

Waived due to COVID-19 pandemic.

PUBLIC NOTICE

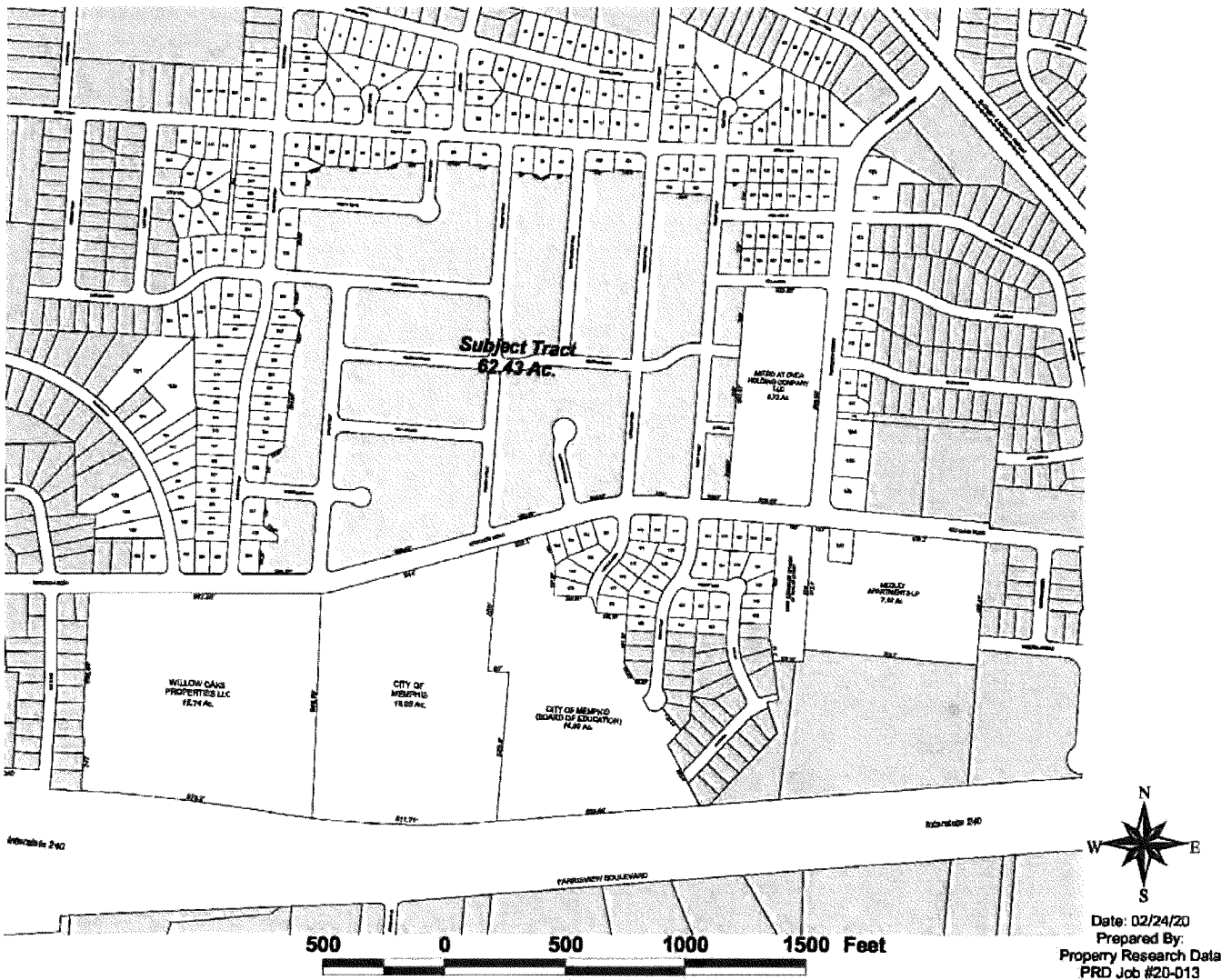
In accordance with Sub-Section 9.3.4A of the Unified Development Code, a notice of public hearing is required to be mailed and signs posted. A total of 233 notices were mailed on March 27, 2020, and a total of 14 signs posted at the subject property. The sign affidavit has been added to this report.

LOCATION MAP



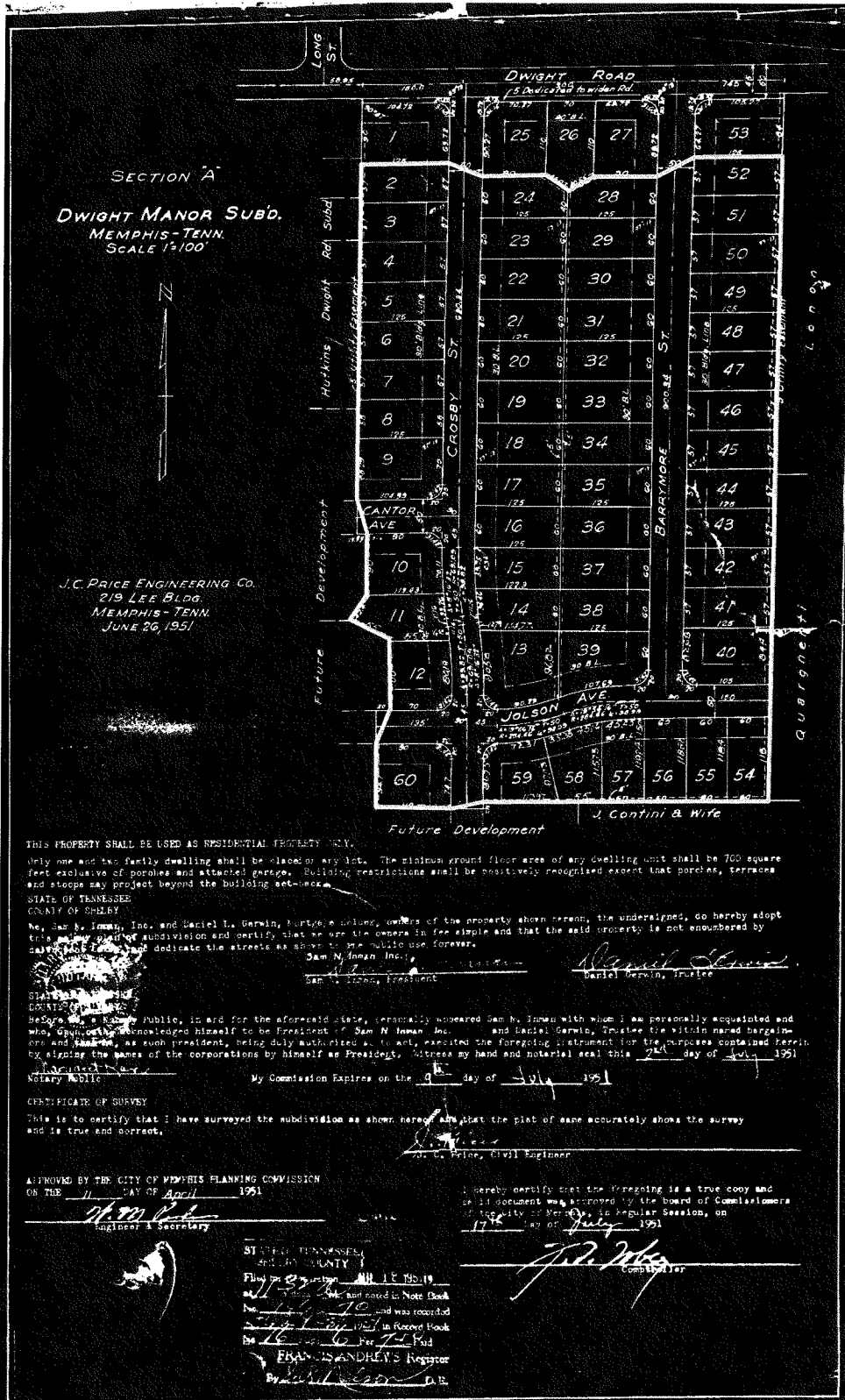
Subject property located within the pink circle, Depot neighborhood

VICINITY MAP



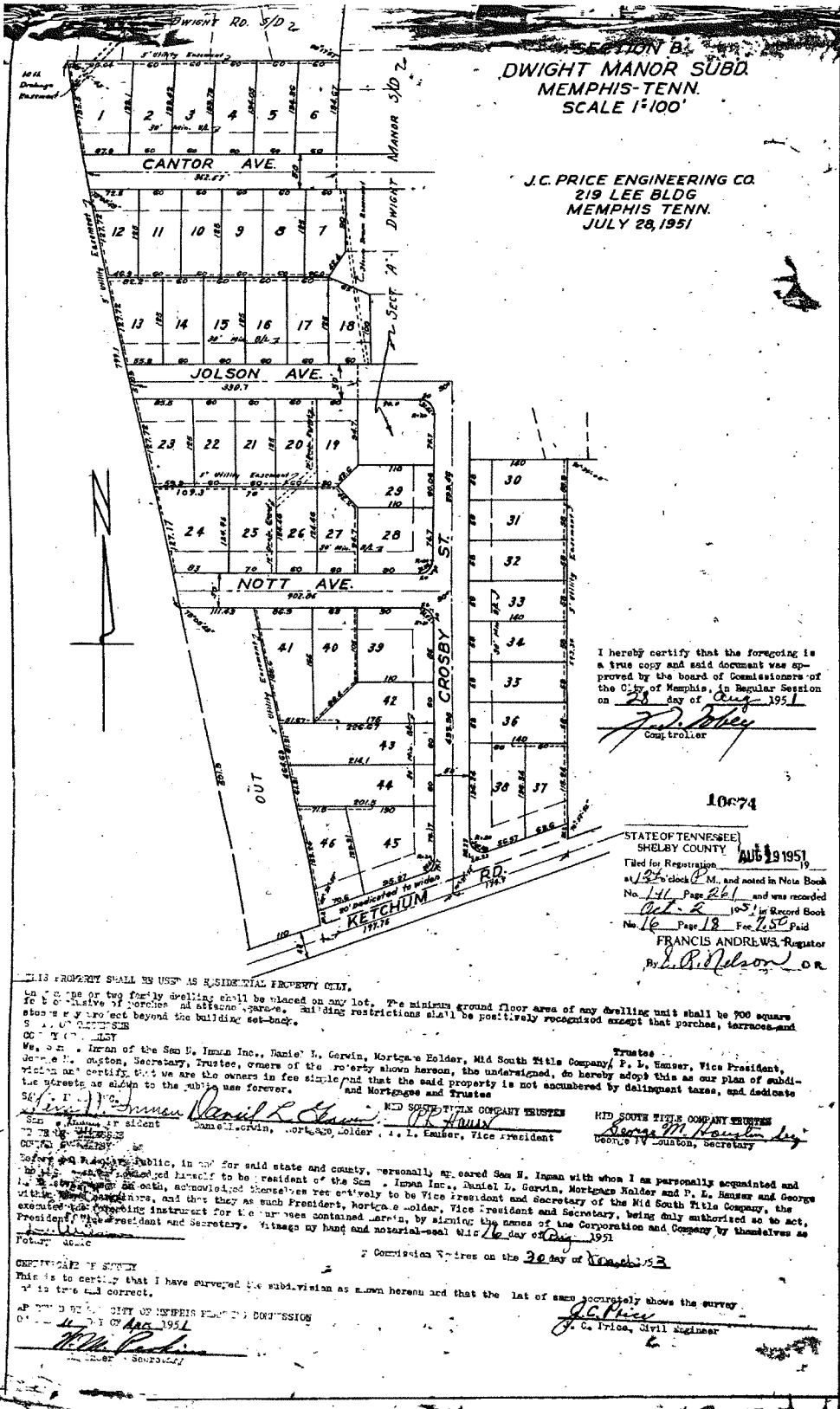
Subject property highlighted in yellow

DWIGHT MANOR SUBDIVISION SECTION A (1951) PB 16 PG 06



The lots outlined yellow are within the bounds of the subject property.

DWIGHT MANOR SUBDIVISION SECTION B (1951) PB 16 PG 18



SECTION B
DWIGHT MANOR SUBD.
MEMPHIS-TENN.
SCALE 1"=100'

J.C. PRICE ENGINEERING CO.
219 LEE BLDG
MEMPHIS TENN.
JULY 28, 1951

I hereby certify that the foregoing is a true copy and said document was approved by the board of Commissioners of the City of Memphis, in Regular Session on the 28 day of July 1951
J. D. Price
Controller

10074

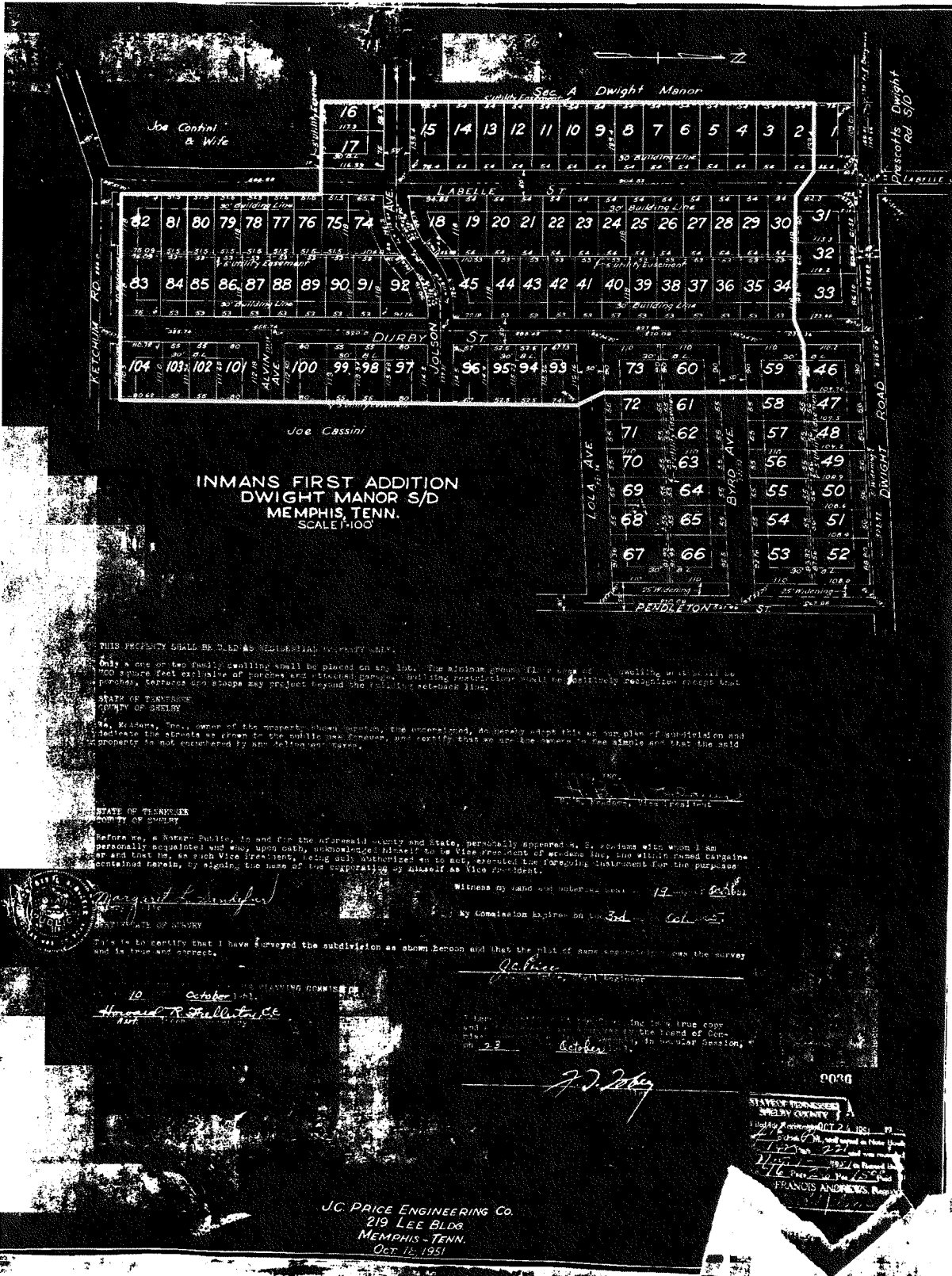
STATE OF TENNESSEE
SHELBY COUNTY
Filed for Registration AUG 29 1951
at 1:25 o'clock P.M. and noted in Note Book
No. 14 Page 261 and was recorded
Oct 2 1951 in Record Book
No. 16 Page 18 For Use Paid
FRANCIS ANDREWS, Registrar
F. L. Hanson D.R.

THIS PROPERTY SHALL BE USED AS RESIDENTIAL PROPERTY ONLY.
No more than two family dwellings shall be placed on any lot. The minimum ground floor area of any dwelling unit shall be 700 square feet exclusive of porches and affairs. Any other restrictions shall be positively recognized except that porches, terraces and
SHELBY COUNTY
We, J. L. Hanson, President of the Sun M. Loan Inc., Daniel L. Gerwin, Mortgage Holder, Mid South Title Company, P. L. Hanson, Vice President, James H. Houston, Secretary, Trustees, owners of the property shown hereon, the undersigned, do hereby adopt this as our plan of subdivision streets as shown to the public use forever.
SE: *J. L. Hanson* President
Daniel L. Gerwin, Mortgage Holder
P. L. Hanson, Vice President
MID SOUTH TITLE COMPANY TRUSTEE
George M. Houston, Secretary
MID SOUTH TITLE COMPANY TRUSTEE
George M. Houston, Secretary

CERTIFICATE OF SURVEY
This is to certify that I have surveyed the subdivision as shown hereon and that the plat of same accurately shows the survey.
J. C. Price, Civil Engineer
APPROVED BY THE CITY OF MEMPHIS PLANNING COMMISSION
OCT 14 1951
W. H. Parks
City Engineer

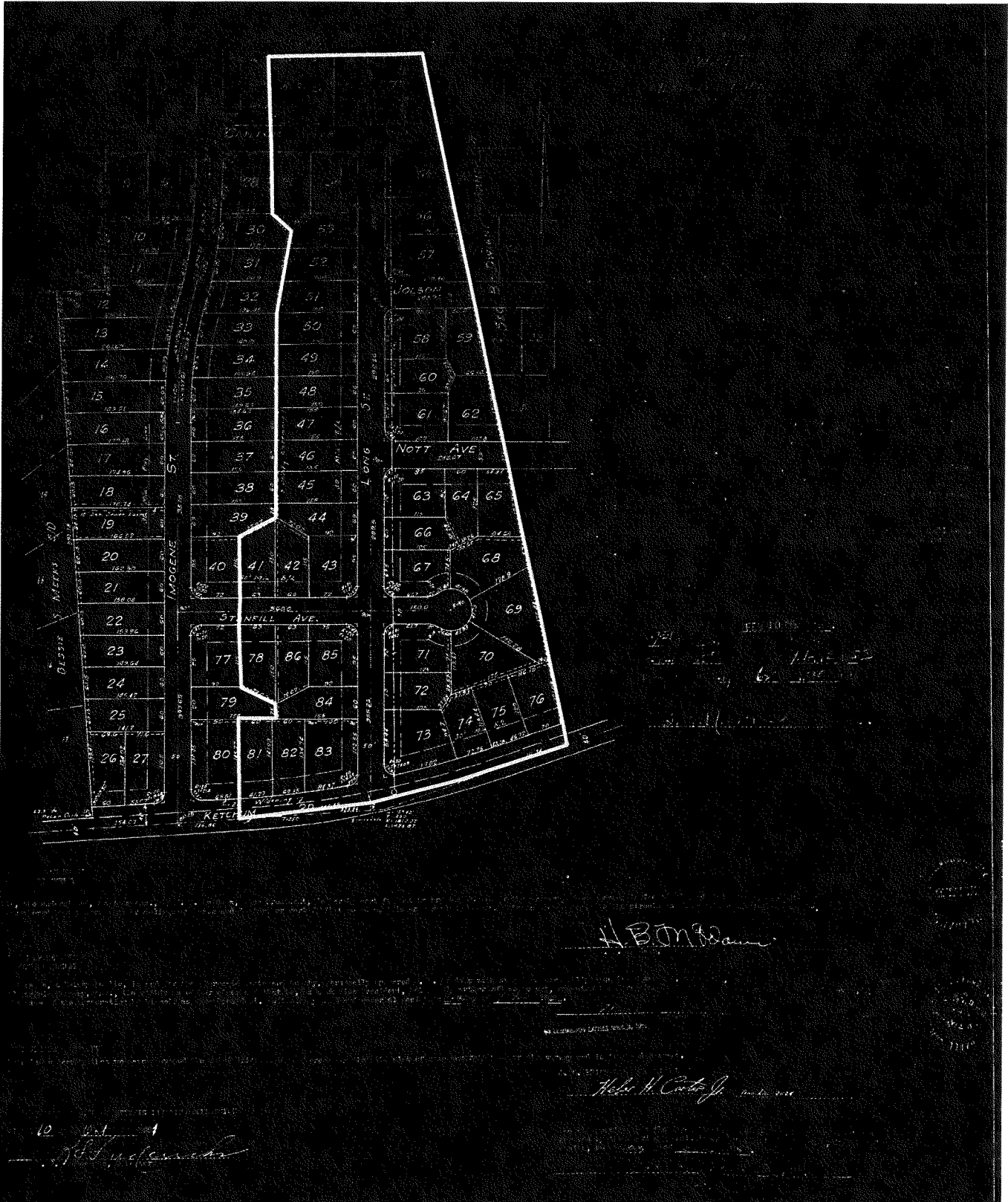
All lots are within the bounds of the subject property.

INMANS FIRST ADDITION DWIGHT MANOR SUBDIVISION (1951) PB 16 PG 26



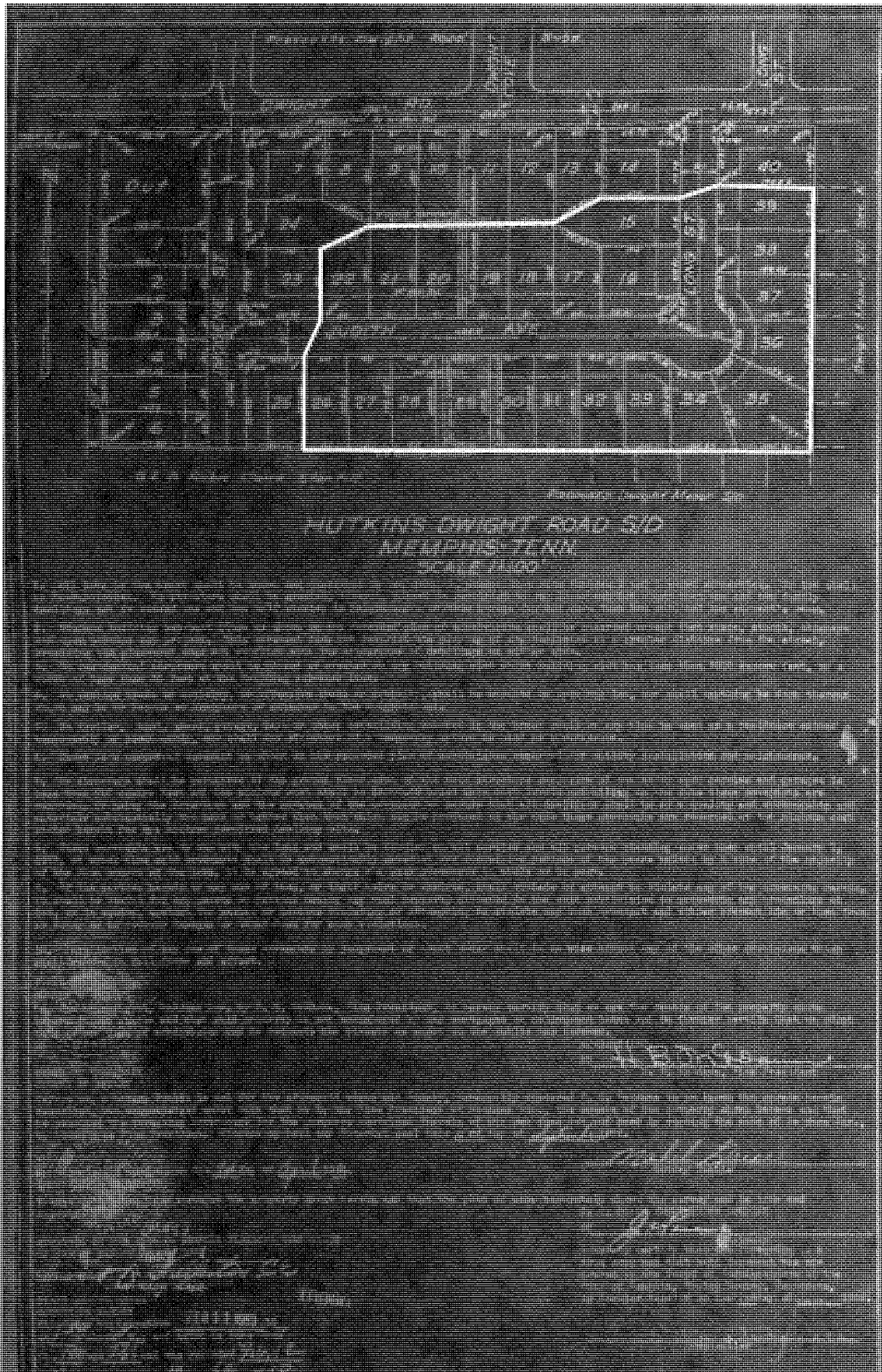
The lots outlined yellow are within the bounds of the subject property.

HUTKIN'S DWIGHT ROAD SUBDIVISION - FIRST ADDITION (1953) PB 17 PG 62



The lots outlined yellow are within the bounds of the subject property.

HUTKIN'S DWIGHT ROAD SUBDIVISION (1953) PB 17 PG 63



The lots outlined yellow are within the bounds of the subject property.

CANTOR AVENUE SUBDIVISION (1960) PB 24 PG 27

CANTOR AVENUE SUBDIVISION
MEMPHIS, TENNESSEE

A Resubdivision of Lot 7 of the First Addition to
Dwight Road Subdivision.
February 11, 1960 Scale 1" = 100'

RAYMOND HUFFT & COMPANY, ENGINEERS

0 50 100 200

- The restrictions of this subdivision shall not cancel or nullify any of the restrictions previously recorded in the above mentioned original subdivision.
- All lots shall be for the purpose of residential construction, and residences built thereon shall not be located closer to the street than the minimum building line shown.
- There are perpetual easements as shown on this plat reserved for utilities.
- These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January, 1980, at which time said covenants shall be automatically extended for successive periods of ten years unless by a vote of the majority of the then owners of the lots it is agreed to change said restrictions and covenants in whole or in part.
- The minimum width of any lot at the building line shall not be less than fifty feet.
- Invalidation of any one of these covenants, by judgment of court order, shall in no wise affect any of the other provisions which shall remain in full force and effect, in the event any of these covenants are violated it shall be lawful for any person owning real property in this subdivision to prosecute any proceedings at law or equity against the violators.

STATE OF TENNESSEE We, Lamon C. Taylor and Wife, Mary Helen Taylor, Owners, and East River Savings Bank,
COUNTY OF SHELBY Mortgage Holder, do hereby certify that we are the owners and mortgage holders of the
property and that the said property is not encumbered by any taxes that have become due
and payable, and do further certify that we adopt this as our plan of subdivision and dedicate the easements as
shown.

Lamon C. Taylor *Mary Helen Taylor* EAST RIVER SAVINGS BANK
Lamon C. Taylor, Owner Mary Helen Taylor, Owner By *August H. Taylor*
Asst. Vice President, Mortgage Holder

STATE OF TENNESSEE Before me, a Notary Public, in and for the aforesaid State and County, appear
COUNTY OF SHELBY Lamon C. Taylor, and wife, Mary Helen Taylor, Owners, with whom I am personally
and who, upon oath, acknowledged themselves to be the owners of the premises
the within-named bargainors, and executed the foregoing instrument as their own free act and deed, the purpose
stated thereon. WITNESS my hand and notarial seal this 11 day of February, 1960.

My Commission expires on the ___ day of _____, 19__.

NOTARY PUBLIC

STATE OF NEW YORK Before me, a Notary Public, in and for the aforesaid State and County, appear
COUNTY OF NEW YORK W. E. Bully, Ass't., to me personally known, and who upon oath
CITY OF NEW YORK himself to be the VICE-President of East River Savings Bank, Mortgage Holder
named bargainor, and he as such Vice President, being duly authorized so to
do, executed the foregoing instrument as their own free act and deed, the purpose
the foregoing instrument by signing the name of the East River Savings Bank by himself as Vice President
WITNESS my hand and notarial seal this 26 day of February, 1960.

My Commission expires on the 30 day of March, 1960.

NOTARY PUBLIC

CERTIFICATE OF SURVEY: This is to certify that we have surveyed the subdivision as shown hereon and that the
plat correctly represents the survey thereof:

RAYMOND HUFFT & COMPANY, ENGINEERS
By *R. J. Hufft*
R. J. Hufft, P.E., Tenn. #2866

APPROVED BY THE MEMPHIS AND SHELBY COUNTY
PLANNING COMMISSION ON THE 4th DAY OF FEB., 1960.

Date: Paul W. Davis
Director

I HEREBY CERTIFY THAT THE FOREGOING IS A TRUE COPY AND SAID
DOCUMENT WAS APPROVED BY THE BOARD OF COMMISSIONERS OF THE
CITY OF MEMPHIS IN REGULAR SESSION ON THE 17th DAY OF
Feb., 1960.

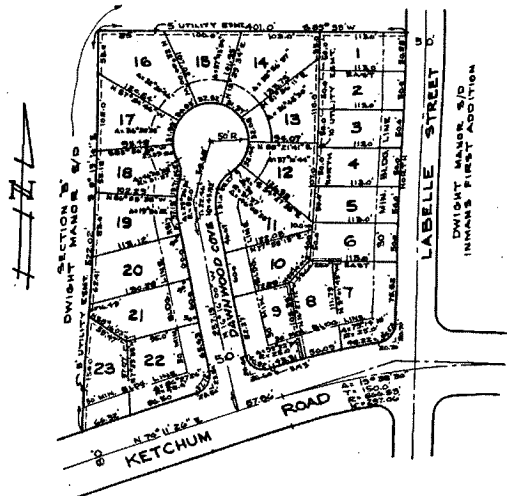
Date: Francis Andrews
Comptroller

STATE OF TENNESSEE
SHELBY COUNTY MAR 30 1960
Filed for Registration 12 23 10 Note Book
No. 174 Page 16 and was recorded
APR 19 1960 in Record Book
No. 24 Page 27 Fee 2.50 Paid

FRANCIS ANDREWS, Register
By *Francis Andrews* D. R.

All lots are within the bounds of the subject property.

EASTWOOD SUBDIVISION (1964) PB 29 PG 18



CERTIFICATE OF SURVEY

THIS IS TO CERTIFY THAT we have surveyed the parcels of land as shown on this plan of EASTWOOD Subdivision, and that this plat conforms with said survey, and that same is true and correct.

B. B. Hunt
B. B. Hunt
Tennessee License No. 2217

CERTIFICATE OF OWNERSHIP

We, ROVICYN, INC., owners of the property shown hereon, hereby adopt this original plan of subdivision and dedicate the roads as shown to the public use forever, and we hereby certify that we are the owners of said property and that same is not encumbered by any unpaid taxes that have become due and payable.

Robert E. Jeffery
Robert E. Jeffery, President

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a Notary Public of aforesaid State and County, personally appeared Robert E. Jeffery, who acknowledged himself to be president of Rovicyn Inc. and with whom I am personally acquainted, and he upon oath acknowledged that he executed the foregoing instrument for the purpose therein contained. WITNESS my hand and Notarial Seal, this 12 day of May, 1964.

My commission Expires March 5, 1968

J. T. Starnes



APPROVED BY MEMPHIS & SHELBY COUNTY PLANNING COMMISSION

Date Mar. 19, 1964 Director *Frederic A. Moore*

I hereby certify that the foregoing is a true copy and said document was approved by the Board of Commissioners of the City of Memphis, in regular session, on the 12 day of May, 1964.

Frederic A. Moore
DIRECTOR

8398

EASTWOOD SUBDIVISION
MEMPHIS, TENNESSEE
DEVELOPER: ROVICYN INC.
ZONING: R-2
SCALE: 1" = 100'
WINSETT - SIMMONDS, ENGINEERS, INC.
MEMPHIS, TENNESSEE

FILED FOR STATION
RECORD NO. 216
MAY 11 11 53 AM '64
CLERK OF TOWN
MEMPHIS, TENNESSEE

All lots are within the bounds of the subject property.

ZONING MAP



Subject property outlined in yellow

Existing Zoning: Residential Single-Family – 6 (R-6) and Residential Urban – 1 (RU-1)

Surrounding Zoning

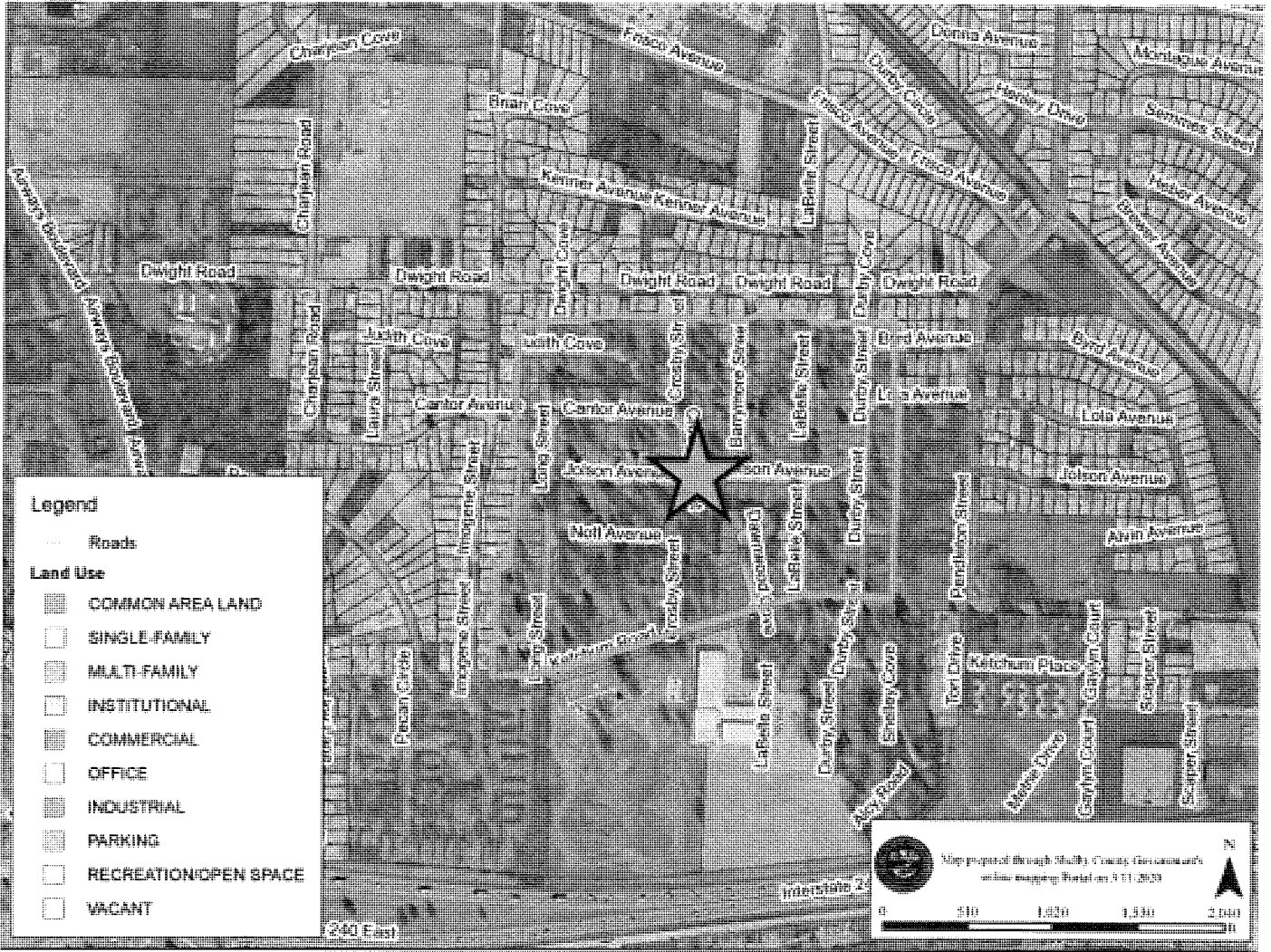
North: Residential Single-Family – 6 (R-6)

East: Residential Single-Family – 6 (R-6) and Residential Urban – 3 (RU-3)

South: Residential Single-Family – 6 (R-6) and Employment (EMP)

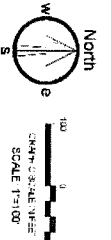
West: Residential Single-Family – 6 (R-6)

LAND USE MAP

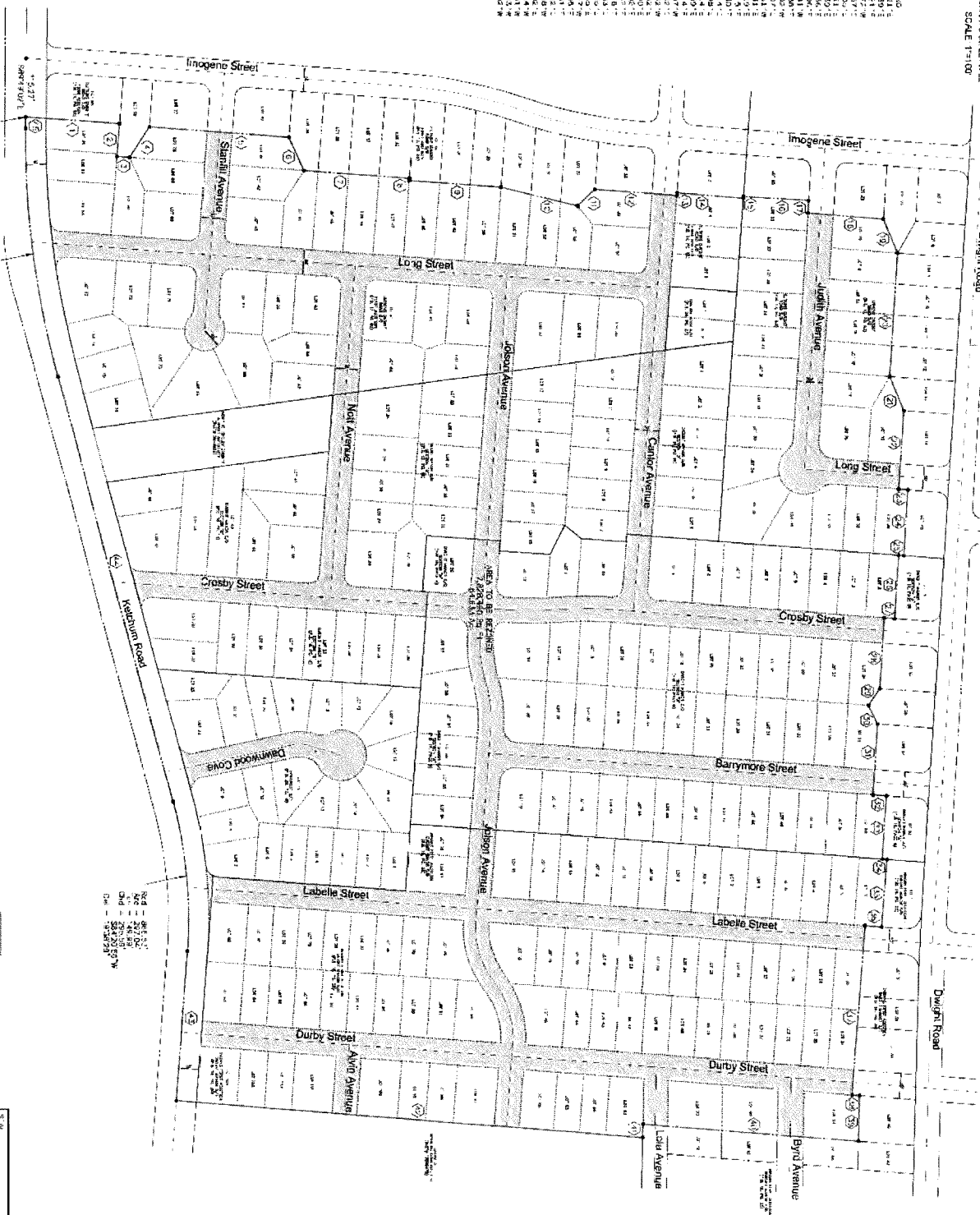


Subject property outlined in pink and indicated by a pink star

LINE	BEARING	DISTANCE
1	S 89° 50' 00" W	100.00
2	S 89° 50' 00" W	100.00
3	S 89° 50' 00" W	100.00
4	S 89° 50' 00" W	100.00
5	S 89° 50' 00" W	100.00
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18	S 89° 50' 00" W	100.00
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20	S 89° 50' 00" W	100.00
21	S 89° 50' 00" W	100.00
22	S 89° 50' 00" W	100.00
23	S 89° 50' 00" W	100.00
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26	S 89° 50' 00" W	100.00
27	S 89° 50' 00" W	100.00
28	S 89° 50' 00" W	100.00
29	S 89° 50' 00" W	100.00
30	S 89° 50' 00" W	100.00
31	S 89° 50' 00" W	100.00
32	S 89° 50' 00" W	100.00
33	S 89° 50' 00" W	100.00
34	S 89° 50' 00" W	100.00
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38	S 89° 50' 00" W	100.00
39	S 89° 50' 00" W	100.00
40	S 89° 50' 00" W	100.00



LINE	BEARING	DISTANCE
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26	S 89° 50' 00" W	100.00
27	S 89° 50' 00" W	100.00
28	S 89° 50' 00" W	100.00
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38	S 89° 50' 00" W	100.00
39	S 89° 50' 00" W	100.00
40	S 89° 50' 00" W	100.00



114.4 - 187.427
74.2 - 458.41
52.8 - 244.42
24.1 - 95.77
24.1 - 95.77

104.4 - 98.72
74.2 - 244.42
52.8 - 244.42
24.1 - 95.77

The Reaves Firm, Inc.
Professional Surveying and Mapping
1001 North Adams, Suite 101
Salt Lake City, Utah 84103
501-261-2016 Fax: 501-261-1414
www.reavesfirm.com

LEGAL DESCRIPTION

BEING A DESCRIPTION OF THE MEMPHIS AND SHELBY COUNTY AIRPORT AUTHORITY LYING NORTH OF KETCHUM ROAD, LOCATED IN MEMPHIS, SHELBY COUNTY, TENNESSEE AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE CENTERLINE OF KETCHUM ROAD (80 FOOT WIDE PUBLIC RIGHT-OF-WAY), SAID POINT BEING S89°49'02"E A DISTANCE OF 115.27 FEET FROM THE INTERSECTION OF THE CENTERLINE OF SAID KETCHUM ROAD WITH THE CENTERLINE OF IMOGENE STREET (50 FOOT WIDE PUBLIC RIGHT-OF-WAY), SAID POINT OF BEGINNING HAVING A TENNESSEE STATE PLANE COORDINATE OF (N 295816.74 – E 778019.41); THENCE N04°06'21"E ALONG THE SOUTHERLY EXTENSION OF THE EAST LINE OF LOT 80 OF THE HUTKIN'S DWIGHT ROAD SUBDIVISION – FIRST ADDITION (PLAT BOOK 17, PAGE 62) AND ALONG THE EAST LINE OF SAID LOT 80 A DISTANCE OF 185.79 FEET TO A POINT ON THE SOUTH LINE OF LOT 79 (PLAT BOOK 17, PAGE 62); THENCE S85°53'39"E ALONG THE SOUTH LINE OF SAID LOT 79 A DISTANCE OF 65.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 79; THENCE N04°06'21"E ALONG THE EAST LINE OF SAID LOT 79 A DISTANCE OF 25.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 79; THENCE N56°50'22"W ALONG A NORTH LINE OF SAID LOT 79 A DISTANCE OF 72.07 FEET TO THE SOUTHEAST CORNER OF LOT 77 (PLAT BOOK 17, PAGE 62); THENCE N04°03'57"E ALONG THE EAST LINE OF SAID LOT 77, ACROSS STANFILL AVENUE (50 FOOT WIDE PUBLIC RIGHT-OF-WAY) AND ALONG THE EAST LINE OF LOT 40 (PLAT BOOK 17, PAGE 62) A DISTANCE OF 279.65 FEET TO THE A POINT ON THE SOUTH LINE OF LOT 39 (PLAT BOOK 17, PAGE 62); THENCE N65°03'05"E ALONG A SOUTH LINE OF SAID LOT 39 A DISTANCE OF 72.29 FEET TO THE SOUTHEAST CORNER OF SAID LOT 39; THENCE N04°06'21"E ALONG THE EAST LINE OF LOTS 39, 38, 37 AND 36 (PLAT BOOK 17, PAGE 62) A DISTANCE OF 208.00 FEET TO A POINT ON THE SOUTH LINE OF LOT 35 (PLAT BOOK 17, PAGE 62); THENCE S85°53'39"E ALONG THE SOUTH LINE OF SAID LOT 35 A DISTANCE OF 4.40 FEET TO THE SOUTHWEST CORNER OF SAID LOT 35; THENCE N04°04'56"E ALONG THE EAST LINE OF LOT 35, 34 AND 33 (PLAT BOOK 17, PAGE 62) A DISTANCE OF 179.55 FEET TO THE SOUTHEAST CORNER OF LOT 32 (PLAT BOOK 17, PAGE 62); THENCE N13°34'06"E ALONG THE EAST LINE OF LOT 32, 31 AND 30 (PLAT BOOK 17, PAGE 62) A DISTANCE OF 157.11 FEET TO THE NORTHEAST CORNER OF SAID LOT 30; THENCE N43°44'41"W ALONG A NORTH LINE OF SAID LOT 30 A DISTANCE OF 47.24 FEET TO THE SOUTHEAST CORNER OF LOT 28 (PLAT BOOK 17, PAGE 62); THENCE N04°03'58"E ALONG THE EAST LINE OF SAID LOT 28 AND ACROSS CANTOR AVENUE (50 FOOT WIDE PUBLIC RIGHT-OF-WAY) A DISTANCE OF 164.96 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID CANTOR AVENUE; THENCE N85°56'02"W ALONG THE NORTH RIGHT-OF-WAY OF SAID CANTOR AVENUE A DISTANCE OF 5.05 FEET TO THE SOUTHEAST CORNER OF LOT 3 (PLAT BOOK 17, PAGE 62); THENCE N02°59'07"E ALONG THE EAST LINE OF SAID LOT 3 A DISTANCE OF 140.66 FEET TO THE NORTHEAST CORNER OF SAID LOT 3; THENCE N85°44'51"W ALONG THE NORTH LINE OF SAID LOT 3 A DISTANCE OF 3.31 FEET TO THE SOUTHEAST CORNER OF LOT 25 OF THE HUTKIN'S DWIGHT ROAD SUBDIVISION AS RECORDED IN PLAT BOOK 17, PAGE 63); THENCE N03°16'41"E ALONG THE EAST LINE OF SAID LOT 25 A DISTANCE OF 127.95 FEET TO THE NORTHEAST CORNER OF SAID LOT 25, SAID POINT LIES ON THE SOUTH RIGHT-OF-WAY LINE OF JUDITH AVENUE (50 FOOT WIDE PUBLIC RIGHT-OF-WAY); THENCE S86°43'19"E ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID JUDITH AVENUE A DISTANCE OF 24.95 FEET TO A POINT; THENCE N04°02'15"E ACROSS JUDITH AVENUE AND ALONG THE EAST LINE OF LOT 23 (PLAT BOOK 17, PAGE 63) A DISTANCE OF 148.01 FEET TO A POINT ON THE SOUTH LINE OF LOT 24 (PLAT BOOK 17,

PAGE 63); THENCE N67°12'30"E ALONG A SOUTH LINE OF SAID LOT 24 A DISTANCE OF 72.83 FEET TO THE SOUTHWEST CORNER OF LOT 9 (PLAT BOOK 17, PAGE 63); THENCE S86°42'14"E ALONG THE SOUTH LINE OF LOTS 9, 10 11 AND 12 (PLAT BOOK 17, PAGE 63) A DISTANCE OF 243.88 FEET TO THE SOUTHWEST CORNER OF LOT 13 (PLAT BOOK 17, PAGE 63); THENCE N67°16'08"E ALONG THE SOUTH LINE OF SAID LOT 13 A DISTANCE OF 72.93 FEET TO THE SOUTHWEST CORNER OF LOT 14 (PLAT BOOK 17, PAGE 63); THENCE S86°42'14"E ALONG THE SOUTH LINE OF SAID LOT 14 AND ACROSS LONG STREET (50 FOOT WIDE PUBLIC RIGHT-OF-WAY) A DISTANCE OF 155.01 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF SAID LONG STREET; THENCE N04°04'59"E ALONG THE EAST RIGHT-OF-WAY LINE OF SAID LONG STREET A DISTANCE OF 18.01 FEET TO THE SOUTHWEST CORNER OF LOT 40 (PLAT BOOK 17, PAGE 63); THENCE S86°42'14"E ALONG THE SOUTH LINE OF SAID LOT 40 A DISTANCE OF 129.87 FEET TO A POINT ON THE EAST LINE OF LOT 1 OF THE DWIGHT MANOR SUBDIVISION – SECTION "A" AS RECORDED IN PLAT BOOK 16, PAGE 6; THENCE S04°04'07"W ALONG THE EAST LINE OF SAID LOT 1 A DISTANCE OF 10.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE S86°42'32"E ALONG THE SOUTH LINE OF SAID LOT 1 A DISTANCE OF 125.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF CROSBY STREET (50 FOOT WIDE PUBLIC RIGHT-OF-WAY); THENCE S04°03'42"W ALONG THE WEST RIGHT-OF-WAY LINE OF SAID CROSBY STREET A DISTANCE OF 20.02 FEET TO A POINT; THENCE S86°42'32"E ACROSS SAID CROSBY STREET AND ALONG THE SOUTH LINE OF LOT 25 (PLAT BOOK 16, PAGE 6) A DISTANCE OF 140.01 FEET TO THE SOUTHWEST CORNER OF LOT 26 (PLAT BOOK 16, PAGE 6); THENCE S56°50'00"E ALONG A SOUTH LINE OF SAID LOT 26 A DISTANCE OF 40.15 FEET TO AN ANGLE POINT IN THE SOUTH LINE OF SAID LOT 26; THENCE N63°44'02"E ALONG A SOUTH LINE OF SAID LOT 26 A DISTANCE OF 40.54 FEET TO THE SOUTHWEST CORNER OF LOT 27 (PLAT BOOK 16, PAGE 6); THENCE S86°42'32"E ALONG THE SOUTH LINE OF LOT 27 AND ACROSS BARRYMORE STREET (50 FOOT WIDE PUBLIC RIGHT-OF-WAY) A DISTANCE OF 140.01 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SAID BARRYMORE STREET; THENCE N04°02'25"E ALONG THE EAST RIGHT-OF-WAY LINE OF SAID BARRYMORE STREET A DISTANCE OF 25.96 FEET TO THE SOUTHWEST CORNER OF LOT 53 (PLAT BOOK 16, PAGE 6); THENCE S86°42'33"E ALONG THE SOUTH LINE OF SAID LOT 53 A DISTANCE OF 125.01 FEET TO THE SOUTHEAST CORNER OF LOT 53; THENCE N04°02'25"E ALONG THE EAST LINE OF SAID LOT 53 A DISTANCE OF 9.00 FEET TO THE SOUTHWEST CORNER OF LOT 1 OF INMANS FIRST ADDITION – DWIGHT MANOR SUBDIVISION AS RECORDED IN PLAT BOOK 16, PAGE 26; THENCE S85°54'55"E ALONG THE SOUTH LINE OF SAID LOT 1 A DISTANCE OF 133.34 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF LABELLE STREET (50 FOOT WIDE PUBLIC RIGHT-OF-WAY); THENCE S04°07'27"W ALONG THE WEST RIGHT-OF-WAY LINE OF SAID LABELLE STREET A DISTANCE OF 32.43 FEET TO A POINT; THENCE S85°52'05"E ACROSS LABELLE STREET AND ALONG THE SOUTH LINE OF LOTS 31, 32 AND 33 (PLAT BOOK 16, PAGE 26) AND ACROSS DURBY STREET (50 FOOT WIDE PUBLIC RIGHT-OF-WAY) A DISTANCE OF 335.42 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SAID DURBY STREET; THENCE N04°05'51"E ALONG THE EAST RIGHT-OF-WAY LINE OF SAID DURBY STREET A DISTANCE OF 14.71 FEET TO THE SOUTHWEST CORNER OF LOT 46 (PLAT BOOK 16, PAGE 26); THENCE S88°49'42"E ALONG THE SOUTH LINE OF SAID LOT 46 A DISTANCE OF 89.99 FEET TO THE NORTHWEST CORNER OF LOT 58 (PLAT BOOK 16, PAGE 26); THENCE S04°05'48"W ALONG THE WEST LINE OF SAID LOT 58, ACROSS BYRD AVENUE (50 FOOT WIDE PUBLIC RIGHT-OF-WAY), ALONG THE WEST LINE OF LOTS 61 AND 72 (PLAT BOOK 16, PAGE 26) AND ACROSS LOLA AVENUE (50 FOOT WIDE PUBLIC RIGHT-OF-WAY) A DISTANCE OF 430.03 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SAID LOLA AVENUE; THENCE S88°57'02"E ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID LOLA AVENUE A

DISTANCE OF 26.21' TO THE NORTHWEST CORNER OF THE ASTRO AT DYER HOLDING COMPANY, LLC PROPERTY (INSTRUMENT 17099475); THENCE S04°27'24"W ALONG THE WEST LINE OF THE SAID ASTRO AT DYER HOLDING COMPANY, LLC PROPERTY A DISTANCE OF 927.05 FEET TO A POINT ON THE CENTERLINE OF SAID KETCHUM ROAD; THENCE N85°49'51"W ALONG THE CENTERLINE OF SAID KETCHUM ROAD A DISTANCE OF 296.07 FEET TO A POINT OF CURVATURE; THENCE CONTINUING ALONG THE CENTERLINE OF SAID KETCHUM ROAD FOLLOWING A CURVE TO THE LEFT HAVING A RADIUS OF 866.53 FEET, AN ARC LENGTH OF 297.04 FEET (CHORD S84°20'56"W – 295.59 FEET) TO THE POINT OF TANGENCY; THENCE S74°31'43"W AND CONTINUING ALONG THE CENTERLINE OF SAID KETCHUM ROAD A DISTANCE OF 869.09 FEET TO A POINT OF CURVATURE; THENCE CONTINUING ALONG THE CENTERLINE OF SAID KETCHUM ROAD FOLLOWING A CURVE TO THE RIGHT HAVING A RADIUS OF 1813.27 FEET, AN ARC LENGTH OF 495.41 FEET (CHORD S82°21'20"W – 493.87 FEET) TO THE POINT OF TANGENCY; THENCE N89°49'02"W AND CONTINUING ALONG THE CENTERLINE OF SAID KETCHUM ROAD A DISTANCE OF 22.73 FEET TO THE POINT OF BEGINNING AND CONTAINING 2,828,490 SQUARE FEET OR 64.933 ACRES.

IT IS THE INTENT OF THIS DESCRIPTION TO DESCRIBE THE FOLLOWING PARCELS OF LAND BELONGING TO THE MEMPHIS AND SHELBY COUNTY AIRPORT AUTHORITY AND THE PUBLIC ROAD RIGHTS-OF WAY CONTAINED WITHIN THE ABOVE DESCRIBED PROPERTY:

THE PROPERTY DESCRIBED IN INSTRUMENT DM-8156;

LOTS 2-24, LOTS 28-52, AND LOTS 54-60 OF THE DWIGHT MANOR SUBDIVISION – SECTION "A" AS RECORDED IN PLAT BOOK 16, PAGE 6;

LOTS 1-46 OF THE DWIGHT MANOR SUBDIVISION – SECTION "B" AS RECORDED IN PLAT BOOK 16, PAGE 18;

LOTS 2-30, LOTS 34-45, LOTS 59-60, AND LOTS 73-104 OF THE INMANS FIRST ADDITION DWIGHT MANOR SUBDIVISION AS RECORDED IN PLAT BOOK 16, PAGE 26;

LOTS 4-6, LOT 29, LOTS 41-76, LOT 78, AND LOTS 81-86 OF THE FIRST ADDITION TO HUTKIN'S DWIGHT ROAD SUBDIVISION AS RECORDED IN PLAT BOOK 17, PAGE 62;

LOTS 15-22 AND LOTS 26-39 OF THE HUTKIN'S DWIGHT ROAD SUBDIVISION AS RECORDED IN PLAT BOOK 17, PAGE 63;

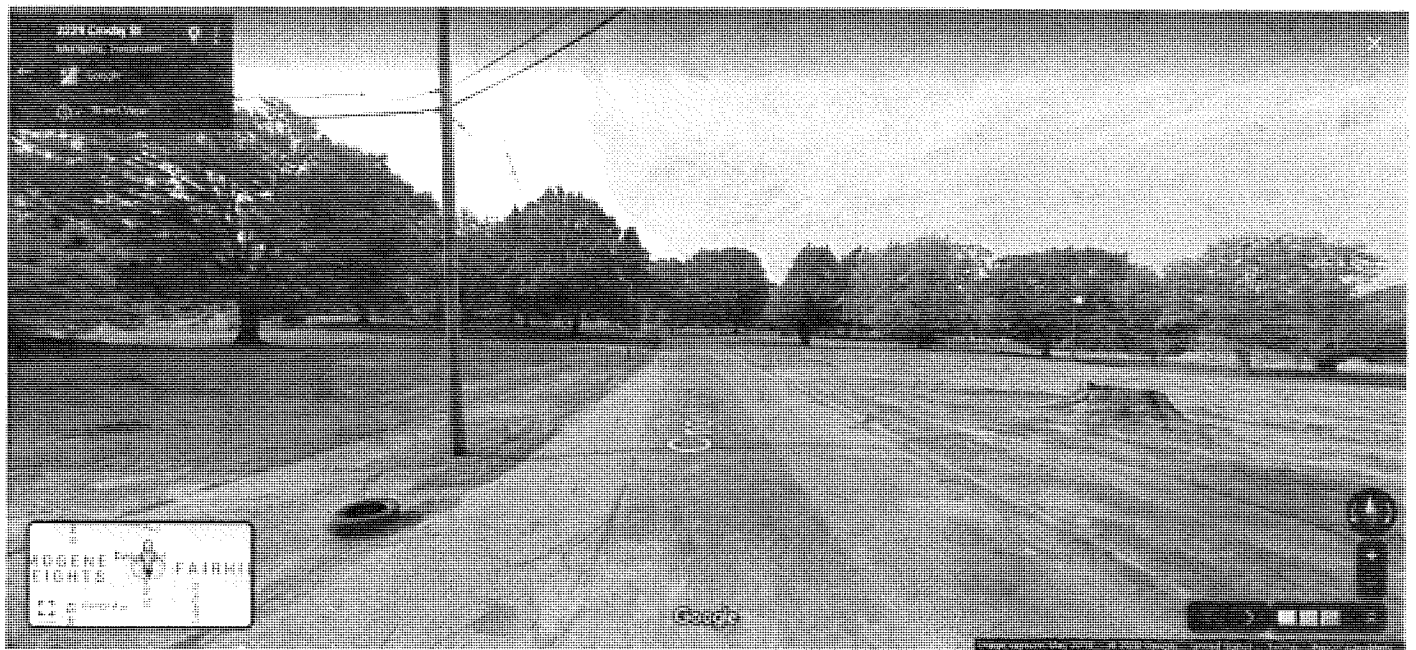
LOTS 1 AND 2 OF THE CANTOR AVENUE SUBDIVISION AS RECORDED IN PLAT BOOK 24, PAGE 27;

LOTS 1-23 OF THE EASTWOOD SUBDIVISION AS RECORDED IN PLAT BOOK 29, PAGE 18.

SITE PHOTOS



View of subject property from Ketchum Road looking north



View of subject property from Crosby Ave looking south

STAFF ANALYSIS

Request

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

The request is to rezone +/-66 acres from the Residential Single-Family – 6 District and the Residential Urban – 1 District to the Employment District (light industrial).

Review Criteria

Staff agrees the review criteria as set out in the Unified Development Code Sub-Section 9.5.7B are met.

9.5.7B Review Criteria

In making recommendations, the Land Use Control Board shall consider the following matters:

- 9.5.7B(1) Consistency with any plans to be considered (see Chapter 1.9);*
- 9.5.7B(2) Compatibility with the present zoning (including any residential corridor overlay district) and conforming uses of nearby property and with the character of the neighborhood;*
- 9.5.7B(3) Suitability of the subject property for uses permitted by the current versus the proposed district;*
- 9.5.7B(4) Whether the proposed change tends to improve the balance of uses, or meets a specific demand in the City or County; and*
- 9.5.7B(5) The availability of adequate police services, fire services, school, road, park, wastewater treatment, water supply and stormwater drainage facilities for the proposed zoning.*

Site Description

The subject property is +/-66 acres and comprised of numerous parcels located on the north side of Ketchum Road, east of Imogene Street, south of Dwight Road, and west of Pendleton Street. The site is currently zoned Residential Single-Family – 6 (R-6) and Residential Urban – 1 (RU-1) and it is vacant land. There are overhead powerlines, sidewalks, curb and gutter, streets, and a scattering of mature trees throughout the site.

Recent Adjacent Rezonings

Z 17-11

The rezoning of +/-26 acres of land adjacent to the southeast of the property subject of this request was rezoned from Residential Single-Family – 6 (R-6) and Residential Urban – 3 (RU-3) to Employment (EMP) by the Council of the City of Memphis on April 10, 2018.

Z 18-08

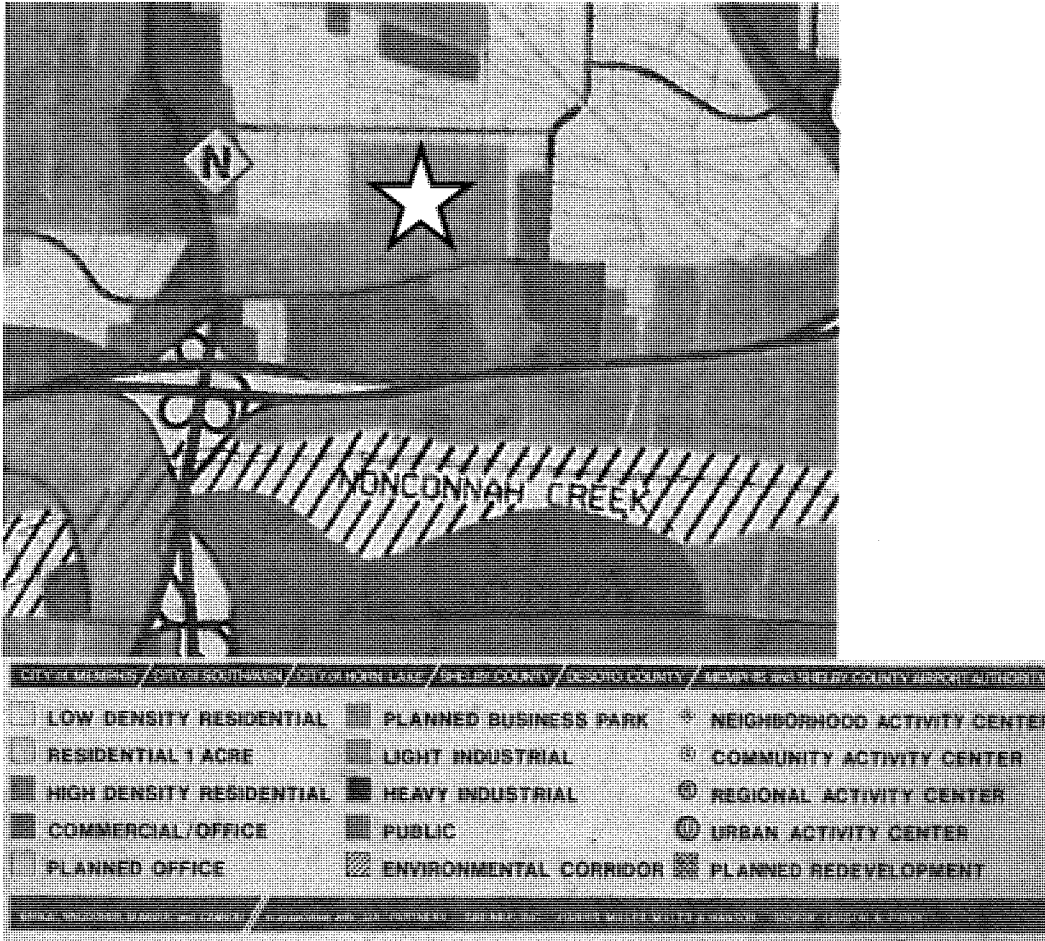
The rezoning of +/-15 acres of land adjacent to the south of the property subject of this request was rezoned from Residential Single-Family – 6 (R-6) to Employment (EMP) by the Council of the City of Memphis on September 25, 2018.

Airport Buyout

The subject property was part of a noise buyout in the 1980s due to the north/south flight path of the Memphis International Airport. The 258 homes that existed on subject property at the time were removed and the lots are now vacant. Under the terms of the airport noise abatement program the use of the land cannot revert to residential, school, church, or similar uses.

Memphis Airport Area Land Use Study Final Report

The Memphis Airport Area Land Use Study Final Report was adopted by Council of the City of Memphis in August of 1992 and by the Shelby County Commission in June 1992. This report indicates that residential uses are inappropriate for the area in which the subject property lies. The plan's goal for this area recommends action to support reinvestment and development in vicinity of the airport to encourage employment growth. The plan indicates Planned Business Park would be more appropriate, however, this is a zoning category that was never codified. Staff believes the Employment District is consistent with this plans recommendation and an appropriate zoning district for the area that is compatible with the surrounding zoning and land uses in which the subject property lies.



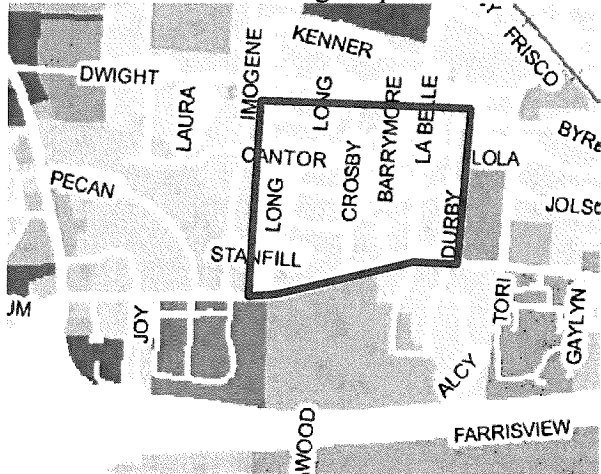
Subject property indicated by a white star

Consistency with Memphis 3.0

Staff uses the following criteria contained in Memphis 3.0 to determine consistency.

1. *The future land use planning map:* The subject site is identified as Primarily Single-Unit Neighborhood in the future land use planning map.

Future Land Use Planning Map

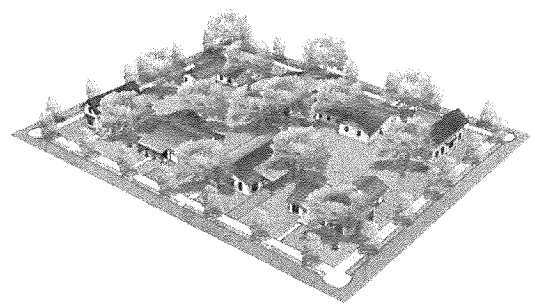


Subject site outlined in red and identified as Primarily Single-Unit Neighborhood

2. *The land use category descriptions and graphic portrayals, including whether the proposed use is compatible with the zone districts listed in the zoning notes and the proposed building(s) fit the listed form and location characteristics:*

The subject site is within future land use designation: Primarily Single-Unit Neighborhood (NS). The description and applicability for NS is defined in greater detail in the following paragraphs.

Primarily Single-Unit Neighborhoods are located greater than a half mile outside of any anchor destination. These neighborhoods contain mostly detached, house-scale residences, serving mostly single-family style living. This is considered the typical suburban community that is not as walkable or accessible from an anchor. See graphic portrayal to the right.



“NS” Goals/Objectives:

The goals and objectives of this land use designation are the preservation/maintenance of existing single-family housing stock and neighborhoods

“NS” Form & Location Characteristics:

The NS designation recommends an urban form that is primarily detached house-scale buildings that are primarily residential and 1-3 stories in height. This land use designation should be beyond a half-mile from a Community Anchor.

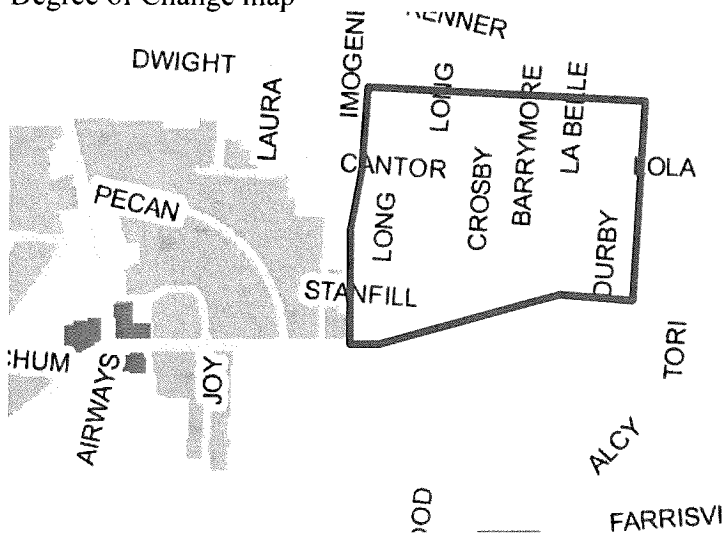
The applicant is seeking rezoning of +/-66 acres from R-6, Single-Family Residential – 6 and RU-1,

Residential Urban – 1, to EMP, Employment (light industrial).

The request does not meet the Primarily Single-Unit Neighborhood land use recommendations because the Employment District does not permit single-family uses.

3. *Existing, adjacent land uses and zoning:* The subject site is surrounded by the following land uses: Single-Family, Multi-family, Recreational/Open Space, Institutional, and vacant. The subject site is surrounded by the following zoning districts: Residential Single-Family – 6 (R-6), Residential Urban – 3 (RU-3), and Employment (EMP). This requested land use is compatible/incompatible with these adjacent land uses and zoning districts as it is an extension of the of the two recently approved Employment District rezonings adjacent to the southeast in 2018.
4. *The degree of change map:* The subject site is identified as nothing in the degree of change map. The white color on the degree of change map, shown below, indicates there is no degree of change for the subject site.

Degree of Change map



Subject site outlined in red, no color identification

5. *The degree of change descriptions:* Not applicable, see consistency criteria 4 above.

This proposal is consistent with the Memphis 3.0 General Plan when taking into account the adjacent zoning to the southeast. This adjacent area was recently rezoned in 2018 by the Council of the City of Memphis via case numbers Z 17-11 and Z 18-08. Additionally, under the terms of the airport noise abatement program the use of the land cannot revert to residential, school, church, or similar uses.

Conclusions

The request is to rezone +/-66 acres from the Residential Single-Family – 6 District and the Residential Urban – 1 District to the Employment District (light industrial).

This case is a companion to SAC 20-03 through 20-16 which are all requests seeking to close and vacate public right-of-way within the subject property.

The subject property was part of a noise buyout in the 1980s due to the north/south flight path of the Memphis

International Airport. The 258 homes that existed on subject property at the time were removed and the lots are now vacant. Under the terms of the airport noise abatement program the use of the land cannot revert to residential, school, church, or similar uses.

Staff finds the request is consistent with the Council of the City of Memphis and County Commission approved Memphis Airport Area Land Use Study Final Report (1992) which recommended action to support reinvestment and development in this area to encourage employment growth. Furthermore, the Employment District is an appropriate and well-suited zoning district for the subject property to promote these goals.

The Employment District zoning that is adjacent to the southeast of the site was rezoned from residential to Employment in 2018 by the Council of the City of Memphis via case numbers Z 17-11 and Z 18-08.

If approved, the subject property would provide a large site suitable for employment driven redevelopment opportunities and return to the certified tax roll as nonexempt land.

RECOMMENDATION

Staff recommends approval.

DEPARTMENTAL COMMENTS

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

City/County Engineer:

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

Sewers:

2. City sanitary sewer availability TBD.
3. All sewer connections must be designed and installed by the developer. This service is no longer offered by the Public Works Division.

Roads:

4. For future planning purposes, if truck traffic is envisioned for this redevelopment, the Developer is requested to funnel truck traffic towards Ketchum via one of the neighboring residential streets.

Sewer Design Department:

The sewer capacity will not be determined until the developer provide the proposed discharge to the Engineering Div./ Sewer Design Dept. to check the capacity of the existing system. The sanitary sewers are existing inside the streets in the vicinity of the provided map.

City/County Fire Division:

- No comments.

City Real Estate: No comments received.

City/County Health Department: No comments received.

Shelby County Schools: No comments received.

Construction Code Enforcement: No comments received.

Memphis Light, Gas and Water:

MLGW has reviewed the referenced application, and has no objection, subject to the following conditions:

- MLGW has existing utility distribution facilities within the present public road/alley right of way. The City of Memphis shall retain an easement across the proposed street closure, from edge to edge of the road right of way, to accommodate any existing public utilities, including electric, gas, water, CATV, telephone, sewer, drainage, etc
- It is the responsibility of the owner/applicant to bear the cost if it is necessary for MLGW facilities to be installed, removed or relocated.
- MLGW reserves the right to retain a utility right-of-way within that portion of the existing public road right of way at all times for existing utilities, or the owner/applicant may choose to relocate existing utilities at the expense of the owner/applicant.
- MLGW must be able to access any overhead or underground facilities. Consequently, no permanent structure(s) shall be constructed or erected within that portion of the existing public road right of way including fences, buildings, patios, vehicle parking or paving.
- No permanent structures, development or improvements are allowed within any utility easements, without prior MLGW written approval.

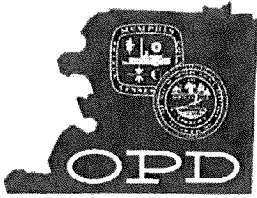
- **Underground Utility separation and clearance:** The subject property is encumbered by existing utilities which may include overhead and underground facilities. It is the responsibility of the owner/applicant to maintain a minimum 3-foot (3') separation between any existing underground service lines or utilities and any proposed permanent structure or facility. This separation is necessary to provide sufficient space for any excavations to perform service, maintenance or replacement of existing utilities.
- If there are existing fire hydrants within the proposed closure of the public right-of-way, these hydrants will become public hydrants on private property, and the owner/applicant will be billed an annual maintenance fee on a monthly basis by MLGW.
- If there are existing street lights within the proposed closure of the public right-of-way, MLGW will remove all street lights, and abandon underground electric feeds or remove overhead electric feeds – at the expense of the owner/applicant.
- **STREET NAMES:** It is the responsibility of the owner/applicant to contact MLGW–Address Assignment @ 729-8628 and submit proposed street names for review and approval. Please use the following link to the MLGW Land & Mapping website for Street Naming Guidelines and the Online Street Name Search: <http://www.mlgw.com/builders/landandmapping>
- It is the responsibility of the owner/applicant to identify any utility easements, whether dedicated or prescriptive (electric, gas, water, CATV, telephone, sewer, drainage, etc.), which may encumber the subject property, including underground and overhead facilities. No permanent structures will be allowed within any utility easements.
- It is the responsibility of the owner/applicant to contact TN-1-CALL @ 1.800.351.1111, before digging, and to determine the location of any underground utilities including electric, gas, water, CATV, telephone, etc.
- It is the responsibility of the owner/applicant to contact MLGW-Property Management, Land Rights Specialist @ 901-528-4186 to request a Release Deed for release of easement for any existing MLGW Easement(s) in conflict with the proposed development.
- It is the responsibility of the owner/applicant to pay the cost of any work performed by MLGW to install, remove or relocate any facilities to accommodate the proposed development.
- It is the responsibility of the owner/applicant to identify any utility easements, whether dedicated or prescriptive (electric, gas, water, CATV, telephone, sewer, drainage, etc.), which may encumber the subject property, including underground and overhead facilities. No permanent structures will be allowed within any utility easements.
- It is the responsibility of the owner/applicant to comply with the National Electric Safety Code (NESC) and maintain minimum horizontal/vertical clearances between existing overhead electric facilities and any proposed structures.
- It is the responsibility of the owner/applicant to comply with Memphis/Shelby County Zoning Ordinance - Landscape and Screening Regulations.
- Street Trees are prohibited, subject to the review and approval of the landscape plan by MLGW Engineering. It is the responsibility of the owner/applicant to submit a detailed landscape plan to MLGW Engineering.
- Landscaping is prohibited within any MLGW utility easement without prior MLGW approval.
- It is the responsibility of the owner/applicant to submit a detailed plan to MLGW Engineering for the purposes of determining the availability and capacity of existing utility services to serve any proposed or future development(s).
- It is the responsibility of the owner/applicant to submit a detailed plan to MLGW Engineering for the purposes of determining the availability and capacity of existing utility services to serve any proposed or future development(s). Application for utility service is necessary before plats can be recorded.
 - o All residential developers must contact MLGW's Residential Engineer at Builder Services: (901) 729-8675 to initiate the utility application process.
 - o All commercial developers must contact MLGW's Builder Services line at 729-8630 (select option 2) to initiate the utility application process.

· It is the responsibility of the owner/applicant to pay the cost of any utility system improvements necessary to serve the proposed development with electric, gas or water utilities.

Office of Sustainability and Resilience:

- No comments.

APPLICATION



Memphis and Shelby County
Office of Planning and Development
CITY HALL 125 NORTH MAIN STREET-SUITE 468 MEMPHIS, TENNESSEE 38103-2084 (901) 576-6601

APPLICATION FOR REZONING APPROVAL

Date: March 2, 2020

Case #: _____

PLEASE TYPE OR PRINT

Property Owner of Record: Memphis Shelby County Airport Authority Phone #: 901-922-8000
Mailing Address: 2491 Winchester Road, Suite 113 City/State: Memphis, TN Zip 38116
Property Owner E-Mail Address: scottb@mscaa.com (Scott A. Brockman) sbrockman@flymemphis.com
Applicant: Ketchum Airport Investors, LLC - Bradleigh Kaaber Phone # 770-436-3409
Mailing Address: 1776 Peachtree Street, NW Suite 1001 City/State: Atlanta, GA Zip 30309
Applicant E-Mail Address: bkaaber@tpa-grp.com
Representative: Brittenum Law, PLLC - Dedrick Brittenum, Jr. Phone #: 901-552-5994
Mailing Address: 3385 Airways Blvd. Suite 229 City/State: Memphis, TN Zip 38116
Representative E-Mail Address: db@brittenumlaw.com
Engineer/Surveyor: The Reaves Firm, Inc. - Harvey C. Marcom, P.E. Phone # 901-761-2016
Mailing Address: 6800 Poplar Ave. Suite 101 City/State: Memphis, TN Zip 38138
Engineer/Surveyor E-Mail Address: hmarcom@reavesfirm.com
Street Address Location: ZERO Ketchum Avenue
Distance to nearest intersecting street: 124.91 LF from Imogene Street along Ketchum Road R.O.W. to NW corner

	Parcel 1	Parcel 2	Parcel 3
Area in Acres:	<u>66 acres (+/-)</u>	_____	_____
Existing Zoning:	<u>R-6</u>	_____	_____
Existing Use of Property	<u>VACANT</u>	_____	_____
Requested Use of Property	<u>EMP USES</u>	_____	_____
Requested Zoning	<u>EMP</u>	_____	_____

Pre-Application Conference held on: 1-28/2-11-20 with Chip Saliba / Josh Whitehead

Neighborhood Meeting Requirement Met: Yes or Not Yet or Not Required (see below)
(If yes, documentation must be included with application materials)

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

Scott A. Brockman 2/28/20 Brad Kaaber 2/27/2020
Property Owner of Record Date Applicant Date

LETTER OF INTENT

Brittenum

Law pllc

ATTORNEY AT LAW
Airways Professional Center - Aerotropolis
3385 Airways Boulevard, Suite 229
Memphis, Tennessee 38116 USA
Telephone 901.347.3978
Facsimile 901.800.1927
db@brittenumlaw.com

2 March 2020

Via Hand Delivery

Josh Whitehead, AICP
Planning Director / Administrator
Memphis & Shelby County Office of Planning and Development
City Hall
125 North Main Street, Suite 476
Memphis, TN 38103

RE: Memphis-Shelby County Airport Authority North Land Tract on Ketchum Road

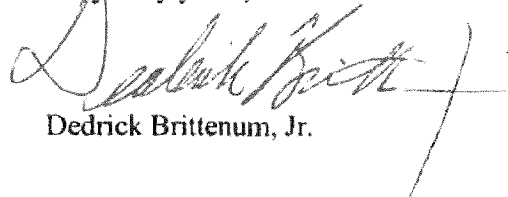
Dear Administrator Whitehead:

I represent Ketchum Airport Investors, Inc. for rezoning and street closure applications to redevelop the above tract for employment district (EMP) uses. This large site is rare inside the interstate loop near the airport and its use as residential is prohibited by the FAA. The applications request approval of EMP zoning district and the closure of all the streets within the subject tract. The Airport Master Plan for this area recommends action to support reinvestment and development in the airport vicinity to encourage employment growth. Upon approval, this large land mass will be a magnet for jobs in this community. Enclosed are the Application for Rezoning Approval and the Applications for Right-of-Way Vacation/ Street/Alley/Closure Approval (14, one for each street). Please consider these applications as companion cases.

The subject property was part of a noise buyout south and north of Ketchum Road in the airport north/south flight path. The homes in the various subdivisions have been removed and the lots are vacant with remaining curb, gutter and roadways. The MSCAA property to the south of Ketchum Road was rezoned employment district in April 2018. The street closures are critical to the redevelopment of the tract for return to the certified assessment roll as nonexempt.

Thank you for your attention and should you have questions or comments, please advise.
I remain,

Very truly yours,



Dedrick Brittenum, Jr.

enclosure

SIGN AFFIDAVIT



AFFIDAVIT

Shelby County
State of Tennessee

I, Dianne Higgs, being duly sworn, depose and say that at 9 am on the 25th day of March, 2020, I posted a Public Notice Sign(s) pertaining to Case No. Z-20-03 at and SAC 20-08 - 20-16 providing notice of a Public Hearing before the Land Use Control Board, ___ Memphis City Council, ___ Shelby County Board of Commissioners for consideration of a proposed ___ Land Use Action (Planned Development, ___ Street /Alley Closure ___ Special Use Permit, ___ Use Variance, ___ Zoning District Map Amendment), a photograph of said sign(s) being attached hereon and a copy of the sign purchase receipt or rental contract attached hereto.

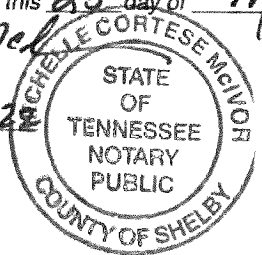
Dianne Higgs 3-25-2020
 Owner, Applicant or Representative Date

Subscribed and sworn to before me this 25 day of March, 2020.

Michele Cortese Mel...

Notary Public

My commission expires: 5-14-22



LETTERS RECEIVED

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

However, a presentation submitted by the applicant was received and has been subsequently attached.



Airport City Business Park Ketchum Redevelopment Opportunity

April 9, 2020

Land Use Control Board

Dedrick Brittenum

Harvey Marcom – Reaves Firm

James Hanna – TPA Group

Request

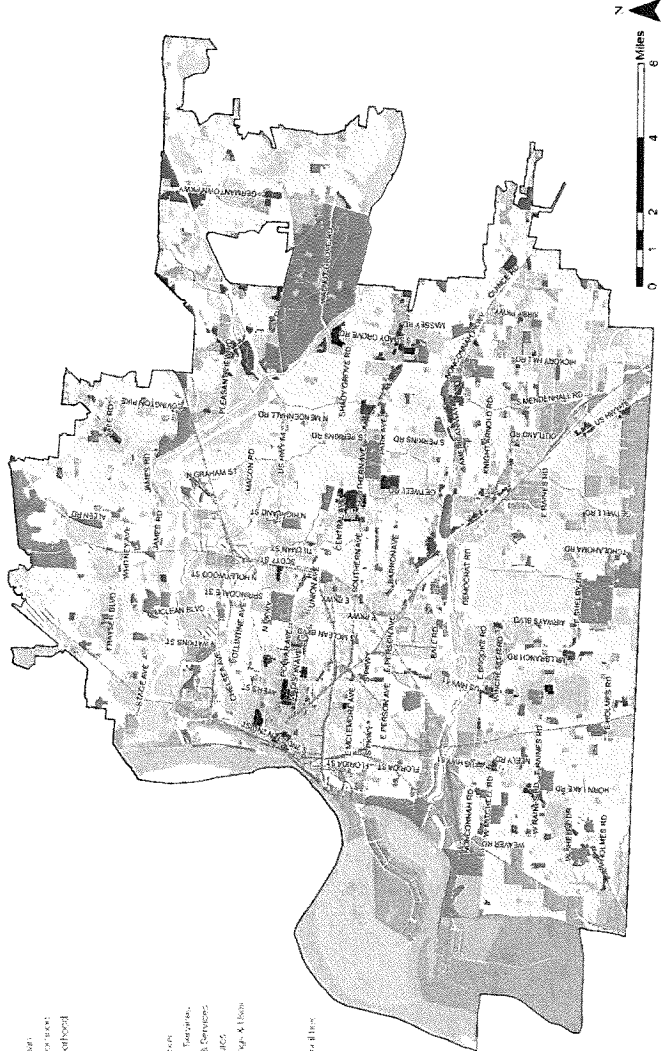
- Rezone the Ketchum site to EMP to create a vibrant, walkable, employment and jobs district for this area – north of the airport and in the airport flight path where residential development is now prohibited.
- A. Employment (EMP)
 - The EMP District is intended to accommodate office, light manufacturing, research and development, warehousing, wholesale, processing and commercial uses in order to promote economic viability, encourage employment growth, and limit the encroachment of non-industrial development within established industrial areas. Development should be operated in a relatively clean and quiet manner, and should not be obnoxious to nearby residential or commercial uses.

Developer Background

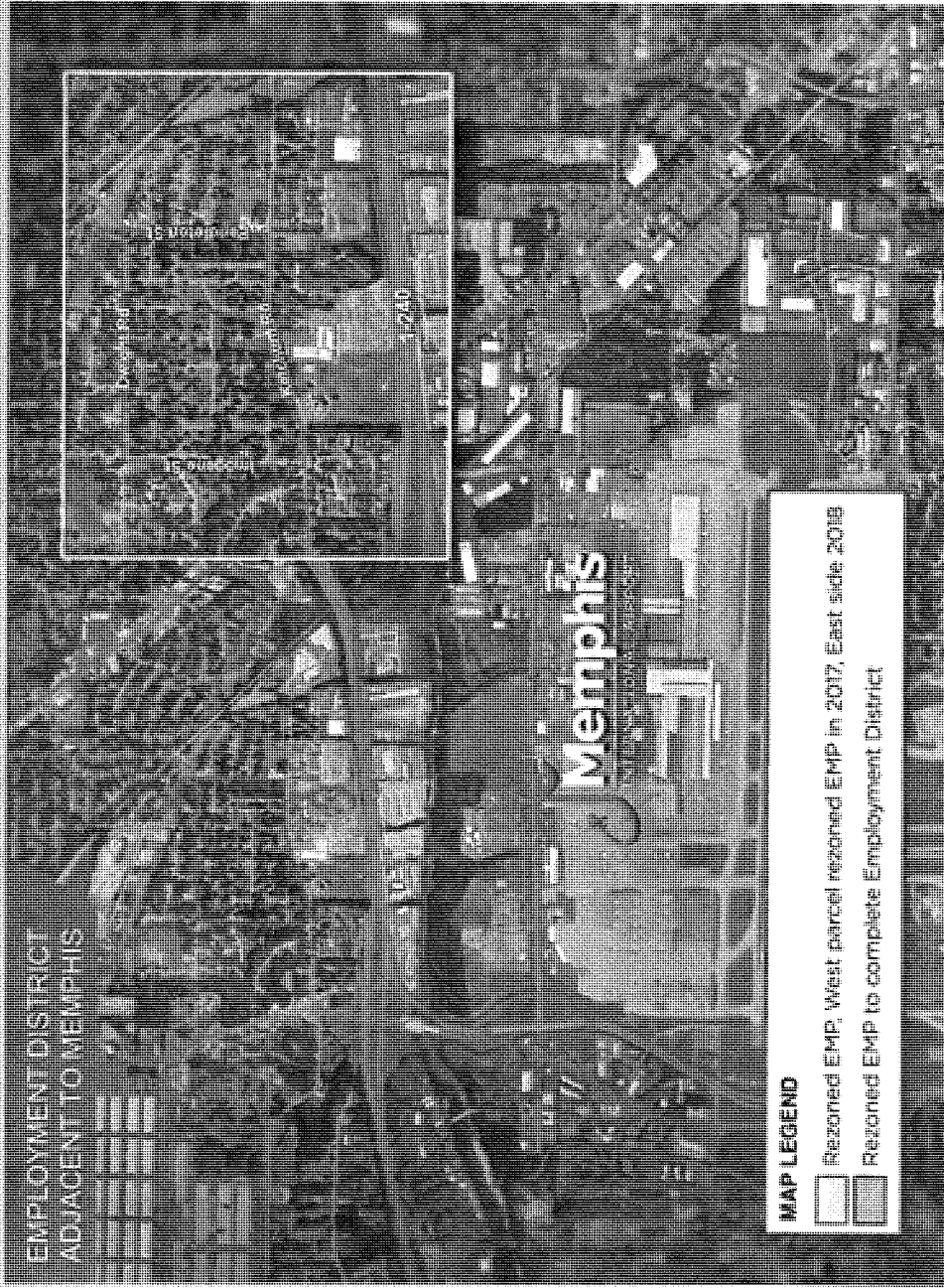
- About TPA: Located in Atlanta TPA Group has successfully acquired, developed and sold investments in all property types totaling in excess of 35 million square feet and \$15 billion in value.
- TPA successfully bought, repositioned, and then leased the AMZL location on Pearson – now employing hundred of Memphians.
- TPA also bought and is repositioning a 200K SF facility in the NE submarket and is exploring another \$50MM plus investment in the community at Holmes and Airways.
- This project likely, when developed, in excess of \$50MM and could employ thousands of Memphians.
- This rezoning also breathes life into the other two sites to the south, already zoned EMP – allowing for scale to attract larger high quality projects.

Future Land Use Planning Map
 CITY OF DUBLIN, CALIFORNIA
 2017/2018

- 1. Airport Neighborhood - Primary
- 2. Single Unit
- 3. General Neighborhood - Single Unit
- 4. Residential Medium Density
- 5. Residential Single-Family - Urban
- 6. Residential Medium Density - Urban
- 7. Residential Medium Density - Suburban
- 8. Residential Medium Density - Suburban
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- 100. Residential Medium Density - Suburban



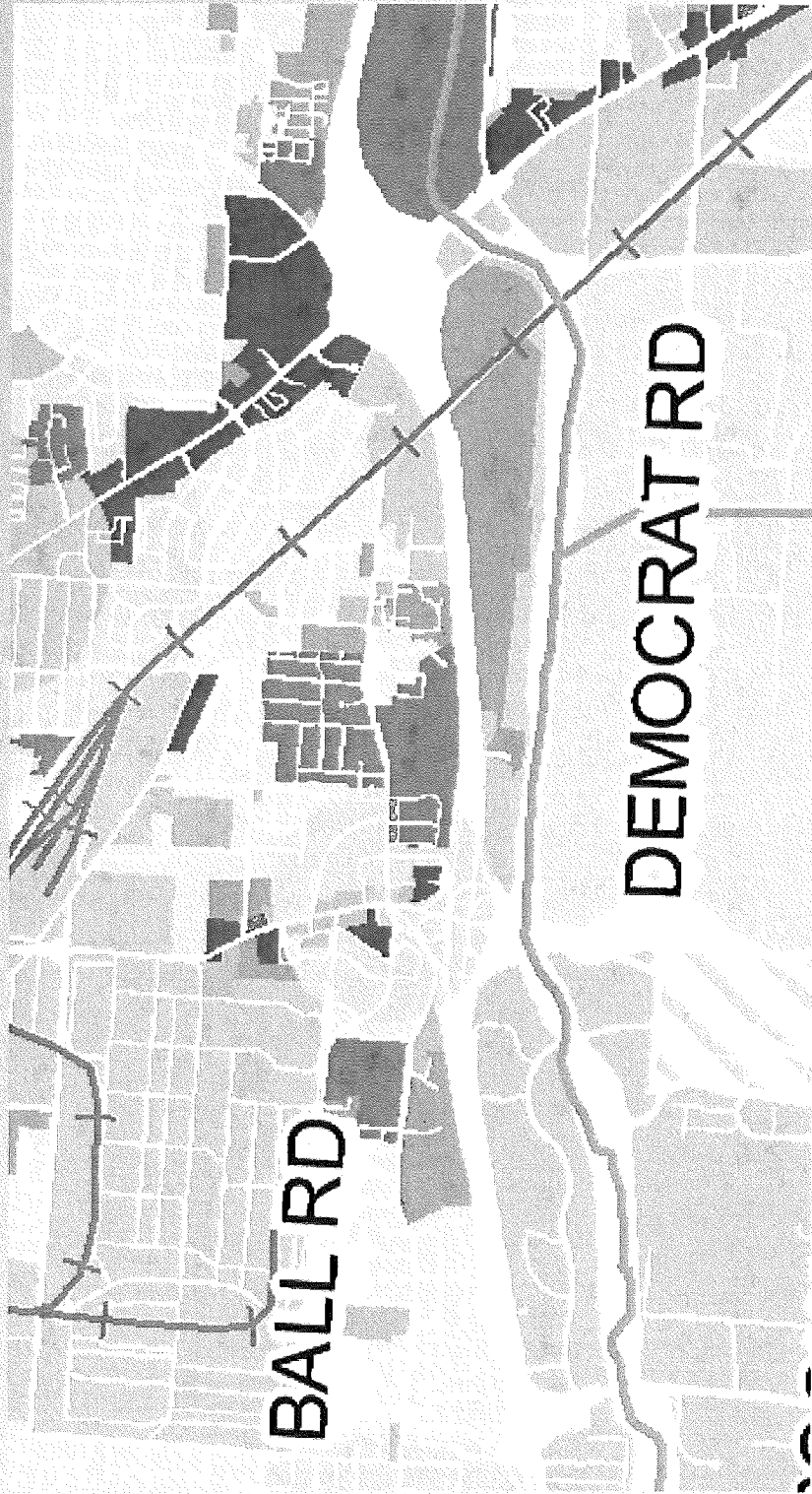
Summary: The 3.0 Map shows two properties south of subject as park-educational use, but both rezoned EMP in 2017/2018.



Summary: The light blue sites were zoned EMP in 2017 & 2018 – although shown as green on 3.0 map.



Summary: Here – the 2018/2019 sites to south shown in dark gray – and the subject to the north in dark gray – fitting in with the other industrial zoning surrounding the site. ALSO – THIS SITE, PER FAA, CAN'T BE USED FOR RESIDENTIAL PURPOSES.



Summary: Closer look at the proposed site – southern portion already rezoned EMP. Subject to the North & surrounded by industrial.

Zoning Airport and FAA Restrictions

- FAA buyout land restricts residential development
- Prohibits residential development as currently zoned
- Airport Authority bought, with federal noise abatement funds, these homes were demolished and currently are vacant lots

Districts and Uses 2.2.4

- A. Employment (EMP)
 - The EMP District is intended to accommodate office, light manufacturing, research and development, warehousing, wholesale, processing and commercial uses in order to promote economic viability, encourage employment growth, and limit the encroachment of non-industrial development within established industrial areas. Development should be operated in a relatively clean and quiet manner, and should not be obnoxious to nearby residential or commercial uses.

The following list of uses is permitted in the employment district (EMP). This is the preferred category of businesses the applicant is recruiting:

- Light manufacturing or assembly of equipment, instruments or goods
- Education Facility, academy, College, Community College, University, Trade School
- Wholesale trade of food, auto parts, clothing, building hardware, etc.
- Warehouse and showroom businesses
- Catering establishments, large scale
- Repair of scientific or professional instrument
- Cabinet making and woodworking
- Lawn, tree or garden service
- Sale or rental of equipment
- Mail order house
- Medical or Dental Laboratory
- Repair of scientific or professional instruments, electric motors
- Research, testing and development laboratory

UDC 2.9

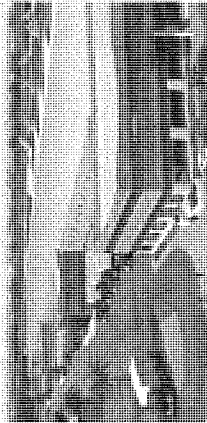
Working with the Memphis Chamber to locate possible users such as:

- Wholesale grocery distribution
- Light manufacturing-Modern Logistics Space
- Office flex

8.3 KEY DEVELOPMENT TYPOLOGIES

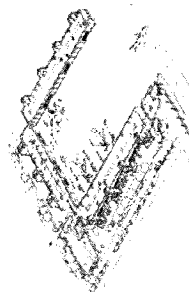
Key development typologies are integral to improving Airport City's market competitiveness and attracting target industries. These include flexible space and large footprint industrial formats, as well as necessary support typologies, such as quality office space and hotel accommodations.

AIRCRAFT-ADJACENT AIR LOGISTICS FACILITY / AIR CARGO TERMINAL

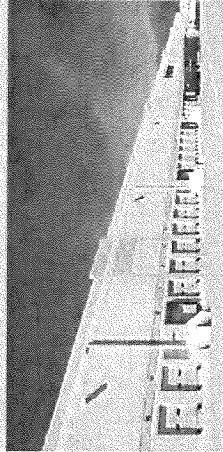


Description: Facilities provide access to groundside interface for the movement, storage and distribution of goods, favored by "just-in-time" logistics companies, cold-chain and cold storage facilities may be incorporated.

Target Economic Sectors: Advanced Manufacturing, Bio-Life Sciences, Green Industry, Logistics & Distribution
Employment Density: 10 - 2.0 Employees / 1,000 SF
Site Area: 5 - 40+ Acres
FAR: 0.20 - 0.40
Building Size: 50,000 - 300,000+ SF
Building Height: 1 Floor with 28' - 36' Floor to Ceiling Height
Parking Ratio: 1.5 - 2 / 1,000 SF
Additional Requirements: Manicured landscape entry, 5 - 10% office space with windows typical; dock high or drive-in doors
Typical Site Layout:



WAREHOUSE / DISTRIBUTION CENTER

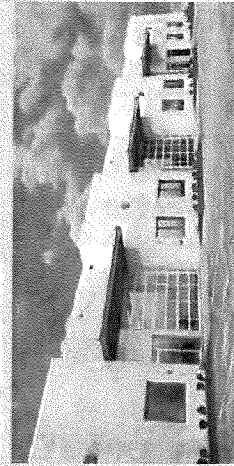


Description: Comprised of large footprint, single story building(s), primarily for the storage and distribution of goods (e.g., regional warehouse, bulk warehouse, etc.); this typology may accommodate logistics firms that coordinate the distribution of products for a number of companies or function as the distribution center for a single, large company.

Target Economic Sectors: Logistics & Distribution
Employment Density: 10 - 2.0 Employees / 1,000 SF
Site Area: 5 - 80+ Acres
FAR: 0.20 - 0.50
Building Size: 50,000 - 500,000+ SF
Building Height: 1 Floor with 28' - 36' Floor to Ceiling Height
Parking Ratio: 1.5 - 2 / 1,000 SF
Additional Requirements: Manicured landscape entry, 5 - 10% office space with windows typical; dock high or drive-in doors
Typical Site Layout:

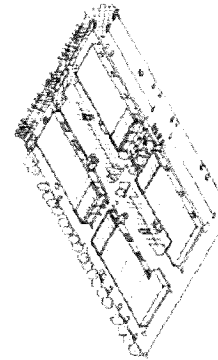


MULTI-TENANT FLEX



Description: Provides versatile and economical space for a combination of tenants and functions, including office, R&D, light industrial processing, small scale distribution & showrooms, etc.; development is speculative, offering space that is especially suitable for small start-ups.

Target Economic Sectors: Advanced Manufacturing, Aerospace, Bio-Life Sciences, Green Industry, Information Technology
Employment Density: 2.0 - 3.0 Employees / 1,000 SF
Site Area: 5 - 40+ Acres
FAR: 0.30 - 0.45
Building Size: 20,000 - 100,000+ SF
Building Height: 1 - 2 Floors with Floor to Ceiling Height < 18'
Parking Ratio: 2.5 - 3 / 1,000 SF
Additional Requirements: Manicured landscape entry; building with abundant windows; 25% office, 75% warehouse / industrial
Typical Site Layout:



MEMPHIS AIRPORT CITY: STRATEGIC EXECUTION

Source: Memphis
Aerotropolis
Airport City
Master Plan-
Final Report
April 2014

Dr. Kasarda describes Memphis Aerotropolis as a strategy for leveraging the area's key assets for economic development, with a focus on 1) maintaining or expanding market share and 2) increasing local employment and prosperity. In summary, the challenge is how to "capture more benefit from existing resources." To meet this challenge, he makes the following recommendations:

- Create a mechanism for cost effective assembly and development of land parcels to better meet contemporary business needs and help rejuvenate the Airport area.
- Develop the region's "human capital" with an emphasis on cultivating a labor supply with specialized "mid-level skills" that will improve the match between persons and jobs and create a competitive advantage.
- Integrate land use, economic development and transportation planning to increase operational efficiency (e.g., infrastructure upgrades) and promote economic, environmental, and social sustainability (e.g., enhance neighborhood livability).
- Recruit firms that will "ratchet" the region up the skills ladder and thereby increase prosperity (i.e., "recruiting firms which have skill needs just a notch above the ability of the labor force to provide, and then developing the labor supply the firm needs.")

- Create an organization that will establish priorities for action, set targets, and measure achievement, and moreover, effectively command the resources required for success

The common thread is community development – "creating a community of shared investment, shared risk, and shared reward" Dr. Kasarda proceeds to identify two primary tools necessary to move forward 1) a strategic roadmap and 2) an implementing organization. The Master Plan addresses this need, setting forth a plan of action while specifying an organizational structure with the capacity to effectively manage progress, marshal financial resources, and attract investment.

Source:
 Memphis
 Aerropolis
 Airport City
 Master Plan-
 Final Report
 April 2014

PROMOTING COLLABORATION



Airport City faces pervasive blight, industrial obsolescence, commercial disinvestment, and an oversupply of unproductive vacant and underutilized land. Fractured land ownership is a major hindrance to economic development, as are anti-competitive tax rates and incentives policies that fuel competition from outlying suburbs. Renewal will come with redevelopment of strategic commercial and industrial sites and a comprehensive program of corridor revitalization. Public investment in land assembly, infrastructure upgrades, public realm beautification projects, and financial incentives are key strategies to stimulate economic development.

Supports HUD Livability Principles #3, #4, & #5.

A high percentage of Airport City's land area is vacant or extremely underutilized, encouraging blight and exacerbating the negative perception of the area. However, these properties can be put to much more productive use, even supporting a strategy of land banking. Many properties hold the capacity for short-term community-based farming, while some larger land holdings are suitable for long term agribusiness and renewable energy infrastructure. This activity boosts local food and energy production, builds the region's emerging green industry sector, and supports related sectors such as bio-life sciences. It also communicates that Memphis is serious about changing perceptions and promoting sustainable practices.

Supports HUD Livability Principles #3 & #5.

Airport City lacks a single entity devoted to the planning, development and management of the area. The existing situation inhibits Memphis' ability to adequately leverage airport assets and stay competitive, and leaves the impression that actions are uncoordinated and that the City and County are not business friendly. An organizational entity responsible for the community and economic development of Airport City is imperative. This entity must retain the capacity to marshal resources, target investment, deliver financial incentives, and facilitate projects. It must also coordinate the actions of numerous stakeholders, including multiple layers of government, non-profit organizations and private enterprise.

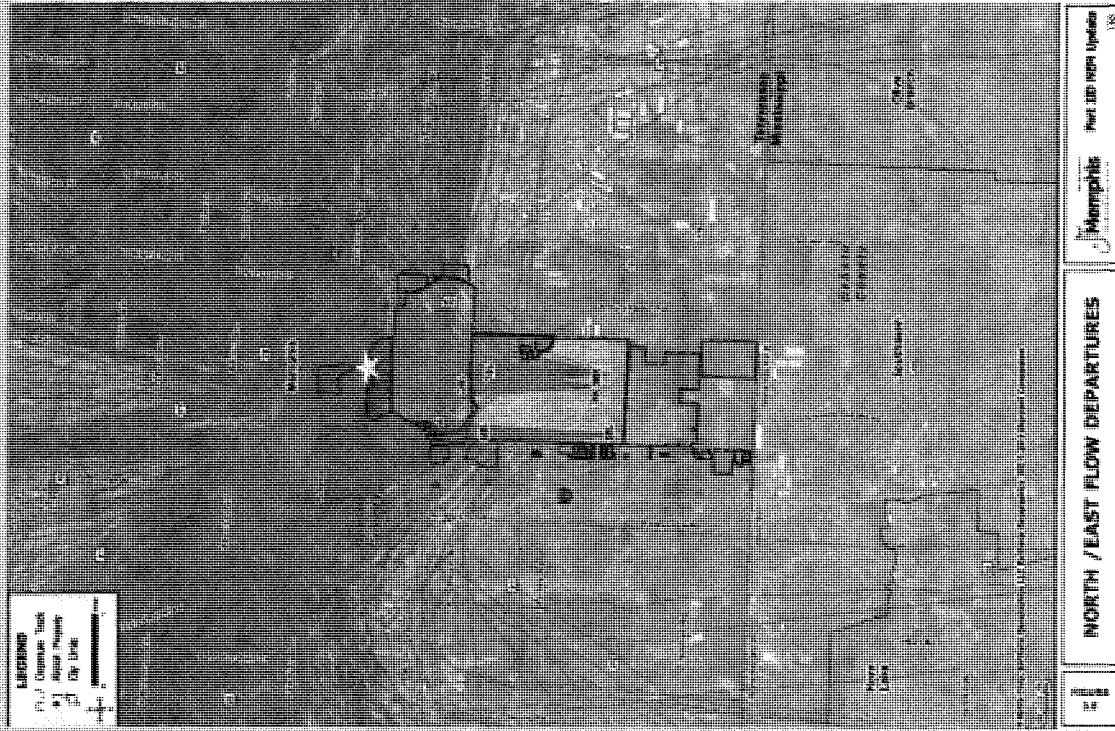
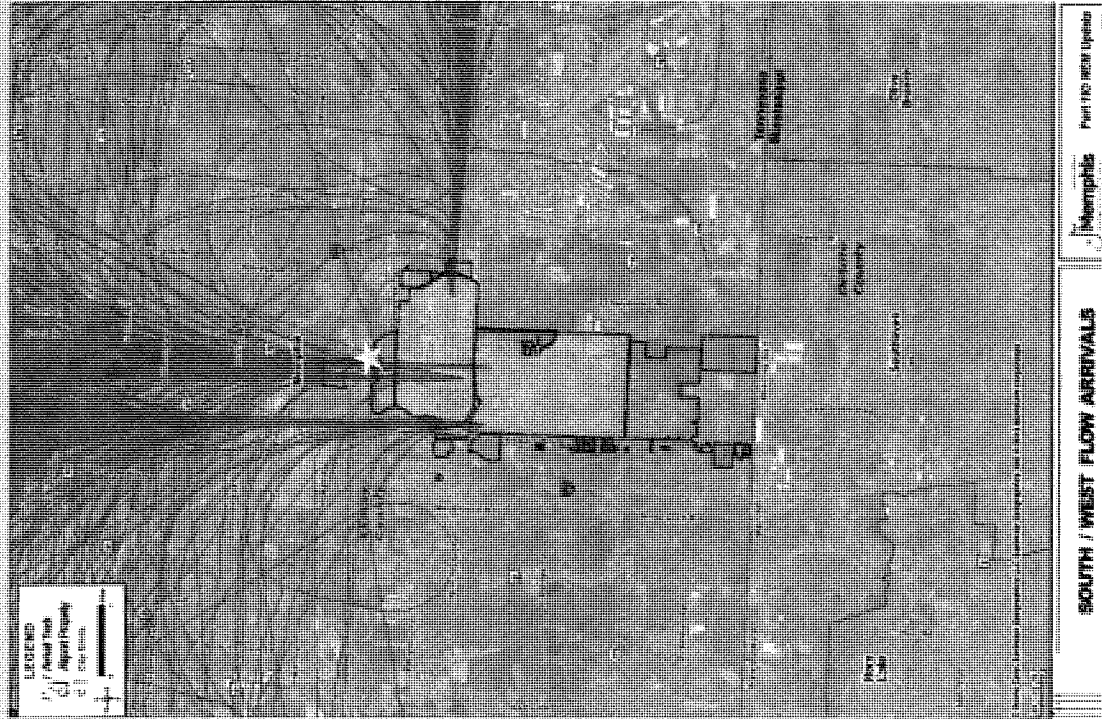
Supports HUD Livability Principles #3 & #5.

Memphis International Flight Tracking

Arrivals & Departures

Legend

-Subject Site



Projected Noise Exposure

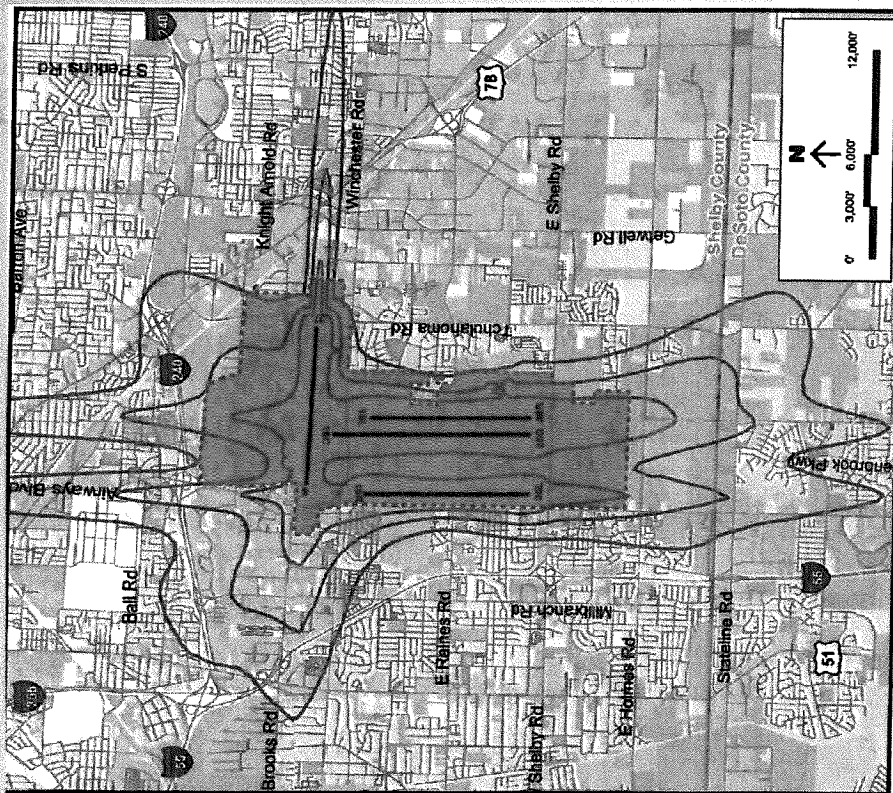


Figure 1-1
OFF-AIRPORT LAND USE AND
PROJECTED NOISE EXPOSURE

Master Plan Update
Memphis International Airport
November 2008

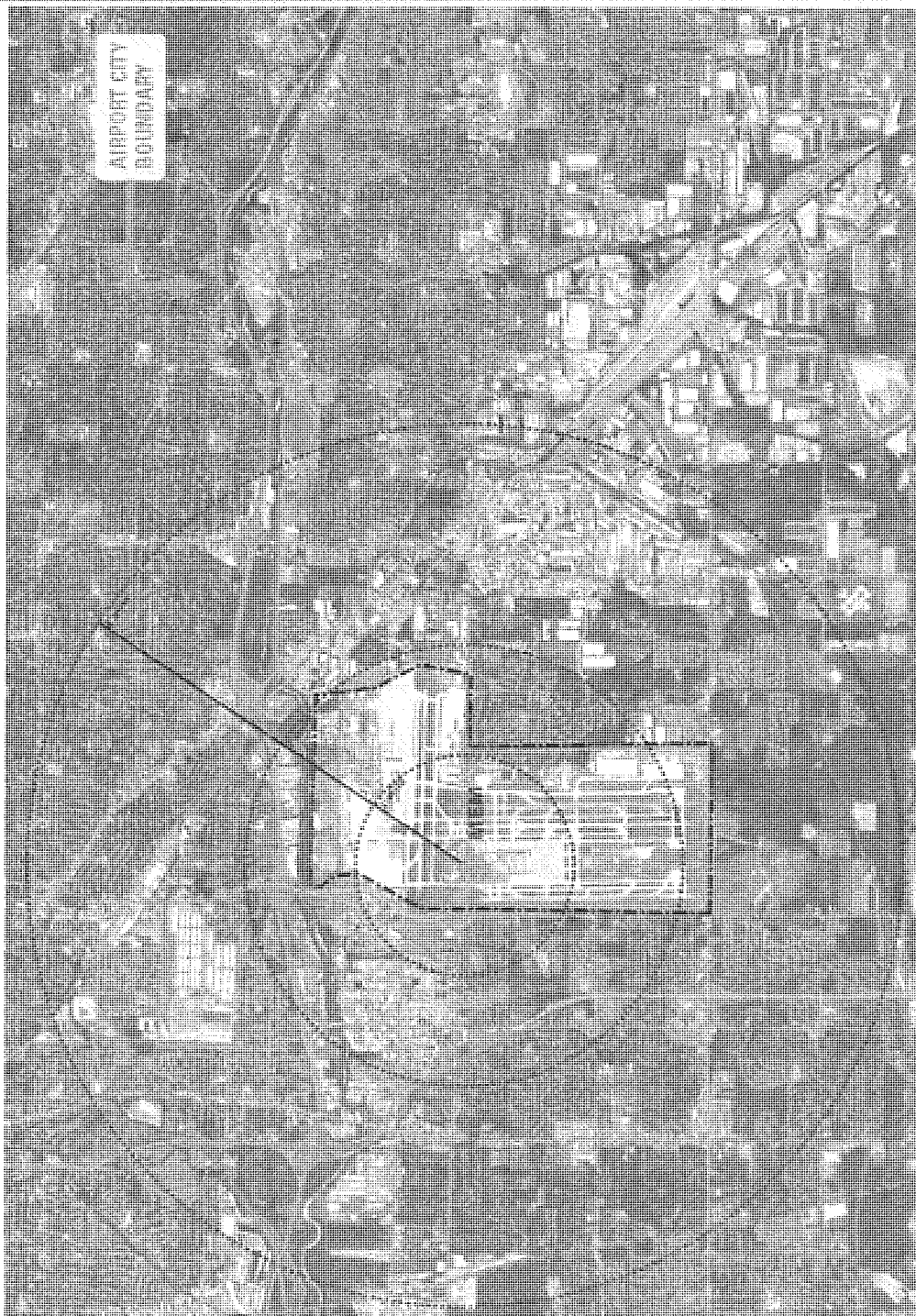
JACOBS
CONSULTANCY

LEGEND

- 2008 DNL 65
- 2008 DNL 70
- 2008 DNL 75
- Airport property line
- County boundary
- Airport
- Commercial
- Industrial
- Institutional
- Public
- Residential
- Unknown
- Parks / open space
- Vacant

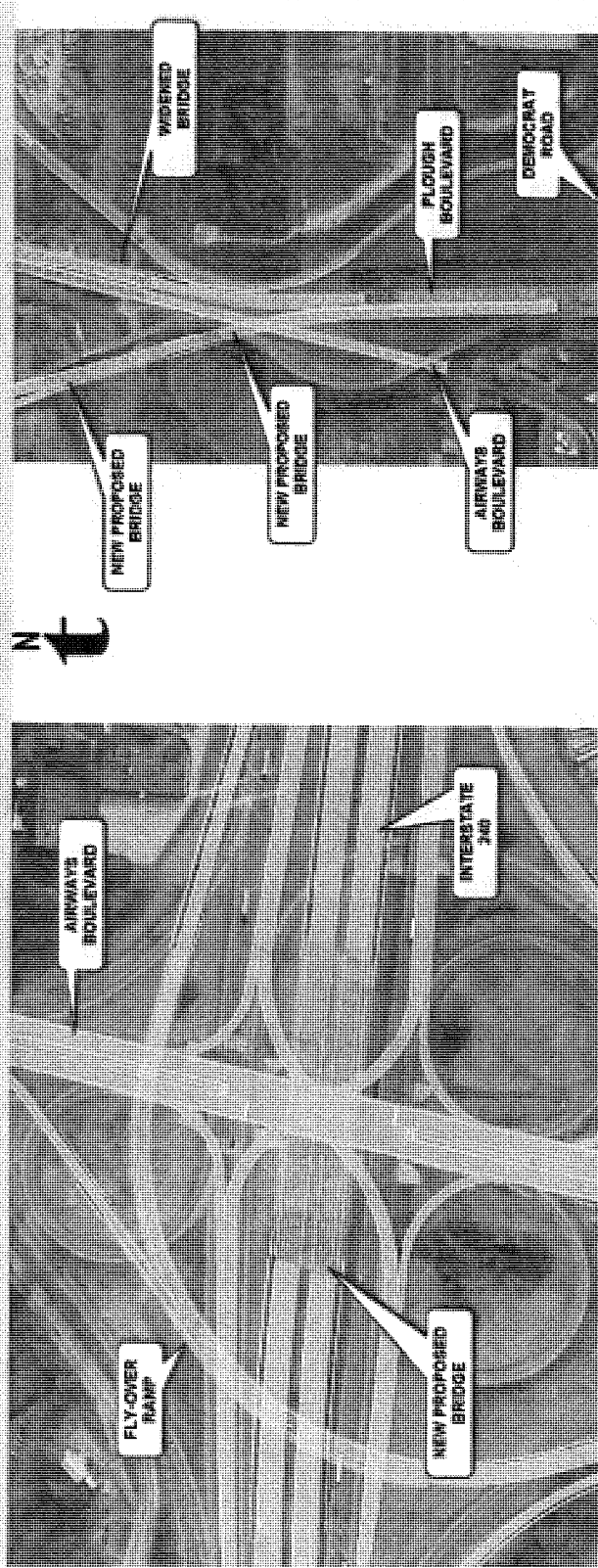
Note: Airport property line is generalized for planning purposes.
Source: FAA Form 150 Noise Compatibility Study, LRB Corporation, 2005.

FIG 1.A. PLANNING STUDY AREA: AIRPORT CITY



1-240 Interchange

2 minutes away
\$42m TDOT Interchange Construction Project
Status: In Progress
Estimated Completion Date:



Proposed I-240 Future Construction

Interchange Modification Study Interstate 240 and Airways Bypass

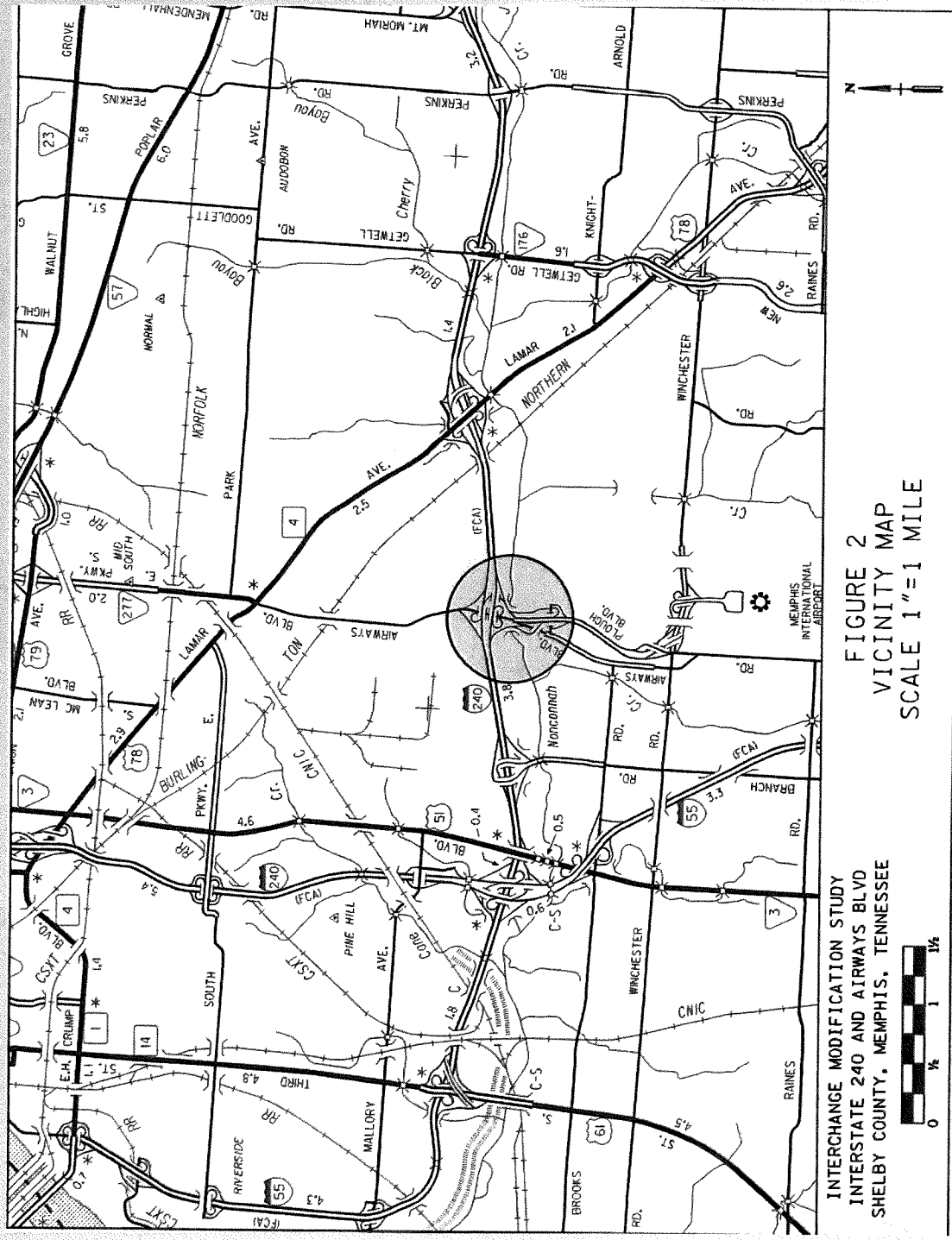


FIGURE 2
VICINITY MAP
SCALE 1"=1 MILE

INTERCHANGE MODIFICATION STUDY
INTERSTATE 240 AND AIRWAYS BLVD
SHELBY COUNTY, MEMPHIS, TENNESSEE





April 4, 2020

To Whom it May Concern:

The Greater Memphis Chamber full supports the rezoning of the Ketchum project to Emp. As a community, we lack large parcels of land to compete for the many high-quality jobs that are available in the manufacturing and logistics space. Hundreds of millions of dollars and thousands upon thousands of high paying jobs are going just south of the state line into Mississippi.

Once rezoned and in the hands of a capable developer, this Airport City Jobs District can be a true magnet for great jobs. We also vouch for the TPA Group and we have worked closely with them as they bought, invested and repositioned the former Grand Rental Event Center on Pearson and then lured Amazon's Last Mile Depot – now employing hundreds of Memphians.

We are confident that with a blank canvas to paint on at Ketchum, more high-quality jobs will soon come to Memphis.

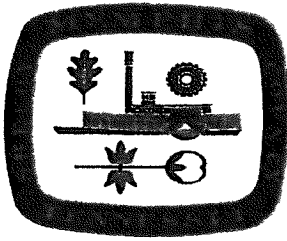
Thank you for your consideration.

Sincerely,

Susan Hadley Maynor
Interim Senior Vice President, Economic Development
Greater Memphis Chamber

Summary: This site, once rezoned, will be the best and largest site to attract jobs to the City so Memphis not at a competitive disadvantage to MS competing for jobs and capital.

Thank you!
Q&A



City Council Item Routing Sheet

Division: City Council Committee: Budget Hearing Date: July 7, 2020

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

CR-5330

Item Description: RESOLUTION approving the engineering plans for Lakehurst Drainage Improvements.

Resolution approves the engineering plans for Lakehurst Drainage Improvements located on Austin Peay Highway and Lakehurst Avenue intersection in the City of Memphis, Tennessee. Cost of the required improvements to be borne by the Developer. Resolution also authorizes the proper officials to execute the attached standard improvement contract and accept Performance Bond No. SU1159228 in the amount of \$193,500.00 on behalf of the City of Memphis.

City Engineer recommends approval.

Recommended Council Action: ADOPT 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: **No previous actions have been taking by any other entity.**

Does this item require city expenditure? No \$Click here to enter text. \$Click here to enter text.	Source and Amount of Funds:
---	-----------------------------

Approvals

Director _____ Date _____

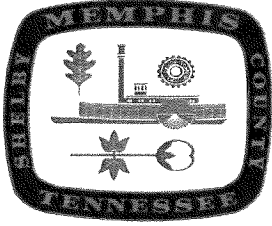
Division Chief _____ Date _____

Budget Manager _____ Date _____

Chief Financial Officer _____ Date _____

Chief Operating Officer
 _____ Date _____

Council Committee Chair
 _____ Date _____



RESOLUTION approving the engineering plans entitled **Lakehurst Drainage Improvements**

WHEREAS, **Marketplace Development, LLC** is the Developer of certain property within the present limits of the City of Memphis, located on Austin Peay Highway and Lakehurst Avenue intersection in the City of Memphis, Tennessee as indicated on the engineering plans entitled **Lakehurst Drainage Improvements** and

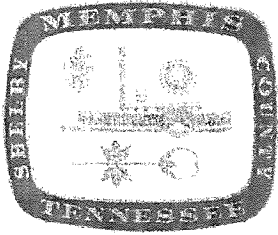
WHEREAS, the developer desires to develop the property reflected on the engineering plans; and

WHEREAS, attached hereto is a standard improvement contract entered into by and between **Marketplace Development, LLC** and the City of Memphis covering the public improvements as a part of developing the property; and

WHEREAS, the terms and conditions of the contract are in accordance with the policies of the City of Memphis for developing such a project.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the engineering plans for **Lakehurst Drainage Improvements** be and is hereby approved.

BE IT FURTHER RESOLVED, that the proper officials be and are hereby authorized to execute the attached standard improvement contract and accept Performance Bond No. SU1159228 in the amount of \$93,500.00.



City Council Item Routing Sheet

Division: City Council Committee: Budget Hearing Date: July 7, 2020

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

Item Description: **RESOLUTION** approving the engineering plans for Renasant Bank – 5575 Poplar Avenue.

Resolution approves the engineering plans for Renasant Bank – 5575 Poplar Avenue located on the southeast corner of the Poplar Avenue and Yates Road intersection at 5575 Poplar Avenue in the City of Memphis, Tennessee. Cost of the required improvements to be borne by the Developer. Resolution also authorizes the proper officials to execute the attached standard improvement contract and accept the Travelers Performance Bond No. 107187765 in the amount of \$144,900.00 on behalf of the City of Memphis.

City Engineer recommends approval.

Recommended Council Action: **ADOPT 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: **No previous actions have been taking by any other entity.**

Does this item require city expenditure? No \$Click here to enter text. \$Click here to enter text.	Source and Amount of Funds:
---	-----------------------------

Approvals

Director WS 6/30/20 Date _____

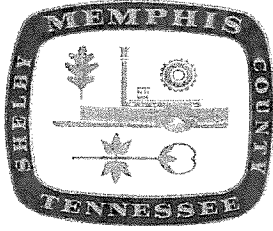
Division Chief _____ Date _____

Budget Manager _____ Date _____

Chief Financial Officer _____ Date _____

Chief Operating Officer _____ Date _____

Council Committee Chair _____ Date _____



RESOLUTION approving the engineering plans entitled **Renasant Bank
– 5575 Poplar Avenue**

WHEREAS, **Renasant Bank** is the Developer of certain property within the present limits of the City of Memphis, located on at 5575 Poplar Avenue, southeast corner lot of the Poplar Avenue and Yates Avenue inside the City of Memphis, Tennessee as indicated on the engineering plans entitled **Renasant Bank – 5575 Poplar Avenue**; and

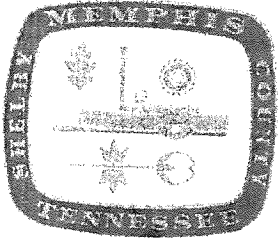
WHEREAS, the developer desires to develop the property reflected on the engineering plans; and

WHEREAS, attached hereto is a standard improvement contract entered into by and between **Renasant Bank** and the City of Memphis covering the public improvements as a part of developing the property; and

WHEREAS, the terms and conditions of the contract are in accordance with the policies of the City of Memphis for developing such a project.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the engineering plans for **Renasant Bank – 5575 Poplar Avenue**; be and is hereby approved.

BE IT FURTHER RESOLVED, that the proper officials be and are hereby authorized to execute the attached standard improvement contract and accept Travelers Performance Bond No. 107187765 in the amount of \$144,900.00.



City Council Item Routing Sheet

Division: City Council Committee: Budget Hearing Date: July 7, 2020

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

Item Description: RESOLUTION approving the engineering plans for Aviation Facilities PD Re-recording of Phase 2, 4 & 5 (UPS Oakhaven HUB).

Resolution approves the engineering plans for Aviation Facilities PD Re-recording of Phase 2, 4 & 5 (UPS Oakhaven HUB) located on northeast corner lot of Swinnea Road and Winchester 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 Travelers Performance Bond No. 107233600 in the amount of \$304,100.00 on behalf of the City of Memphis.

City Engineer recommends approval.

Recommended Council Action: ADOPT 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: No previous actions have been taking by any other entity.

Does this item require city expenditure? No

[Click here to enter text.](#)

[Click here to enter text.](#)

Source and Amount of Funds:

Approvals

Director WES 6/30/20 Date _____

Division Chief _____ Date _____

Budget Manager _____ Date _____

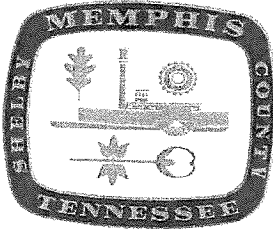
Chief Financial Officer _____ Date _____

Chief Operating Officer

_____ Date _____

Council Committee Chair

_____ Date _____



RESOLUTION approving the engineering plans entitled **Aviation Facilities PD Re-recording of Phase 2, 4 & 5 (UPS Oakhaven HUB)**

WHEREAS, **United Parcel Service, Inc.** is the Developer of certain property within the present limits of the City of Memphis, located on the northeast corner lot of the Swinnea Road and Winchester Road intersection inside the City of Memphis, Tennessee as indicated on the engineering plans entitled **Aviation Facilities PD Re-recording of Phase 2, 4 & 5 (UPS Oakhaven HUB)**; and

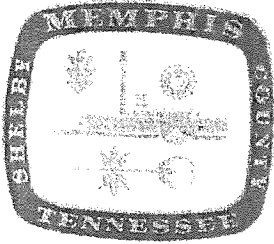
WHEREAS, the developer desires to develop the property reflected on the engineering plans; and

WHEREAS, attached hereto is a standard improvement contract entered into by and between **United Parcel Service, Inc.** and the City of Memphis covering the public improvements as a part of developing the property; and

WHEREAS, the terms and conditions of the contract are in accordance with the policies of the City of Memphis for developing such a project.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the engineering plans for **Aviation Facilities PD Re-recording of Phase 2, 4 & 5 (UPS Oakhaven HUB)**; be and is hereby approved.

BE IT FURTHER RESOLVED, that the proper officials be and are hereby authorized to execute the attached standard improvement contract and accept Travelers Performance Bond No. 107233600 in the amount of \$304,100.00.



City Council Item Routing Sheet

Division: City Council Committee: Budget Hearing Date: July 7, 2020

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

Item Description: **RESOLUTION** approving the Supplement Agreement #1 to Community Redevelopment Agency Drainage Improvements.

Resolution approves Supplemental Agreement #1 to Community Redevelopment Agency Drainage Improvements located on Keel Avenue (N. Front Street intersection to Main Street intersection) and N. Front Street (Keel Avenue intersection to Saffarans Avenue intersection) in the City of Memphis, Tennessee. Cost of the required improvements to be borne by the Developer. Resolution also authorizes the proper officials to execute the attached Supplemental Agreement #1 and accept the Tri-State Letter of Credit No. 300 in the amount of \$62,200.00.

Recommended Council Action: ADOPT 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: **April 21, 2020 CR-5327**

Does this item require city expenditure? No

[Click here to enter text.](#)

[Click here to enter text.](#)

Source and Amount of Funds:

Approvals

Director WBS 4/20/20 Date _____

Division Chief _____ Date _____

Budget Manager _____ Date _____

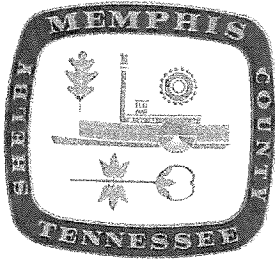
Chief Financial Officer _____ Date _____

Chief Operating Officer

_____ Date _____

Council Committee Chair

_____ Date _____



**RESOLUTION approving the Supplemental Agreement #1 to
Community Redevelopment Agency Drainage Improvements.**

WHEREAS, **Memphis and Shelby County Community Redevelopment Agency** is the Owner and Developer of certain property within the present limits of the City of Memphis, located on Saffarans Avenue, Front Street, Keel Avenue, Second Street and Chelsea Avenue, entitled **Community Redevelopment Agency Drainage Improvements**; and

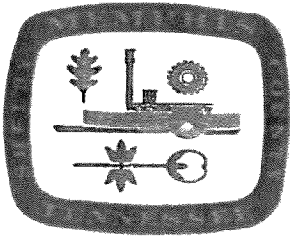
WHEREAS, the Developer entered into a Standard Improvement Contract (CR-5327) on April 21, 2020 covering all public improvements required as part of developing the Project; and

WHEREAS, attached hereto is a Supplemental Agreement #1 to CR-5327 entered into by and between Memphis and Shelby County Community Redevelopment Agency to design and construct a new permanent sanitary sewer line on Keel Avenue (N. Front Street intersection to Main Street intersection) and N. Front Street (Keel Avenue intersection to Saffarans Avenue intersection); in accordance with the agreement in Supplemental Agreement #1 and the standards and specifications of the City Engineer; and

WHEREAS, the terms and conditions of the supplemental agreement are in accordance with the policies of the City of Memphis for developing such a project.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the Supplemental Agreement #1 for Community Redevelopment Drainage Improvements be and is hereby approved.

BE IT FURTHER RESOLVED that the proper officials be and hereby authorized to execute the attached supplemental agreement and accept the Letter of Credit No. 300 in the amount of \$62,200.00 on behalf of the City of Memphis



City Council Item Routing Sheet

Division: Fire Services **Committee:** Public Safety **Hearing Date:** July 7, 2020

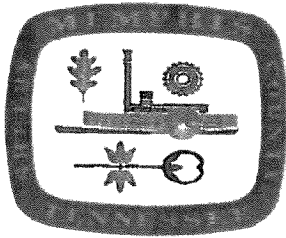
- Ordinance Resolution Grant Acceptance
 Budget Amendment Commendation Other: [Click here to enter text.](#)

Item Description: This resolution supports accepting a donation of Aruba Healthcare Connectivity Bundles during COVID-19 global pandemic valued at Thirteen Thousand Eight Hundred Sixty-Eight Dollars (\$13,868.00) from Hewlett Packard Enterprise. This donation is to support qualified healthcare organizations in quickly meeting networking needs at pop-up testing sites, clinics, and temporary hospital facilities during COVID-19 crisis.	
Recommended Council Action: Accept 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: No previous actions have been taking by any other entity. None	
Does this item require city expenditure? No \$ \$Click here to enter text.	Source and Amount of Funds: Donation \$ Federal Funds

Approvals

Director *[Signature]* Date 6-5-20
 Division Chief _____ Date _____
 Budget Manager _____ Date _____
 Chief Financial Officer _____ Date _____

Chief Operating Officer *[Signature]* Date 6/5/20
 Council Committee Chair _____ Date _____



Memphis City Council Summary Sheet

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

This resolution supports accepting a donation of Aruba Healthcare Connectivity Bundles during COVID-19 global pandemic valued at Thirteen Thousand Eight Hundred Sixty-Eight Dollars (\$13,868.00) from Hewlett Packard Enterprise. This donation is to support qualified healthcare organizations in quickly meeting networking needs at pop-up testing sites, clinics, and temporary hospital facilities during COVID-19 crisis.

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

The Fire Division is the initiating party of this resolution.

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

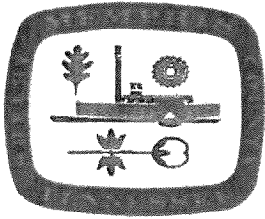
This is the original resolution.

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

The resolution does not require a new contract or amend an existing contract.

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

The resolution does not require a budget to be established.



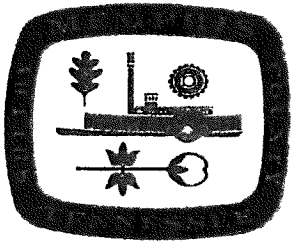
A resolution to accept donations of Aruba Healthcare Connectivity Bundles during the COVID-19 global pandemic valued at Thirteen Thousand Eight Hundred Sixty-Eight Dollars and no/100 (\$13,868.00) from Hewlett Packard Enterprise.

WHEREAS, The City of Memphis Division of Fire Services has been awarded a donation of Aruba Healthcare Connectivity Bundles from Hewlett Packard Enterprise. The donation has an estimated value of Thirteen Thousand Eight Hundred Sixty-Eight Dollars and no/100 (\$13,868.00); and

WHEREAS, The Aruba Healthcare Connectivity Bundles were donated to support qualified healthcare organizations in quickly meeting networking needs at pop-up testing sites, clinics, and temporary hospital facilities during COVID-19 crisis; and

WHEREAS, It is necessary to accept the Aruba Healthcare Connectivity Bundles; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the donation of Aruba Healthcare Connectivity Bundles be accepted by the City of Memphis.



6157

City Council Item Routing Sheet

RECEIVED
 JUN 03 2020
 Finance Division
 Budget
Received

JUN 04 2020

Chief Administrative Office

- Ordinance
- Resolution
- Grant Acceptance
- Budget Amendment
- Commendation
- Other: Click here to enter text.

Item Description (Not the caption, but what does it do): This resolution allows the City of Memphis through the Division of Police Services to accept grant funds in the amount of Four Hundred and Nine Thousand, Four Hundred Sixty Seven dollars and Fifty Cents (\$409,467.50) from Shelby County Government through the U.S. Department of Justice

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: No previous action has been taken by any other entity.

Does this item require city expenditure? NO	Source and Amount of Funds
\$409,467.50 Revenue to be received	FY2020 Operating Budget
	\$409,467.50 <u>Federal/State/Other</u>

Approvals

Director: *Michael W. Pallares* Date 5/29/20

Chief Administrative Officer: *[Signature]* Date 6/3/20

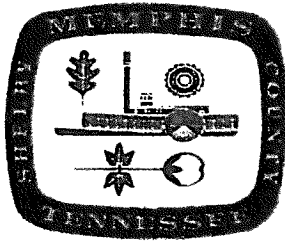
Director: _____ Date _____

Budget Manager: *Gamethis Wyatt* Date 6/3/2020

Chief Financial Officer: *[Signature]* Date 06/03/2020

Council Committee Chair: _____ Date _____

City Attorney: *[Signature]* Date 6-3-2020



Memphis City Council Summary Sheet

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

Resolution seeking acceptance and appropriation of grant funds in the amount of \$409,467.50 from Shelby County Government for the Federal FY19 Justice Assistance Grant Program on behalf of the Memphis Police Department.

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

The City of Memphis Police Department at the request of Shelby County Government.

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

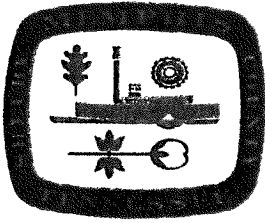
This is not a change to an existing ordinance or resolution.

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

This Resolution does not require a new or amended contract.

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

Acceptance will require an amendment to the FY2020 Operating Budget to appropriate the funds.



A resolution to accept and appropriate grant funds in the amount of Four Hundred and Nine Thousand, Four Hundred Sixty Seven Dollars and Fifty Cents (\$409,467.50) from Shelby County Government through the U.S. Department of Justice.

WHEREAS, The City of Memphis Division of Police Services has been awarded grant funds in the amount of Four Hundred and Nine Thousand Four Hundred Sixty Seven Dollars and Fifty Cents (\$409,467.50) from Shelby County Government through the U.S. Department of Justice for the Federal FY2019 Local Edward Byrne Justice Assistance Grant Program (JAG); and

WHEREAS, these funds will provide funds for Training, CrimeStoppers, and Equipment; and

WHEREAS, it is necessary to accept the grant funding and amend the FY2020 Operating Budget to establish funds for the Federal FY2019 Local Edward Byrne Justice Assistance Grant Program; and

WHEREAS, it is necessary to allocate and appropriate the Federal FY2019 grant funds in the amount of Four Hundred and Nine Thousand, Four Hundred Sixty Seven Dollars and Fifty Cents (\$409,467.50) for the FY19 Local Edward Byrne Justice Assistance Grant Program.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the Federal FY19 Local Edward Byrne Justice Assistance Grant Program in the amount of Four Hundred and Nine Thousand, Four Hundred Sixty Seven Dollars and Fifty Cents (\$409,467.50) be accepted and appropriated by the City of Memphis.

BE IT FURTHER RESOLVED, that the FY2020 Operating budget be and is hereby amended by appropriating the Expenditures and revenues for the FY2019 Local Edward Byrne Justice Grant Program in the amount of Four Hundred and Nine Thousand, Four Hundred Sixty Seven dollars and Fifty Cents (\$409,467.50) as follows:

Revenue	
Shelby County Government	<u>\$409,467.50</u>
Total	\$409,467.50
Expenditures	
Equipment	\$250,000.00
Payment to Sub- grantee	\$100,000.00
Training	<u>\$ 59,467.50</u>
Total	\$409,467.50

MEMORANDUM OF AGREEMENT

BETWEEN THE CITY OF MEMPHIS, TN AND COUNTY OF SHELBY, TN

2019 LOCAL EDWARD BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this day of August 21, 2019, by and between The COUNTY of Shelby, acting by and through its governing body, the Shelby County Board of Commissioners, hereinafter referred to as COUNTY, and the CITY of Memphis, TN acting by and through its governing body, hereinafter referred to as CITY, all of Shelby County, State of Tennessee, witnesseth:

WHEREAS, the CITY and COUNTY are jointly eligible to receive \$818,935 in 2019 Local Edward Byrne Memorial Justice Assistance Grant Funds (JAG Funds); and

WHEREAS, the Bureau of Justice Assistance requires that the governmental entities execute a Memorandum of Agreement identifying which jurisdiction will serve as the applicant/fiscal agent for said joint funds; and

WHEREAS, the CITY and COUNTY believe it to be in their best interests to reallocate the JAG Funds to each entity as outlined in the attached Exhibit A; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this Agreement; and

WHEREAS, the CITY and COUNTY have agreed that the COUNTY will be the applicant for the 2019 Local Edward Byrne Memorial Justice Assistance Grant; and

WHEREAS, the COUNTY agrees to provide the CITY the amount of JAG Funds identified in Exhibit A, outlining proposed expenditures of JAG Funds.

NOW THEREFORE, subject to the availability of funding by and through approval of the JAG Funds the COUNTY and CITY hereby agree with the following responsibilities:

Section 1.

COUNTY agrees to pay CITY JAG funds as outlined in the attached Exhibit A, which shall be fully incorporated by reference herein. The amount is based upon the understanding that said JAG Funds awarded in the total amount of \$818,935.00 must be split between the CITY and COUNTY. Should the total amount of JAG Funds awarded differ from the amount specified herein, the COUNTY agrees that said JAG Funds will be reallocated between the CITY and COUNTY on a proportionate basis. The entire amount due to CITY will be disbursed to the CITY within 45 days of the passage of a proper resolution by the Shelby County Board of Commissioners approving the grant award and accepting said JAG Funds. COUNTY agrees to use its best efforts to remit to the CITY its share of the JAG Funds upon COUNTY'S receipt of said funds in recognition of the CITY'S plans to use all or a portion of these funds immediately upon receipt for specified grant initiatives.

Section 2. CITY agrees to use funds from the JAG award for the grant expenditures as outlined in the attached budget through September 30, 2022; provided however that the CITY is responsible for allocation of its share of grant funds as it deems appropriate, pursuant to the terms of the subject grant.

Section 3. CITY and COUNTY agree that any interest earned on the investment of JAG grant funds in an interest bearing account shall belong solely to the party in whose account said interest was earned or to the party that has been allocated said JAG funds, if the COUNTY has not distributed to the CITY its share. Further, said party shall have sole discretion concerning expenditure of such interest to the extent that such expenditure meets JAG grant expenditure guidelines.

Section 4. COUNTY agrees to provide a final written copy of the entire 2019 Local Edward Byrne Memorial Justice Assistance Grant Application prior to final submission to CITY. CITY shall have the right to approve, in writing, the final grant application insofar as it relates to the portion of funds allocated to CITY. Furthermore, CITY shall have the right to be present when the final 2019 Local Edward Byrne Memorial Justice Assistance Grant Application is electronically submitted to the Bureau of Justice Assistance.

Section 5. Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by the Tennessee Government Tort Liability Act.

Section 6. Nothing in the performance of this Agreement shall impose any liability for claims against CITY other than claims for which liability may be imposed by the Tennessee Government Tort Liability Act.

Section 7. Each party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 8. The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 9. By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set forth herein. Further, this Agreement shall not create any rights in any party not a signatory hereto.

Section 10. COUNTY hereby agrees to provide notice to the CITY of all correspondence with the Bureau of Justice Assistance concerning the administration of the JAG grant. Such notice shall be given by providing the CITY with a copy of such correspondence.

Section 11. The term of this Agreement shall commence immediately upon the effective date of the 2019 JAG Award and end on the 30th day of September 2022 unless otherwise extended by written Agreement between the parties. The parties agree that this Agreement applies only to the 2019 Edward Byrne JAG Program Award, and that nothing in this Agreement shall be construed to require either party to maintain similar terms and conditions for any existing and/or additional JAG Program Grant Awards.

Section 12. CITY and COUNTY agree that during all relevant times each will observe and comply with all applicable DOJ guidelines and the JAG grant and any other applicable federal, state, and local laws, ordinances, and regulations that affect the expenditure of said grant funds in any manner. In the event of any ambiguity or conflict in any such guidelines, contract provisions, or applicable laws or regulations, each party, in order to assure its compliance with the covenant set forth in this paragraph, shall be responsible for obtaining an accurate written interpretation of the same from the DOJ, and copy the other party.

Section 13. The books, records and documents of CITY, insofar as they relate to work performed or money accepted under this Agreement, shall be maintained in conformity with generally accepted accounting principles as promulgated by the American Institute of Certified Public Accountants (AICPA), and these shall be subject to an audit, at any

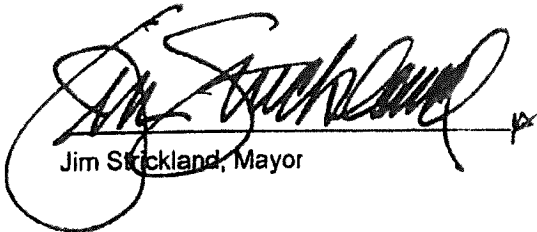
reasonable time and upon reasonable notice, by the COUNTY or its duly appointed representatives or a licensed independent certified public accountant.

Section 14. This Agreement will be interpreted in accordance with the laws of the State of Tennessee.

Section 15. CITY and COUNTY shall assure recognition of the role of DOJ in providing the funding through this Agreement by including proper recognition in any related printed material as determined in the grant assurances and special conditions.

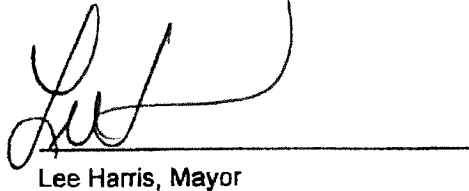
Section 16. A determination that any part of this Agreement is invalid shall not invalidate or impair the force or effect of any other part thereof, except to the extent that such other part is wholly dependent for its operation on the part declared invalid.

CITY OF Memphis, TN



Jim Strickland, Mayor

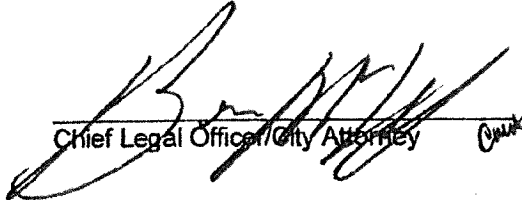
COUNTY OF Shelby, TN



Lee Harris, Mayor

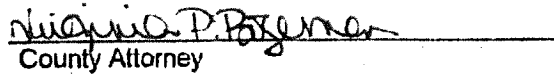
ATTEST:

APPROVED AS TO FORM:



Chief Legal Officer/City Attorney

APPROVED AS TO FORM AND LEGALITY:



County Attorney

Exhibit A

City of Memphis	\$ 409,467.50
Shelby County Government	\$ 409,467.50
<hr/>	
Total	\$ 818,935.00



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Grant

PAGE 1 OF 29

1. RECIPIENT NAME AND ADDRESS (including Zip Code) Shelby County 160 North Main Street Suite 850 Memphis, TN 38103-1866		4. AWARD NUMBER: 2019-DJ-EX-0867	
2a. GRANTEE IRS/VENDOR NO. 62600842		5. PROJECT PERIOD: FROM 10/01/2018 TO 09/30/2022 BUDGET PERIOD: FROM 10/01/2018 TO 09/30/2022	
2b. GRANTEE DUNS NO. 041174889		6. AWARD DATE 09/21/2019	7. ACTION Initial
3. PROJECT TITLE City of Memphis / Shelby County FY19 JAG Grant		8. SUPPLEMENT NUMBER 00	
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).		9. PREVIOUS AWARD AMOUNT \$ 0	
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY19(BJA - JAG State and JAG Local) Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10151-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151 - 10159); see also 28 U.S.C. 530C(a).		10. AMOUNT OF THIS AWARD \$ 818,935	
14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number) 16.738 - Edward Byrne Memorial Justice Assistance Grant Program		11. TOTAL AWARD \$ 818,935	
15. METHOD OF PAYMENT GPRS			
AGENCY APPROVAL		GRANTEE ACCEPTANCE	
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Katherine T. Sullivan Principal Deputy Assistant Attorney General		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Leo Harris Mayor	
17. SIGNATURE OF APPROVING OFFICIAL 		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL 	19A. DATE 10/2/19
AGENCY USE ONLY			
20. ACCOUNTING CLASSIFICATION CODES FISCAL FUND BUD. DIV. YEAR CODE ACT. OFC. REG. SUB. POMS AMOUNT X B DJ 80 00 00 818935		21. IUDJKT1482	

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)

APPROVED AS TO FORM
AND LEGALITY:

Contract Administrator/
Assistant County Attorney



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Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET**
Grant

PAGE 2 OF 29

PROJECT NUMBER 2019-DJ-BX-0867

AWARD DATE 09/21/2019

SPECIAL CONDITIONS

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award. By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts all such assurances or certifications as if personally executed by the authorized recipient official.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The U.S. Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2019 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2019 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2019 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

OJP FORM 4000/2 (REV. 4-88)



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET**
Grant

PAGE 3 OF 29

PROJECT NUMBER 2019-DJ-BX-0867

AWARD DATE 09/21/2019

SPECIAL CONDITIONS

3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2017, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after – (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2017, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

OJP FORM 40002 (REV. 4-88)



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET**
Grant

PAGE 4 OF 29

PROJECT NUMBER 2019-DJ-BX-0867

AWARD DATE 09/21/2019

SPECIAL CONDITIONS

7. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

8. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

OJP FORM 40002 (REV. 4-88)

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U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET**
Grant

PAGE 5 OF 29

PROJECT NUMBER 2019-DJ-BX-0867

AWARD DATE 09/21/2019

SPECIAL CONDITIONS

9. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form 1-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or

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U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET**
Grant

PAGE 6 OF 29

PROJECT NUMBER 2019-DJ-BX-0867

AWARD DATE 09/21/2019

SPECIAL CONDITIONS

any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

10. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) – (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

11. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that – for purposes of federal grants administrative requirements – OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

12. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that – for purposes of federal grants administrative requirements – OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

OJP FORM 40002 (REV. 4-88)

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U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 7 OF 29

PROJECT NUMBER 2019-DJ-BX-0867

AWARD DATE 09/21/2019

SPECIAL CONDITIONS

13. Unreasonable restrictions on competition under the award; association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

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U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET**
Grant

PAGE 8 OF 29

PROJECT NUMBER 2019-DJ-BX-0867

AWARD DATE 09/21/2019

SPECIAL CONDITIONS

14. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

15. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ) or in the application for any subaward, at any tier, the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

16. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

17. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

18. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.

OJP FORM 40002 (REV. 4-88)

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U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET**
Grant

PAGE 9 OF 29

PROJECT NUMBER 2019-DJ-BX-0867

AWARD DATE 09/21/2019

SPECIAL CONDITIONS

19. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

20. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

21. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

23. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

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U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 10 OF 29

PROJECT NUMBER 2019-DJ-BX-0867

AWARD DATE 09/21/2019

SPECIAL CONDITIONS

24. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

25. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2019)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2019, are set out at <https://ojp.gov/funding/Explore/FY19AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

26. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

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U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

AWARD CONTINUATION
SHEET
Grant

PAGE 11 OF 29

PROJECT NUMBER 2019-DJ-BX-0867

AWARD DATE 09/21/2019

SPECIAL CONDITIONS

27. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

DJP FORM 40002 (REV. 4-88)

JAC



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET**
Grant

PAGE 12 OF 29

PROJECT NUMBER 2019-DJ-BX-0867

AWARD DATE 09/21/2019

SPECIAL CONDITIONS

28. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

29. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

30. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

JMC



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 13 OF 29

PROJECT NUMBER 2019-DJ-BX-0867

AWARD DATE 09/21/2019

SPECIAL CONDITIONS

31. Noninterference (within the funded "program or activity") with federal law enforcement; 8 U.S.C. 1373 and 1644; ongoing compliance

1. With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any subrecipient at any tier), throughout the period of performance, no State or local government entity, - agency, or -official may prohibit or in any way restrict- (1) any government entity or -official from sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. 1373(a); or (2) a government entity or -agency from sending, requesting or receiving, maintaining, or exchanging information regarding immigration status as described in either 8 U.S.C. 1373(b) or 1644. Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.

2. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.

3. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) that the recipient, or any subrecipient at any tier that is a State, a local government, or a public institution of higher education, incurs to implement this condition.

4. Rules of Construction

A. For purposes of this condition:

(1) "State" and "local government" include any agency or other entity thereof, but not any institution of higher education or any Indian tribe.

(2) A "public" institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")

(3) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).

(4) "Immigration status" means what it means under 8 U.S.C. 1373 and 8 U.S.C. 1644; and terms that are defined in 8 U.S.C. 1101 mean what they mean under that section 1101, except that "State" also includes American Samoa.

(5) Pursuant to the provisions set out at (or referenced in) 8 U.S.C. 1551 note ("Abolition ... and Transfer of Functions"), references to the "Immigration and Naturalization Service" in 8 U.S.C. 1373 and 1644 are to be read as references to particular components of the Department of Homeland Security (DHS).

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

MAC



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET**
Grant

PAGE 14 OF 29

PROJECT NUMBER 2018-DJ-BX-0867

AWARD DATE 09/21/2019

SPECIAL CONDITIONS

32. No use of funds to interfere with federal law enforcement: 8 U.S.C. 1373 and 1644; ongoing compliance

1. Throughout the period of performance, no State or local government entity, -agency, or -official may use funds under this award (including under any subaward, at any tier) to prohibit or in any way restrict- (1) any government entity or -official from sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. 1373(a); or (2) a government entity or -agency from sending, requesting or receiving, maintaining, or exchanging information regarding immigration status as described in either 8 U.S.C. 1373(b) or 1644. Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.

2. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.

3. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) that the recipient, or any subrecipient at any tier that is a State, a local government, or a public institution of higher education, incurs to implement this condition.

4. Rules of Construction. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: 8 U.S.C. 1373 and 1644; ongoing compliance" condition are incorporated by reference as though set forth here in full.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET**
Grant

PAGE 15 OF 29

PROJECT NUMBER 2019-DJ-BX-0867

AWARD DATE 09/21/2019

SPECIAL CONDITIONS

33. Authority to obligate award funds contingent on noninterference (within the funded "program or activity") with federal law enforcement: 8 U.S.C. 1373 and 1644; unallowable costs; notification

1. If the recipient is a "State," a local government, or a "public" institution of higher education:

A. The recipient may not obligate award funds if, at the time of the obligation, the "program or activity" of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that is funded in whole or in part with award funds is subject to any "information-communication restriction."

B. In addition, with respect to any project costs it incurs "at risk," the recipient may not obligate award funds to reimburse itself if -- at the time it incurs such costs -- the program or activity of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that would be reimbursed in whole or in part with award funds was subject to any information-communication restriction.

C. Any drawdown of award funds by the recipient shall be considered, for all purposes, to be a material representation by the recipient to OJP that, as of the date the recipient requests the drawdown, the recipient and each subrecipient (regardless of tier) that is a State, local government, or public institution of higher education, is in compliance with the award condition entitled "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644; ongoing compliance."

D. The recipient must promptly notify OJP (in writing) if the recipient, from its requisite monitoring of compliance with award conditions or otherwise, has credible evidence that indicates that the funded program or activity of the recipient, or of any subrecipient at any tier that is either a State or a local government or a public institution of higher education, may be subject to any information-communication restriction. In addition, any subaward (at any tier) to a subrecipient that is a State, a local government, or a public institution of higher education must require prompt notification to the entity that made the subaward, should the subrecipient have such credible evidence regarding an information-communication restriction.

2. Any subaward (at any tier) to a subrecipient that is a State, a local government, or a public institution of higher education must provide that the subrecipient may not obligate award funds if, at the time of the obligation, the program or activity of the subrecipient (or of any further such subrecipient at any tier) that is funded in whole or in part with award funds is subject to any information-communication restriction.

3. Absent an express written determination by DOJ to the contrary, based upon a finding by DOJ of compelling circumstances (e.g., a small amount of award funds obligated by the recipient at the time of a subrecipient's minor and transitory non-compliance, which was unknown to the recipient despite diligent monitoring), any obligations of award funds that, under this condition, may not be made shall be unallowable costs for purposes of this award. In making any such determination, DOJ will give great weight to evidence submitted by the recipient that demonstrates diligent monitoring of subrecipient compliance with the requirements set out in the "Noninterference ... 8 U.S.C. 1373 and 1644; ongoing compliance" award condition.

4. Rules of Construction

A. For purposes of this condition "information-communication restriction" has the meaning set out in the "Noninterference ... 8 U.S.C. 1373 and 1644; ongoing compliance" condition.

B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference ... 8 U.S.C. 1373 and 1644; ongoing compliance" condition are incorporated by reference as though set forth here in full.

OJP FORM 40002 (REV. 4-88)



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

AWARD CONTINUATION
SHEET
Grant

PAGE 16 OF 29

PROJECT NUMBER 2019-DJ-BX-0867

AWARD DATE 09/21/2019

SPECIAL CONDITIONS

34. Authority to obligate award funds contingent on no use of funds to interfere with federal law enforcement: 8 U.S.C. 1373 and 1644; unallowable costs; notification

1. If the recipient is a "State," a local government, or a "public" institution of higher education:

A. The recipient may not obligate award funds if, at the time of the obligation, the "program or activity" of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that is funded in whole or in part with award funds is subject to any "information-communication restriction."

B. In addition, with respect to any project costs it incurs "at risk," the recipient may not obligate award funds to reimburse itself if – at the time it incurs such costs – the program or activity of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that would be reimbursed in whole or in part with award funds was subject to any information-communication restriction.

C. Any drawdown of award funds by the recipient shall be considered, for all purposes, to be a material representation by the recipient to OJP that, as of the date the recipient requests the drawdown, the recipient and each subrecipient (regardless of tier) that is a State, local government, or public institution of higher education, is in compliance with the award condition entitled "No use of funds to interfere with federal law enforcement: 8 U.S.C. 1373 and 1644; ongoing compliance."

D. The recipient must promptly notify OJP (in writing) if the recipient, from its requisite monitoring of compliance with award conditions or otherwise, has credible evidence that indicates that the funded program or activity of the recipient, or of any subrecipient at any tier that is either a State or a local government or a public institution of higher education, may be subject to any information-communication restriction. In addition, any subaward (at any tier) to a subrecipient that is a State, a local government, or a public institution of higher education must require prompt notification to the entity that made the subaward, should the subrecipient have such credible evidence regarding an information-communication restriction.

2. Any subaward (at any tier) to a subrecipient that is a State, a local government, or a public institution of higher education must provide that the subrecipient may not obligate award funds if, at the time of the obligation, the program or activity of the subrecipient (or of any further such subrecipient at any tier) that is funded in whole or in part with award funds is subject to any information-communication restriction.

3. Absent an express written determination by DOJ to the contrary, based upon a finding by DOJ of compelling circumstances (e.g., a small amount of award funds obligated by the recipient at the time of a subrecipient's minor and transitory non-compliance, which was unknown to the recipient despite diligent monitoring), any obligations of award funds that, under this condition, may not be made shall be unallowable costs for purposes of this award. In making any such determination, DOJ will give great weight to evidence submitted by the recipient that demonstrates diligent monitoring of subrecipient compliance with the requirements set out in the "No use of funds to interfere ... 8 U.S.C. 1373 and 1644; ongoing compliance" award condition.

4. Rules of Construction. The "Rules of Construction" set out in the "Authority to obligate award funds contingent on noninterference (within the funded "program or activity") with federal law enforcement: 8 U.S.C. 1373 and 1644; unallowable costs; notification" condition are incorporated by reference as though set forth here in full.

OJP FORM 40002 (REV. 4-88)



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 17 OF 29

PROJECT NUMBER 2019-DJ-BX-0867

AWARD DATE 09/21/2019

SPECIAL CONDITIONS

35. Noninterference (within the funded "program or activity") with federal law enforcement: No public disclosure of certain law enforcement sensitive information

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the recipient accepts this award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward (at any tier).

1. Noninterference: No public disclosure of federal law enforcement information in order to conceal, harbor, or shield

Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. 1, 49, 227), no public disclosure may be made of any federal law enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12 -- without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition--

(1) the term "alien" means what it means under section 101 of the Immigration and Nationality Act (see 8 U.S.C. 1101(a)(3));

(2) the term "federal law enforcement information" means law enforcement sensitive information communicated or made available, by the federal government, to a State or local government entity, -agency, or -official, through any means, including, without limitation-- (1) through any database, (2) in connection with any law enforcement partnership or -task-force, (3) in connection with any request for law enforcement assistance or -cooperation, or (4) through any deconfliction (or courtesy) notice of planned, imminent, commencing, continuing, or impending federal law enforcement activity;

(3) the term "law enforcement sensitive information" means records or information compiled for any law enforcement purpose; and

(4) the term "public disclosure" means any communication or release other than one-- (a) within the recipient, or (b) to any subrecipient (at any tier) that is a government entity.

B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded program or activity) with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance" award condition are incorporated by reference as though set forth here in full.

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U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

AWARD CONTINUATION
SHEET
Grant

PAGE 18 OF 29

PROJECT NUMBER 2019-DI-BX-0867

AWARD DATE 09/21/2019

SPECIAL CONDITIONS

36. No use of funds to interfere with federal law enforcement: No public disclosure of certain law enforcement sensitive information

SCOPE. This condition applies as of the date the recipient accepts this award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward (at any tier).

1. No use of funds to interfere: No public disclosure of federal law enforcement information in order to conceal, harbor, or shield

Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. 1, 49, 227), no funds under this award may be used to make any public disclosure of any federal law enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12 -- without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction.

The "Rules of Construction" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: No public disclosure of certain law enforcement sensitive information" award condition are incorporated by reference as though set forth here in full.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET**
Grant

PAGE 19 OF 29

PROJECT NUMBER 2019-DJ-BX-0867

AWARD DATE 09/21/2019

SPECIAL CONDITIONS

37. Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by this award, as of the date the recipient accepts this award, and throughout the remainder of the period of performance for the award. Its provisions must be among those included in any subaward (at any tier).

1. Noninterference with statutory law enforcement access to correctional facilities

Consistent with federal law enforcement statutes and regulations -- including 8 U.S.C. 1357(a), under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States," and 8 C.F.R. 287.5(a), under which that power may be exercised "anywhere in or outside the United States" -- within the funded program or activity, no State or local government entity, -agency, or -official may interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose of "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition:

(1) The term "alien" means what it means under section 101 of the Immigration and Nationality Act (INA) (see 8 U.S.C. 1101(a)(3)).

(2) The term "correctional facility" means what it means under the title I of the Omnibus Crime Control and Safe Streets Act of 1968 (see 34 U.S.C. 10251(a)(7)).

(3) The term "impede" includes taking or continuing any action, or implementing or maintaining any law, policy, rule, or practice, that--

(a) is designed to prevent or to significantly delay or complicate, or

(b) has the effect of preventing or of significantly delaying or complicating.

B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded program or activity) with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance" award condition are incorporated by reference as though set forth here in full.

JAC



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET**
Grant

PAGE 20 OF 29

PROJECT NUMBER 2019-DJ-BX-0867

AWARD DATE 09/21/2019

SPECIAL CONDITIONS

38. No use of funds to interfere with federal law enforcement: Interrogation of certain aliens

SCOPE. This condition applies as of the date the recipient accepts this award, and throughout the remainder of the period of performance for the award. Its provisions must be among those included in any subaward (at any tier).

1. No use of funds to interfere with statutory law enforcement access to correctional facilities

Consonant with federal law enforcement statutes and regulations -- including 8 U.S.C. 1357(e), under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States," and 8 C.F.R. 287.5(a), under which that power may be exercised "anywhere in or outside the United States" -- no State or local government entity, -agency, or -official may use funds under this award to interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose of "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction.

The "Rules of Construction" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens" award condition are incorporated by reference as though set forth here in full.

JMC



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 21 OF 29

PROJECT NUMBER 2019-DJ-BX-0867

AWARD DATE 09/21/2019

SPECIAL CONDITIONS

39. Noninterference (within the funded "program or activity") with federal law enforcement: Notice of scheduled release

SCOPE This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the recipient accepts the award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward at any tier.

1. Noninterference with "removal" process: Notice of scheduled release date and time

Consistent with federal law enforcement statutes -- including 8 U.S.C. 1231 (for an alien incarcerated by a State or local government, a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien from the U.S. "begins" no later than "the date the alien is released from ... confinement"; also, the federal government is expressly authorized to make payments to a "State or a political subdivision of the State ... with respect to the incarceration of [an] undocumented criminal alien"); 8 U.S.C. 1226 (the federal government "shall take into custody" certain criminal aliens "when the alien is released"); and 8 U.S.C. 1366 (requiring an annual DOJ report to Congress on "the number of illegal alien[felons] in Federal and State prisons" and programs underway "to ensure the prompt removal" from the U.S. of removable "criminal aliens") -- within the funded program or activity, no State or local government entity, -agency, or -official (including a government-contracted correctional facility) may interfere with the "removal" process by failing to provide -- as early as practicable (see para. 4.C. below) -- advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. The "Rules of Construction" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens" award condition are incorporated by reference as though set forth here in full.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity or individual to maintain (or detain) any individual in custody beyond the date and time the individual otherwise would have been released.

C. Applicability

(1) Current DHS practice is ordinarily to request advance notice of scheduled release "as early as practicable (at least 48 hours, if possible)." (See DHS Form I-247A (3/17)). If (e.g., in light of the date DHS made such request) the scheduled release date and time for an alien are such as not to allow for the advance notice that DHS has requested, it shall NOT be a violation of this condition to provide only as much advance notice as practicable.

(2) Current DHS practice is to use the same form for a second, distinct purpose -- to request that an individual be detained for up to 48 hours AFTER the scheduled release. This condition does NOT encompass such DHS requests for detention.

JME



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET**
Grant

PAGE 22 OF 29

PROJECT NUMBER 2019-DJ-BX-0867

AWARD DATE 09/21/2019

SPECIAL CONDITIONS

40. No use of funds to interfere with federal law enforcement: Notice of scheduled release

SCOPE. This condition applies as of the date the recipient accepts the award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward at any tier.

1. No use of funds to interfere with "removal" process: Notice of scheduled release date and time

Consonant with federal law enforcement statutes -- including 8 U.S.C. 1231 (for an alien incarcerated by a State or local government, a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien from the U.S. "begins" no later than "the date the alien is released from ... confinement"; also, the federal government is expressly authorized to make payments to a "State or a political subdivision of the State ... with respect to the incarceration of [an] undocumented criminal alien"); 8 U.S.C. 1226 (the federal government "shall take into custody" certain criminal aliens "when the alien is released"); and 8 U.S.C. 1366 (requiring an annual DOJ report to Congress on "the number of illegal alien[felons] in Federal and State prisons" and programs underway "to ensure the prompt removal" from the U.S. of removable "criminal aliens") -- no State or local government entity, -agency, or -official (including a government-contracted correctional facility) may use funds under this award to interfere with the "removal" process by failing to provide -- as early as practicable (see para. 4.C. below) -- advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction.

The "Rules of Construction" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: Notice of scheduled release" award condition are incorporated by reference as though set forth here in full.

41. Requirement to collect certain information from subrecipients

Except as provided in this condition, the recipient may not make a subaward to a State, a local government, or a "public" institution of higher education, unless it first obtains from the proposed subrecipient responses to the questions identified in the program solicitation as "Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)." All subrecipient responses must be collected and maintained by the recipient, consistent with document retention requirements, and must be made available to DOJ upon request. Responses to these questions are not required from subrecipients that are either a tribal government/organization, a nonprofit organization, or a private institution of higher education.

JMC



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET**
Grant

PAGE 23 OF 29

PROJECT NUMBER 2019-DJ-BX-0867

AWARD DATE 09/21/2019

SPECIAL CONDITIONS

42. Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

43. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to— (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

44. Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

45. Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

46. Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

JMC



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET**
Grant

PAGE 24 OF 29

PROJECT NUMBER 2019-DJ-BX-0367

AWARD DATE 09/21/2019

SPECIAL CONDITIONS

47. Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

48. Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(e)-(d). The recipient may not satisfy such a fine with federal funds.

49. Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

50. Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

51. Verification and updating of recipient contact information

The recipient must verify its Point of Contact (POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET**
Grant

PAGE 25 OF 29

PROJECT NUMBER 2019-DJ-SX-0667

AWARD DATE 09/21/2019

SPECIAL CONDITIONS

52. Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

53. Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

54. Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

OJP FORM 4000/2 (REV. 4-88)

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U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET**
Grant

PAGE 26 OF 29

PROJECT NUMBER 2019-DJ-BX-0867

AWARD DATE 09/21/2019

SPECIAL CONDITIONS

55. Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

a. New construction;

b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;

c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;

d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and

e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bja.gov/funding/NEPA.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

56. Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 27 OF 29

PROJECT NUMBER 2019-DJ-SX-0867

AWARD DATE 09/21/2019

SPECIAL CONDITIONS

57. Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

58. Certification of body armor "mandatory wear" policies

If recipient uses funds under this award to purchase body armor, the recipient must submit a signed certification that law enforcement agencies receiving body armor purchased with funds from this award have a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

59. Body armor - compliance with NJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with JAG award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NJ Compliant Body Armor Model List (<https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx>). In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NJ standard information can be found here: <https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx>.

60. Body armor - impact on eligibility for other program funds

The recipient understands that the use of funds under this award for purchase of body armor may impact eligibility for funding under the Bulletproof Vest Partnership (BVP) program, a separate program operated by BJA, pursuant to the BVP statute at 34 USC 10531(c)(5).

61. Reporting requirements

The recipient must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through OJP's GMS (<https://grants.ojp.usdoj.gov>). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

62. Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

OJP FORM 4000/2 (REV. 4-88)

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U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

AWARD CONTINUATION
SHEET
Grant

PAGE 28 OF 29

PROJECT NUMBER 2019-DJ-BX-0867

AWARD DATE 09/21/2019

SPECIAL CONDITIONS

63. Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

64. Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2018

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2018), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via a Grant Adjustment Notice). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through a Grant Adjustment Notice, the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

Nothing in this condition shall be understood to authorize the recipient (or any subrecipient at any tier) to use award funds to "supplant" State or local funds in violation of the recipient's certification (executed by the chief executive of the State or local government) that federal funds will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.

65. Use of funds for DNA testing; upload of DNA profiles

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS.

No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA.

Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS.

66. Encouragement of submission of "success stories"

BJA strongly encourages the recipient to submit annual (or more frequent) JAG success stories. To submit a success story, sign in to a My BJA account at <https://www.bja.gov/Login.aspx> to access the Success Story Submission form. If the recipient does not yet have a My BJA account, please register at <https://www.bja.gov/profile.aspx>. Once registered, one of the available areas on the My BJA page will be "My Success Stories." Within this box, there is an option to add a Success Story. Once reviewed and approved by BJA, all success stories will appear on the BJA Success Story web page at <https://www.bja.gov/SuccessStoryList.aspx>.

JMC



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET**
Grant

PAGE 29 OF 29

PROJECT NUMBER 2019-DJ-BX-0857

AWARD DATE 09/21/2019

SPECIAL CONDITIONS

67. Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

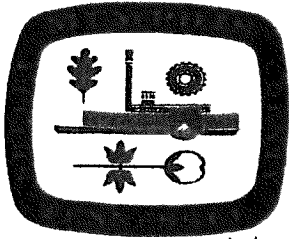
68. Withholding - DHS question attachment

The recipient may not obligate, expend or draw down funds until the Office of Justice Programs has received and approved the required application attachment(s) described in the program solicitation as "Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)," and has issued a Grant Adjustment Notice (GAN) releasing this special condition.

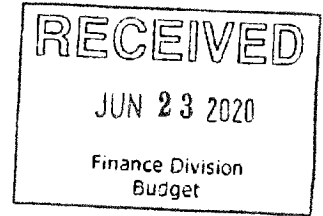
69. Withholding of funds: Budget narrative or information

The recipient may not obligate, expend, or draw down any award funds until the recipient submits, and OJP reviews and accepts, the required budget information or narrative for the award, and a Grant Adjustment Notice (GAN) has been issued to remove this condition.

JMC



6003



City Council Item Routing Sheet

Library
Division: City Council Committee: Public Services, Youth Initiatives, Libraries and Neighborhoods
Hearing Date: July 7, 2020

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

Item Description: Resolution amending the FY21 Operating Budget by accepting, allocating, and appropriating grant funds in the amount of Fifty One Thousand Nine Hundred Dollars and Zero Cents (\$51,900.00) from the Tennessee State Library and Archives for Supplies, Books and Materials for Memphis Public Library and Information Center.

Recommended Council Action: Adopt Resolution

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 taken by any other entity. N/A

Does this item require city expenditure? Yes	Source and Amount of Funds:
\$51,900.00 Amount	Operating Budget
\$51,900.00 Revenue to be received	\$6,400.00 Federal Funds
	\$45,500.00 State Funds
	\$51,900.00

Approvals

Director [Signature] Date 6/17/20

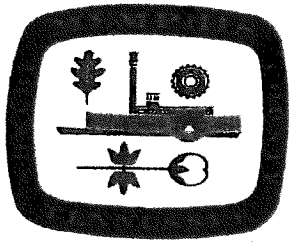
Chief Financial Officer _____ Date _____

Chief Legal Officer [Signature] Date _____

Chief Operating Officer [Signature] Date 6/23/20

Budget Manager Kametis Wyatt Date 6/23/2020 Council Committee Chair _____ Date _____

CFO [Signature] Date 06/25/2020



6002

RECEIVED
 JUN 23 2020
 Finance Division
 Budget

City Council Item Routing Sheet

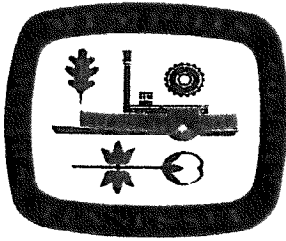
Library
 Division: ~~City Council~~ Committee: Public Services, Youth Initiatives, Libraries & Neighborhoods
 Hearing Date: July 7, 2021
 2020

- Ordinance Resolution Grant Acceptance
 Budget Amendment Commendation Other: Click here to enter text.

Item Description: A Resolution to accept, allocate and appropriate grant funds in the amount of Seventy Eight Thousand Four Hundred Seventeen Dollars and Zero Cents (\$78,417.00) from the State of Tennessee, Department of Finance and Administration, Office of Criminal Justice Programs. City of Memphis/Memphis Public Library & Information Center will use funds to purchase after-school programming supplies, professional services and travel (conference and competition fees).	
Recommended Council Action: Adopt Resolution	
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 taken by any other entity.	
Does this item require city expenditure? No \$78,417.00 Amount \$78,417.00 Revenue to be received.	Source and Amount of Funds: \$78,417.00 from the State of Tennessee, Department of Finance and Administration, Office of Criminal Justice Programs

Approvals

Director _____ Date 6/17/20
 Chief Legal Officer _____ Date _____
 Division Chief _____ Date _____
 Chief Operating Officer _____ Date _____
 Budget Manager Kamethis Nyatt Date 6/23/2020
 Chief Financial Officer _____ Date 06/25/2020
 Council Committee Chair _____ Date _____



Memphis City Council Summary Sheet

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

This item is a Resolution that accepts, allocates and appropriates grant funds in the amount of Seventy Eight Thousand Four Hundred Seventeen Dollars and Zero Cents (\$78,417.00) for the City of Memphis/Memphis Public Library & Information Center from the State of Tennessee, Department of Finance and Administration, Office of Criminal Justice Programs. Funds will pay for after-school programming supplies, professional services/fees and travel.

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

Memphis Public Library and Information Center has drafted this resolution and is recommending City Council approval.

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

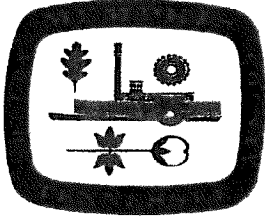
N/A

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

This amendment requires a new contract with the State of Tennessee, Department of Finance and Administration, Office of Criminal Justice Programs and the City of Memphis/Memphis Public Library & Information Center.

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

This expenditure requires an FY21 budget amendment to accept, allocate and appropriate funds in the amount of Seventy Eight Thousand Four Hundred Seventeen Dollars and Zero Cents (\$78,417.00) for after-school programming, professional fees and travel.



A Resolution to accept, allocate and appropriate grant funds in the amount of Seventy Eight Thousand Four Hundred Seventeen Dollars and Zero Cents (\$78,417.00) from the State of Tennessee, Department of Finance and Administration, Office of Criminal Justice Programs for City of Memphis/Memphis Public Library & Information Center's after-school programming.

WHEREAS, the City of Memphis, Division of Library Services, Memphis Public Library & Information Center has received grant funds in the amount of Seventy Eight Thousand Four Hundred Seventeen Dollars and Zero Cents (\$78,417.00) from the State of Tennessee, Department of Finance and Administration, Office of Criminal Justice Programs; and

WHEREAS, these funds will be used to purchase after- school programming supplies, secure professional services to develop library curriculum and fund travel (conference and competition fees) for the community based Robotics team/provide virtual experiences, thus furthering our goal to expose at-risk youth to 21st century technology; and

WHEREAS, it is necessary to accept, allocate, and appropriate grant funds in the amount of Seventy Eight Thousand Four Hundred Seventeen Dollars and Zero Cents (\$78,417.00) for after- school programming supplies, professional fees and travel;

NOW, THEREFORE, BE IT RESOLVED by the council of the City of Memphis that grant funds in the amount of Seventy Eight Thousand Four Hundred Seventeen Dollars and Zero Cents (\$78,417.00) to purchase after-school programming supplies, professional services, and travel be accepted by the City of Memphis;

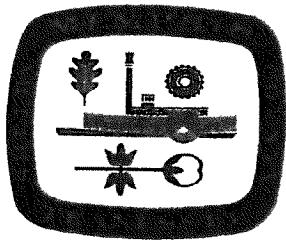
BE IT FURTHER RESOLVED, that the Fiscal Year 2021 Operating Budget be and is hereby amended by allocating and appropriating the revenues and expenditures for after- school programming supplies, professional fees and travel in the amount of Seventy Eight Thousand Four Hundred Seventeen Dollars and Zero Cents (\$78,417.00) as follows:

Revenue

State of Tennessee, Department of Finance and Administration Office of Criminal Justice Programs	<u>\$78,417.00</u>
TOTAL	\$78,417.00

Expenditures

After-school programming, professional fees and travel	<u>\$78,417.00</u>
TOTAL	\$78,417.00



Memphis City Council Summary Sheet

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

This item is a resolution that accepts, allocates, and appropriates Fifty One Thousand Nine Hundred Dollars and Zero Cents (\$51,900.00) in grant funds from the Office of the Secretary of State, Tennessee State Library and Archives for Supplies, Books and Materials for the Memphis Public Library and Information Center.

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

The Memphis Public Library and Information Center has drafted this resolution and is recommending City Council approval.

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

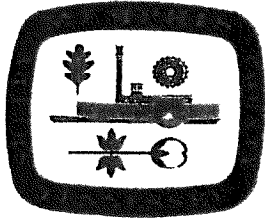
N/A

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

This amendment requires a new contract with the State of Tennessee, Office of the Secretary of State, Tennessee State Library and Archives and the City of Memphis.

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

This program requires an FY21 budget amendment to accept, allocate and appropriate Fifty One Thousand Nine Hundred Dollars and Zero Cents (\$51,900.00) in grant funds from the State of Tennessee, Office of the Secretary of State, and the Tennessee State Library and Archives for Supplies, Books and Materials for the Memphis Public Library and Information Center.



A Resolution to accept, allocate and appropriate grant funds in the amount of Fifty One Thousand Nine Hundred Dollars and Zero Cents (\$51,900.00) from the State of Tennessee, Office of the Secretary of State, Tennessee State Library and Archives.

WHEREAS, the City of Memphis, Division of Library Services, Memphis Public Library and Information Center has received grant funds in the amount of Fifty One Thousand Nine Hundred Dollars and Zero Cents (\$51,900.00) from the State of Tennessee, Office of the Secretary of State, Tennessee State Library and Archives; and

WHEREAS, these funds will be used to purchase supplies, books and collection development materials; and

WHEREAS, it is necessary to amend the Fiscal Year 2021 Operating Budget to establish funds for the Supplies, Books and Collection Development Materials; and

WHEREAS, it is necessary to accept, allocate, and appropriate the grant funds in the amount of Fifty One Thousand Nine Hundred Dollars and Zero Cents (\$51,900.00) from the State of Tennessee, Office of the Secretary of State, Tennessee State Library and Archives for the Supplies, Books and Collection Development Materials Grant;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the Supplies, Books and Collection Development Materials Grant funds in the amount of Fifty One Thousand Nine Hundred Dollars and Zero Cents (\$51,900.00) from the State of Tennessee, Office of the Secretary of State, Tennessee State Library and Archives to purchase supplies, books and collection development materials be accepted by the City of Memphis;

BE IT FURTHER RESOLVED, that the Fiscal Year 2021 Operating Budget be and is hereby amended by allocating and appropriating the revenues and expenditures for the Supplies, Books and Collection Development Materials Grant funds in the amount of Fifty One Thousand Nine Hundred Dollars and Zero Cents (\$51,900.00) from the State of Tennessee, Office of the Secretary of State, Tennessee State Library and Archives; as follows:

Revenue

State Funds	\$45,500.00
Federal Funds	\$ 6,400.00
TOTAL	<u>\$51,900.00</u>

Expenditures

Supplies, Books and Collection Development Materials	<u>\$51,900.00</u>
TOTAL	\$51,900.00

CITY COUNCIL RESOLUTION

WHEREAS, City of Memphis Ordinance No. 5574 requires approval by the Memphis City Council prior to execution of interlocal agreements between MLGW and any municipality or division of government (other than the City of Memphis and its divisions) that involve the collection of any municipal county or other government fee, tax or other charge not directly related to utility service; and

WHEREAS, the Board of Light, Gas and Water Commissioners at its meeting held June 3, 2020, authorized MLGW to enter into proposed Contract No. 12207, Interlocal Agreement between Memphis Light, Gas and Water Division (MLGW) of the City of Memphis, Tennessee and the Shelby County Government (SCG) under the terms of which MLGW will bill and collect Solid Waste Fees from ratepayers in unincorporated Shelby County and SCG will pay to MLGW, through monthly deductions from collected amounts, MLGW's fees covering the costs of providing the collection service; and

WHEREAS, the term of the Agreement shall begin July 1, 2020, or upon final execution of the Agreement, and will continue through June 30, 2021 with the option to renew for four additional one-year terms, with the fee charged for collection adjusted on an annual basis upon agreement of the parties.

NOW THEREFORE BE IT RESOLVED by the Council of the City of Memphis that there be and is ratified execution of Contract No. 12207, Interlocal Agreement between Memphis Light, Gas and Water Division (MLGW) of the City of Memphis and the Shelby County Government (SCG), to establish the terms and compensation for the Solid Waste Fee Billing services for addresses in unincorporated Shelby County, Tennessee and the President and Chief Executive Officer is authorized, but not required, to complete the contract negotiations, finalize the contract documents and do any other acts as may be necessary, convenient, or proper to carry out the intent and purposes of this resolution

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
June 17, 2020

**RESOLUTION APPROVING AN AGREEMENT BETWEEN THE
MEMPHIS LIGHT GAS AND WATER DIVISION AND SHELBY
COUNTY GOVERNMENT ON BEHALF OF THE PUBLIC WORKS
DIVISION FOR SOLID WASTE FEE BILLING AND COLLECTION IN
THE NORTHAVEN SPECIAL SERVICE DISTRICT OF SHELBY
COUNTY, TENNESSEE. SPONSORED BY COMMISSIONER AMBER
MILLS AND COMMISSIONER DAVID C. BRADFORD.**

WHEREAS, Shelby County Government (“County”) and the citizens of the Northaven Special Garbage and Rubbish Collection Service District (“District”) located within Shelby County, Tennessee, as delineated by the boundaries on Exhibit A (Map) attached hereto, and incorporated herein by reference, are desirous of instituting solid waste collection services within the Service District; and

WHEREAS, It is necessary for the County on behalf of its Public Works Division to enter into an agreement (“Agreement”) with Memphis Light Gas and Water Division (“MLGW”) for the specific collection of a fee (“Solid Waste Service Fee”) in order to fund garbage and collection services, attached hereto as Exhibit B; and

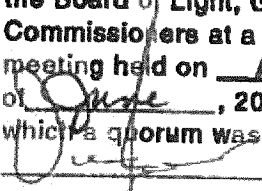
WHEREAS, Shelby County Department of Purchasing designated MLGW as a Single Source Provider in accordance with current Shelby County Purchasing Policies and Procedures as documented by the completed Single/Sole Source Justification Form attached hereto as Exhibit C; and

WHEREAS, The Agreement provides that, for a fee, MLGW will collect service fees through its normal billing cycles to customers of MLGW as designated within the Agreement; and

WHEREAS, The term of the Agreement shall begin July 1, 2020, or upon final execution of the Agreement, and will continue through June 30, 2021 with the option to renew for four additional one-year terms, with the fee charged for collection adjusted on an annual basis upon agreement of the parties; and

WHEREAS, The Agreement may be cancelled.

I hereby certify that the foregoing is a true copy of a resolution accepted by the Board of Light, Gas and Water Commissioners at a regular-special meeting held on 17th day of June, 2020, at which a quorum was present.


Secretary-Treasurer

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of June 17, 2020 approved the purchase of Splunk software subscription renewal and is now recommending to the Council of the City of Memphis that it approves said purchase as approved in the 2020 fiscal year budget; and

WHEREAS, the request will renew Splunk software maintenance and support which is used by technical support and security to monitor all security and networking logs for the Division at Netters' Business Center; and

WHEREAS, bids were opened on May 13, 2020. Notice to Bidders was advertised. Eight (8) bids were solicited and three (3) bids were received with the lowest and most responsive bidder being the firm of Thomas Gallaway Corporation DBA Technologent. This award complies with all applicable laws and policies; and

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Memphis that there be and is hereby approved the purchase of Splunk software annual maintenance and support from Thomas Gallaway Corporation DBA Technologent in the amount of \$77,586.21 chargeable to the MLGW 2020 fiscal year budget.

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
June 17, 2020

The Acting Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners that it awards a purchase order to Thomas Gallaway Corporation DBA Technologent in the amount of \$77,586.21 for Splunk software annual maintenance and support.

The request will renew Splunk software maintenance and support which is used by technical support and security to monitor all security and networking logs for the Division at Netters' Business Center.

Bids were opened on May 13, 2020. Notice to Bidders was advertised. Eight (8) bids were solicited and three (3) bids were received with the lowest and most responsive bidder being the firm of Thomas Gallaway Corporation DBA Technologent. This award complies with all applicable laws and policies.

The 2020 budgeted amount for Technical Support is \$12,462,624.00; the amount spent to date is \$1,527,920.52; leaving a balance available of \$10,934,703.48; of which \$77,586.21 will be spent on this purchase order in 2020; leaving a balance of \$10,857,117.27 after award; and

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

THAT, subject to the consent and approval of the Council of the City of Memphis, award of purchase order to Thomas Gallaway Corporation DBA Technologent is approved for furnishing:

Splunk Enterprise License Renewal at \$77,586.21 total;

Total award amount is \$77,586.21; f.o.b. Memphis, Tennessee, transportation prepaid; our dock; said price being firm; terms net 30 days.

I hereby certify that the foregoing is a true copy of a resolution accepted by the Board of Light, Gas and Water Commissioners at a regular-~~special~~ meeting held on 17th day of June, 2020, at which a quorum was present.
[Signature] Secretary-Treasurer

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of June 17, 2020 approved Change No. 4 to Contract No. 11851, Aerator Maintenance with R. P. Services, Incorporated to renew the current contract in the funded amount of \$300,000.00, and is now recommending to the Council of the City of Memphis that it approves said renewal as approved; and

WHEREAS, the project scope is to mechanically and hydro-clean aerator structures, floors, media and dosing assemblies of biological films, flock and aquatic plant growths. The initial term of this contract was for one (1) year from the date of the Notice to Proceed with an option of four (4) annual renewal terms. This change is to renew the current contract for the fourth and final annual renewal term covering the period August 25, 2020 through August 24, 2021 in the amount of \$286,844.52. In addition, MLGW is requesting approval of contingency funds in the amount of \$13,155.48 in the event of unforeseen conditions, for a total funded amount of \$300,000.00. This renewal reflects a 2% increase in rates, in accordance with the contract documents, from the previous year due to increase in cost of equipment and materials. This renewal complies with all applicable laws and policies. The new contract value is \$1,311,006.00; and

NOW THEREFORE BE IT RESOLVED by the Council of the City of Memphis, that there be and is hereby approved Change No. 4 to Contract No. 11851, Aerator Maintenance with R. P. Services, Incorporated to renew the current contract in the funded amount of \$300,000.00 as approved.

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
June 17, 2020

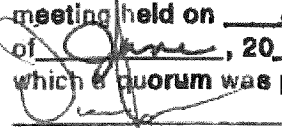
The Acting Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners the approval of Change No. 4 to Contract No. 11851, Aerator Maintenance with R. P. Services, Incorporated to renew the current contract in the funded amount of \$300,000.00.

The project scope is to mechanically and hydro-clean aerator structures, floors, media and dosing assemblies of biological films, flock and aquatic plant growths. The initial term of this contract was for one (1) year from the date of the Notice to Proceed with an option of four (4) annual renewal terms. This change is to renew the current contract for the fourth and final annual renewal term covering the period August 25, 2020 through August 24, 2021 in the amount of \$286,844.52. In addition, MLGW is requesting approval of contingency funds in the amount of \$13,155.48 in the event of unforeseen conditions, for a total funded amount of \$300,000.00. This renewal reflects a 2% increase in rates, in accordance with the contract documents, from the previous year due to increase in cost of equipment and materials. This renewal complies with all applicable laws and policies. The new contract value is \$1,311,006.00.

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

THAT, Subject to the consent and approval of the Council of the City of Memphis, the approval of Change No. 4 to Contract No. 11851, Aerator Maintenance with R. P. Services, Incorporated to renew the current contract in the funded amount of \$300,000.00, as outlined in the foregoing preamble, is approved; and further,

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

I hereby certify that the foregoing is a true copy of a resolution accepted by the Board of Light, Gas and Water Commissioners at a regular-~~special~~ meeting held on 17th day of June, 2020, at which a quorum was present.

Secretary-Treasurer

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of June 17, 2020, approved a thirty-six (36) month purchase order to supply 600V ruggedized secondary underground cable and is now recommending to the Council of the City of Memphis that it approves said purchase as approved in the 2020 fiscal year budget and subsequent budget years as approved; and

WHEREAS, the 600V ruggedized secondary underground cable is needed to provide underground electric service for new and existing customers, supply cable for upcoming jobs, and to replenish inventory; and

WHEREAS, bids were opened on April 29, 2020. Notice to Bidders was advertised. Nineteen (19) bids were solicited and six (6) bids were received with the most responsive and best complying bidder being the firm of Brighter Days and Nites, Inc. This award complies with all applicable laws and policies; and

Now **THEREFORE BE IT RESOLVED** by the Council of the City of Memphis that there be and is hereby approved a thirty-six (36) month purchase order for 600V ruggedized secondary underground cable from Brighter Days and Nites, Inc. for the sum of \$507,567.33 chargeable to the MLGW 2020 fiscal year budget and \$1,015,134.67 chargeable to subsequent budget years as approved.

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
June 17, 2020

The Acting Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners that it awards a thirty-six (36) month purchase order to Brighter Days and Nites, Inc. in the amount of \$1,522,702.00 for 600V ruggedized secondary underground cable.

The 600V ruggedized secondary underground cable is needed to provide underground electric service for new and existing customers, supply cable for upcoming jobs, and to replenish inventory.

Bids were opened on April 29, 2020. Notice to Bidders was advertised. Nineteen (19) bids were solicited and six (6) bids were received with the most responsive and best complying bidder being the firm of Brighter Days and Nites, Inc. This award complies with all applicable laws and policies.

The 2020 budgeted amount for Residential Services is \$4,241,000.00; the amount spent-to-date is \$1,046,569.61; leaving a balance of \$3,194,430.39 available to be spent in 2020; of which \$507,567.33 will be spent on this purchase order in 2020; leaving a balance of \$2,686,863.06 available after award; the balance of \$1,015,134.67 chargeable to subsequent budget years as approved; and

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

THAT, subject to the consent and approval of the Council of the City of Memphis, award of purchase order to Brighter Days and Nites, Inc. is approved for furnishing:

Purchase order for a thirty-six (36) month period for providing 600V ruggedized secondary underground cable furnished as needed by MLGW. A copy of all unit prices to be placed on file in MLGW's Accounting Department;

The total award for thirty-six (36) months is an estimated amount of \$1,522,702.00; f.o.b. Memphis, Tennessee, transportation prepaid; our dock; said prices being firm except for metal based escalation/de-escalation at the time of shipment; terms net 30 days; delivery in 10-12 weeks after release.

I hereby certify that the foregoing is a true copy of a resolution accepted by the Board of Light, Gas and Water Commissioners at a ~~regular-special~~ meeting held on 17th day of June, 2020, at which a quorum was present.


Secretary-Treasurer

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of June 17, 2020 approved the purchase of pickup trucks and is now recommending to the Council of the City of Memphis that it approves said purchase as approved in the 2020 fiscal year budget; and

WHEREAS, the pickup trucks will be used by employees Division wide to maintain the electric, gas and water systems and for various customer service functions throughout Shelby County; and

WHEREAS, a bid was opened on May 20, 2020. Notice to Bidders was advertised. Eight (8) bids were solicited and one (1) bid was received. Due to only one bid being received, further price comparisons for these items were reviewed on the State of Tennessee, Department of General Services, Central Procurement Office (CPO) web site which provides competitively solicited purchasing contracts for local government agencies located within the State of Tennessee. After comparing the pricing received from AutoNation Ford Memphis with the State of Tennessee contract pricing, it is recommended that award be made AutoNation Ford Memphis. This award complies with all applicable laws and policies.

The award to AutoNation Ford Memphis include the following:

- Latest model ½-ton regular cab long wheel base pickup trucks in accordance with Division Specification No. TPU-20-0074;
- Latest model ½-ton extended cab short wheel base pickup trucks in accordance with Division Specification No. TPU-20-0078;

- Latest model ½-ton regular cab short wheel base pickup truck in accordance with Division Specification No. TPU-20-0079;
- Latest model ¾-ton regular cab long wheel base pickup trucks in accordance with Division Specification No. TPU-20-0085;
- Latest model ½-ton extended cab short wheel base 4x4 pickup trucks in accordance with Division Specification No. TPU-20-0087; and

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Memphis that there be and is hereby approved the purchase of pickup trucks from AutoNation Ford Memphis in the sum of \$820,016.92 chargeable to the MLGW 2020 fiscal year budget carryover.

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
June 17, 2020

The Acting Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners that it awards a purchase order to AutoNation Ford Memphis in the amount of \$820,016.92 for pickup trucks.

The pickup trucks will be used by employees Division wide to maintain the electric, gas and water systems and for various customer service functions throughout Shelby County.

A bid was opened on May 20, 2020. Notice to Bidders was advertised. Eight (8) bids were solicited and one (1) bid was received. Due to only one bid being received, further price comparisons for these items were reviewed on the State of Tennessee, Department of General Services, Central Procurement Office (CPO) web site which provides competitively solicited purchasing contracts for local government agencies located within the State of Tennessee. After comparing the pricing received from AutoNation Ford Memphis with the State of Tennessee contract pricing, it is recommended that award be made AutoNation Ford Memphis. This award complies with all applicable laws and policies.

The 2020 budgeted amount for the purchase of Transportation and Fleet Services is \$11,054,992.00; of which \$820,016.92 will be requested for carry over to the 2021 budget due the delivery time of these pickup trucks; leaving a balance of \$10,234,975.08 after award; and

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

THAT, subject to the consent and approval of the Council of the City of Memphis, award of purchase order to AutoNation Ford Memphis is approved for furnishing:

Latest model ½-ton regular cab long wheel base pickup trucks in accordance with Division Specification No. TPU-20-0074 at \$22,974.18 each,

Latest model ½-ton extended cab short wheel base pickup trucks in accordance with Division Specification No. TPU-20-0078 at \$24,726.18 each,

Latest model ½-ton regular cab short wheel base pickup truck in accordance with Division Specification No. TPU-20-0079 at \$27,445.18,

Latest model ¾-ton regular cab long wheel base pickup trucks in accordance with Division Specification No. TPU-20-0085 at \$25,330.46 each,

Latest model ½-ton extended cab short wheel base 4x4 pickup trucks in accordance with Division Specification No. TPU-20-0087 at \$23,049.58,

Totaling \$820,016.92; f.o.b. Memphis, Tennessee, transportation prepaid; our dock; said prices being firm; delivery 275 days after receipt of order; terms net 30 days.

I hereby certify that the foregoing is a true copy of a resolution accepted by the Board of Light, Gas and Water Commissioners at a regular ~~special~~ meeting held on 17th day of June, 2020, at which a quorum was present.

 Secretary-Treasurer

RESOLUTION

RESOLUTIONS OF THE COUNCIL OF THE CITY OF MEMPHIS, TENNESSEE, AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF NOT TO EXCEED THIRTY-ONE MILLION DOLLARS (\$31,000,000) AGGREGATE PRINCIPAL AMOUNT OF CITY OF MEMPHIS, TENNESSEE, GENERAL IMPROVEMENT BONDS, SERIES 2020A, FOR THE PURPOSE OF FINANCING THE COST OF PUBLIC WORKS PROJECTS; MAKING PROVISIONS FOR THE RAISING ANNUALLY BY THE CITY OF A SUM SUFFICIENT TO PAY, AS THE SAME SHALL BECOME DUE, THE PRINCIPAL OF AND PREMIUM, IF ANY, AND INTEREST ON SUCH BONDS; PRESCRIBING THE FORM AND CERTAIN DETAILS OF SUCH BONDS AND DELEGATING TO THE CHIEF FINANCIAL OFFICER OF THE CITY THE AUTHORITY TO DETERMINE ADDITIONAL DETAILS; APPOINTING THE PAYING AGENT AND REGISTRAR FOR SUCH BONDS; AUTHORIZING AND PROVIDING FOR THE COMPETITIVE SALE OF SUCH BONDS AND APPROVING THE PREPARATION AND DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT RELATING TO SUCH BONDS AND APPROVING THE FORM THEREOF; AUTHORIZING AND APPROVING AN OFFICIAL STATEMENT IN CONNECTION WITH THE ISSUANCE OF SAID BONDS; AND AUTHORIZING CERTAIN OTHER MATTERS WITH RESPECT TO THE ISSUANCE OF SAID BONDS.

BE IT RESOLVED by the Council of the City of Memphis, Tennessee, as follows:

SECTION 1. Findings and Determinations.

(a) The Council of the City of Memphis, Tennessee (the "Council"), on June 16, 2020, adopted an initial resolution (the "Initial Resolution") authorizing the issuance of general obligation bonds of the City of Memphis, Tennessee (the "City"), in the maximum principal amount of not to exceed thirty-one million dollars (\$31,000,000), for the purpose of financing various public works projects of the City, as further described herein.

(b) The City deems it to be in its best interests to provide at this time, by adoption of this resolution, for the issuance of general obligation bonds of the City to finance various public works projects of the City, to be issued pursuant to the Initial Resolution and this

resolution in an aggregate principal amount not in excess of the authorized amount under the Initial Resolution.

SECTION 2. Approval and Authorization of 2020A Bonds. There is hereby authorized to be issued, sold and delivered under the Initial Resolution and this resolution, one or more series of general obligation bonds of the City in the maximum aggregate principal amount of not to exceed thirty-one million dollars (\$31,000,000) to be designated "General Improvement Bonds, Series 2020A" (the "2020A Bonds") for the purpose of (a) financing the cost of public works projects of the City and (b) providing for the payment of costs of issuance of the 2020A Bonds.

SECTION 3. Certain Details of 2020A Bonds. The 2020A Bonds, or such portion thereof as shall be determined by the Chief Financial Officer of the City (the "Chief Financial Officer"), shall be sold at one time or from time to time on a date or dates to be selected by the Chief Financial Officer. The 2020A Bonds of each series shall be numbered from R-1 upwards in order of issuance. The 2020A Bonds shall be dated as of a date to be determined by the Chief Financial Officer, shall be issued in the denomination of \$5,000 each or any integral multiple thereof, and shall bear interest payable initially and semiannually thereafter in each year on the dates and at the rates per annum, not to exceed 6% per annum, to be determined by the Chief Financial Officer. The 2020A Bonds shall mature in serial or term forms not later than the end of the fiscal year of the City following the fiscal year of the City in which the 2020A Bonds are issued, on the maturity dates and in the amounts to be determined by the Chief Financial Officer.

The 2020A Bonds shall be issued only in fully registered form without coupons. One 2020A Bond representing each maturity will be issued to and registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), as registered owner of the 2020A Bonds and each such 2020A Bond shall be immobilized in the custody of DTC. DTC will act as securities depository for the 2020A Bonds. Individual purchases will be made in book-entry form only, in the principal amount of \$5,000 or any integral multiple thereof. Purchasers will not receive physical delivery of certificates representing their interest in the 2020A Bonds purchased except as provided by Section 4 hereof.

Unless the City and the paying agent and registrar named below agree otherwise, so long as DTC or its nominee is the registered owner of the 2020A Bonds as such securities depository, payments of principal, premium, if any, and interest payments on the 2020A Bonds will be made by the City through the Paying Agent and Registrar named below, by wire transfer to DTC or its nominee, Cede & Co., as registered owner of the 2020A Bonds, which will in turn remit such payments to the DTC participants for subsequent disbursement to the beneficial owners of the 2020A Bonds. Transfer of principal, premium, if any, and interest payments to DTC participants will be the responsibility of DTC. Transfers of such payments to beneficial owners of the 2020A Bonds by DTC participants will be the responsibility of such participants and other nominees of such beneficial owners. Transfers of ownership interests in the 2020A Bonds

will be accomplished by book entries made by DTC and, in turn, by the DTC participants who act on behalf of the indirect participants of DTC and the beneficial owners of the 2020A Bonds.

The City will not be responsible or liable for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC, its participants or persons acting through such participants or for transmitting payments to, communicating with, notifying, or otherwise dealing with any beneficial owner of the 2020A Bonds.

Regions Bank is hereby appointed as Paying Agent and Registrar for the 2020A Bonds (the "Paying Agent and Registrar").

SECTION 4. Procedure in the Event of Revision of Book-Entry Transfer System Replacement Bonds. The City shall issue 2020A Bond certificates (the "Replacement Bonds") directly to the beneficial owners of the 2020A Bonds other than DTC, or its nominee, but only in the event that:

(a) DTC determines to discontinue providing its services with respect to the 2020A Bonds at any time by giving notice to the City and discharging its responsibilities; or

(b) the City discontinues use of DTC (or substitute depository or its successor) at any time upon determination by the City that the use of DTC (or substitute depository or its successor) is no longer in the best interests of the City and the beneficial owners of the 2020A Bonds, subject to applicable procedures of DTC.

The City and the Paying Agent and Registrar may rely upon information provided by DTC, DTC participants or other nominees of beneficial owners, or beneficial owners with respect to the names, addresses and amounts owned by the beneficial owners and other information supplied by them for the purpose of delivering Replacement Bonds.

Upon occurrence of the events described in either (a) or (b) above, the City shall attempt to locate another qualified securities depository. If the City fails to locate another qualified securities depository to replace DTC, the City shall execute and deliver Replacement Bonds in substantially the form set forth in Section 11 hereof. Such Replacement Bonds shall bear thereon a certificate of authentication in the form set forth in Section 11 hereof executed manually by an authorized officer of the Paying Agent and Registrar as registration agent for the City. Only such 2020A Bonds as shall bear thereon such certificate of authentication shall be entitled to any right or benefit under this resolution and no 2020A Bond shall be valid or obligatory for any purpose until such certificate of authentication shall have been duly executed by an authorized officer of the Paying Agent and Registrar. Any such certificate of the Paying Agent and Registrar upon any 2020A Bond executed on behalf of the City shall be conclusive evidence that the 2020A Bond so authenticated has been duly authenticated and delivered under this resolution and that the registered owner of such 2020A Bond is entitled to the benefits and security of this resolution.

Prior to the execution and delivery of Replacement Bonds, the City shall notify the beneficial owners of the 2020A Bonds by mailing an appropriate notice to DTC. Principal of and interest on the Replacement Bonds shall be payable by check or draft mailed to each registered owner of such Replacement Bonds at the address of such owner as it appears in the books of registry maintained by the Paying Agent and Registrar. Replacement Bonds will be transferable only by presentation and surrender to the Paying Agent and Registrar, together with an assignment duly executed by the registered owner of the Replacement Bond or by such owner's representative in form satisfactory to the Paying Agent and Registrar and containing information required by the Paying Agent and Registrar in order to effect such transfer.

The City may charge a fee or fees sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to an exchange or transfer of a 2020A Bond and may charge the person requesting such exchange or transfer such fee or fees which shall be paid as a condition precedent to the exercise of the privilege of making such exchange or transfer.

SECTION 5. Redemption. Any or all of the 2020A Bonds (or portions thereof in installments of \$5,000) may be subject to redemption at the option of the City and, in the case of term 2020A Bonds, be subject to mandatory sinking fund redemption, prior to their stated maturities, in whole at any time or in part from time to time; provided, however, that subject to the next proviso, the initial optional redemption date for 2020A Bonds shall be no later than eleven (11) years after the date of delivery thereof and payment therefor; provided further, however, that any 2020A Bonds also may be made not redeemable prior to maturity. The redemption provisions, if any, shall be finally determined by the Chief Financial Officer.

If any 2020A Bond (or any portion of the principal amount thereof in installments of \$5,000) shall be called for redemption, notice of the redemption thereof, specifying the date, number and maturity of such 2020A Bond, the date and place or places fixed for its redemption, the premium, if any, payable upon such redemption, and if less than the entire principal amount of such 2020A Bond is to be redeemed, that such 2020A Bond must be surrendered in exchange for the principal amount thereof to be redeemed and a new 2020A Bond or 2020A Bonds issued equaling in principal amount that portion of the principal amount thereof not to be redeemed, shall be mailed not less than thirty (30) days nor more than sixty (60) days prior to the date fixed for redemption by first class mail, postage prepaid, to the registered owner of such 2020A Bond at such owner's address as it appears on the books of registry kept by the Paying Agent and Registrar as of the close of business on the forty-fifth (45th) day preceding the date fixed for redemption; provided, however, that any notice of redemption may state that it is conditioned upon the receipt by the Paying Agent and Registrar of sufficient moneys to pay the redemption price, plus interest accrued and unpaid to the redemption date, or upon satisfaction of any other condition, or that it may be rescinded upon the occurrence of any other event, and any conditional notice so given may be rescinded at any time before payment of such redemption price and accrued interest if any such condition so specified is not satisfied or if any other such event occurs. Notice of such rescission shall be given by the Paying Agent and Registrar to affected registered owners of 2020A Bonds as

promptly as practicable upon the failure of such condition or the occurrence of such other event and shall be given in the same manner as the notice of redemption was given.

If notice of the redemption of any 2020A Bond shall have been given as aforesaid, and payment of the principal amount of such 2020A Bond (or the portion of the principal amount thereof to be redeemed) and of the accrued interest and premium, if any, payable upon such redemption shall have been duly made or provided for, interest on such 2020A Bond shall cease to accrue from and after the date so specified for redemption thereof. The failure of any registered owner to receive any such mailed notice shall not affect the sufficiency or validity of the proceedings for the redemption of the related 2020A Bonds.

Notwithstanding the foregoing, so long as the 2020A Bonds are registered in the name of DTC or its nominee for purchase in book-entry only form, (i) any notice of redemption or of rescission of conditional notice of redemption will be given only to DTC or its nominee, (ii) notice of redemption given to DTC or its nominee may be given at such time and in such manner as is required by the operational procedures of DTC or its nominee, (iii) the selection of beneficial ownership interests in the 2020A Bonds to be redeemed within a maturity may be determined in accordance with such procedures, and (iv) the City shall not be responsible for providing any beneficial owner of the 2020A Bonds with any such notice.

2020A Bonds may be made subject to purchase in lieu of redemption as determined by the Chief Financial Officer.

SECTION 6. Security. The full faith and credit and unlimited taxing power of the City are hereby pledged to the punctual payment of the principal of and interest on the 2020A Bonds. In accordance with the provisions of T.C.A. Section 9-21-215, it is hereby recited that adequate provision will be made for raising annually by tax upon all property subject to taxation by the City of a sum sufficient to pay the interest on and principal of the 2020A Bonds as the same shall become due. The City hereby agrees that a tax sufficient to pay when due such principal and such interest shall be levied annually and assessed, collected and paid in like manner with the other taxes of the City and shall be in addition to all other taxes authorized or limited by law. This resolution shall be deemed to be the tax resolution required to be adopted in respect of the 2020A Bonds under T.C.A. Section 9-21-215.

It is the duty of the Council to include in the annual levy a tax sufficient to pay the principal of and interest on the 2020A Bonds as the same become due. If any part of the principal of or interest on any of the 2020A Bonds is not paid when due, there shall be levied and assessed by the Council and collected by the proper collecting officers at the first assessment, levy and collection of taxes in the City after such omission or failure, a tax sufficient to pay the same.

SECTION 7. Execution and Authentication of 2020A Bonds. The 2020A Bonds shall be executed on behalf of the City with the manual or facsimile signatures of the Mayor of the City and of the Comptroller of the City and shall have impressed or imprinted thereon or affixed thereto, by facsimile or otherwise, the official seal of the City. In case any

officer of the City whose signature or whose facsimile signature shall appear on the 2020A Bonds shall cease to be such officer before the delivery of such 2020A Bonds, such signature or the facsimile signature thereof shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

The 2020A Bonds shall bear thereon a certificate of authentication in the form set forth in Section 11 hereof executed manually by an authorized officer of the Paying Agent and Registrar. No 2020A Bond shall be valid or obligatory for any purpose until such certificate of authentication shall have been duly executed by an authorized officer of the Paying Agent and Registrar.

SECTION 8. Payment of 2020A Bonds; Books of Registry; Exchanges and Transfers of Bonds.

(a) Payment of Bonds.

(i) At any time during which the 2020A Bonds shall be in fully registered form, the interest on the 2020A Bonds shall be payable by wire transfer or by check or draft mailed by the Paying Agent and Registrar to the registered owners of the 2020A Bonds at their addresses as the same appear on the books of registry as of a record date determined by the Chief Financial Officer, and the principal of and premium, if any, on the 2020A Bonds shall be payable at the principal office of the Paying Agent and Registrar or any other office of the Paying Agent and Registrar designated for such purpose; provided, however that at any time during which the 2020A Bonds shall be in book-entry form, the principal of and premium, if any, and interest on the 2020A Bonds shall be payable in accordance with the provisions of Section 3 hereof.

(ii) The principal of and premium, if any, and interest on the 2020A Bonds shall be payable in such coin or currency of the United States of America as at the respective dates of payment is legal tender for public and private debts.

(b) Books of Registry; Exchanges and Transfers of 2020A Bonds.

(i) At all times during which any 2020A Bond remains outstanding and unpaid, the Paying Agent and Registrar shall keep or cause to be kept, at its principal office or any other office of the Paying Agent and Registrar designated for such purpose, books of registry for the registration, exchange and transfer of the 2020A Bonds. Upon presentation at the principal office of the Paying Agent and Registrar or any other office of the Paying Agent and Registrar designated for such purpose, the Paying Agent and Registrar, under such reasonable regulations as it may prescribe, shall register, exchange, transfer, or cause to be registered, exchanged or transferred, on the books of registry the 2020A Bonds as herein set forth.

(ii) Any 2020A Bond may be exchanged for a like aggregate principal amount of such 2020A Bonds in authorized principal amounts of the same interest rate and

maturity.

(iii) Any 2020A Bond may, in accordance with its terms, be transferred upon the books of registry by the person in whose name it is registered, in person or by their duly authorized agent, upon surrender of such 2020A Bond to the Paying Agent and Registrar for cancellation, accompanied by a written instrument of transfer duly executed by the registered owner in person or their duly authorized agent, in form satisfactory to the Paying Agent and Registrar.

(iv) All transfers or exchanges pursuant to this Section 8(b) shall be made without expense to the registered owner of such 2020A Bond, except as otherwise herein provided, and except that the Paying Agent and Registrar shall require the payment by the registered owner of the 2020A Bond requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange. All 2020A Bonds surrendered pursuant to this Section 8(b) shall be canceled.

SECTION 9. CUSIP Identification Numbers. CUSIP identification numbers may be printed on the 2020A Bonds, but neither the failure to print any such number on any 2020A Bond, nor any error or omission with respect thereto, shall constitute cause for failure or refusal by the purchaser of the 2020A Bonds to accept delivery of and pay for the 2020A Bonds in accordance with the terms of its proposal to purchase the 2020A Bonds. No such number shall constitute or be deemed to be a part of any 2020A Bond or a part of the contract evidenced thereby, and no liability shall attach to the City or any of its officers or agents because of or on account of any such number or any use made thereof.

SECTION 10. Tax Covenant. The City covenants and agrees to comply with the provisions of Sections 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended, and the applicable Treasury Regulations promulgated thereunder or otherwise applicable thereto, in each case whether prospective or retroactive, that must be satisfied in order that interest on the 2020A Bonds shall be and continue to be excluded from gross income for federal income tax purposes under said Sections 103 and 141 through 150.

SECTION 11. Form of 2020A Bonds. The 2020A Bonds shall be in substantially the form set forth below with such necessary or appropriate variations, omissions and insertions as are incidental to their series, numbers, interest rates and maturities or as are otherwise permitted or required by law or this resolution:

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF DTC TO THE PAYING AGENT AND REGISTRAR FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY BOND ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR SUCH OTHER NAME AS REQUIRED BY AN AUTHORIZED REPRESENTATIVE OF DTC AND ANY PAYMENT IS MADE TO CEDE & CO., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSONS IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

REGISTERED

REGISTERED

No. R-____

\$ _____

UNITED STATES OF AMERICA
 STATE OF TENNESSEE
 CITY OF MEMPHIS
 GENERAL IMPROVEMENT BOND
 SERIES 2020A

INTEREST RATE	DATED DATE	MATURITY DATE	CUSIP NO.
	_____, 2020	_____, 20__	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

The City of Memphis, Tennessee (hereinafter referred to as the "City"), for value received, hereby promises to pay the Registered Owner (named above), or registered assigns, on the Maturity Date (specified above), [unless this Bond is subject to redemption prior to maturity and shall have been called for previous redemption and payment of the redemption price shall have been duly made or provided for], the Principal Amount (specified above), and to pay interest on such Principal Amount—semiannually on each _____ and _____ thereafter until the payment of such Principal Amount at the Interest Rate (specified above) per annum, calculated on the basis of a [30-day month and a 360-day] year, by wire transfer or by check or draft mailed by the Paying Agent and Registrar hereinafter mentioned to the Registered Owner in whose name this Bond is registered on the books of registry kept and maintained by the Paying Agent and Registrar as of the close of business on the fifteenth (15th) day of the calendar month preceding the month in which interest is payable to the address of the Registered Owner as it appears on such books of registry.

The principal of and premium, if any, on this Bond are payable upon presentation and surrender hereof at the principal office of Regions Bank (the "Paying Agent and Registrar") or such other office of the Paying Agent and Registrar as may be designated for such purpose. The principal of and premium, if any, and interest on this Bond are payable in such coin or currency of the United States of America as at the respective dates of payment is legal tender for public and private debts.

This Bond is one of a duly authorized series of 2020A Bonds (herein referred to as the "2020A Bonds") of the aggregate principal amount of _____ million dollars (\$ _____) of like date and tenor herewith, except for number, denomination, interest rate, maturity and redemption provisions, and is issued for the purpose of (a) financing the cost of various public works projects of the City and (b) providing for the payment of costs of issuance of the 2020A Bonds, under and pursuant to and in full compliance with the Constitution and statutes of the State of Tennessee, including Title 9, Chapter 21, being the Local Government Public Obligations Act of 1986, and a resolution duly adopted by the Council of the City under such Chapter 21 on June 16, 2020.

[The 2020A Bonds maturing on or before _____ shall not be subject to redemption prior to maturity. The 2020A Bonds maturing on and after _____ (or portions thereof in authorized denominations) are subject to optional redemption by the City on and after, _____, in whole or in part at any time in such order as determined by the City and by lot within a maturity (if less than a full maturity is to be redeemed),] [at a redemption price equal to the principal amount of the 2020A Bonds or portion thereof to be redeemed, together with the interest accrued on such principal amount to the date fixed for redemption.] [at the prices and dates set forth below, in each case together with the interest accrued on the principal amount of the 2020A Bonds or portion thereof to be redeemed:]

[insert other applicable redemption provisions, if any]

[If this 2020A Bond or any portion of the principal amount hereof shall be called for redemption, notice of the redemption hereof, specifying the date and number of this 2020A Bond, the date and place or places fixed for its redemption, the premium, if any, payable upon such redemption, and if less than the entire principal amount of this 2020A Bond is to be redeemed, that this 2020A Bond must be surrendered in exchange for the principal amount hereof to be redeemed and the issuance of a new 2020A Bond equaling in principal amount that portion of the principal amount hereof not redeemed, shall be mailed not less than thirty (30) days nor more than sixty (60) days prior to the date fixed for redemption by first class mail, postage prepaid, to the Registered Owner of this 2020A Bond at such owner's address as it appears on the books of registry kept by the Paying Agent and Registrar as of the close of business on the forty-fifth (45th) day preceding the date fixed for redemption; provided, however, that any notice of redemption may state that it is conditional upon the receipt by the Paying Agent and Registrar of sufficient moneys to pay the redemption price, plus interest accrued and unpaid to the redemption date, or upon satisfaction of any other condition, or that it may be rescinded upon the occurrence of any other event, and any conditional notice so given

may be rescinded at any time before payment of such redemption price and accrued interest if any such condition so specified is not satisfied or if any other such event occurs. Notice of such rescission shall be given by the Paying Agent and Registrar to affected registered owners of 2020A Bonds as promptly as practicable upon the failure of such condition or the occurrence of such other event and shall be given in the same manner as the notice of redemption was given. If notice of redemption shall have been given as aforesaid, and payment of the principal amount of this 2020A Bond (or portion of the principal amount hereof to be redeemed) and of the accrued interest and premium, if any, payable upon such redemption shall have been made or provided for, interest hereon shall cease to accrue from and after the date so specified for the redemption hereof. The failure of the Registered Owner to receive any such mailed notice shall not affect the sufficiency or validity of proceedings for the redemption of this 2020A Bond.]

Notwithstanding the foregoing, so long as the 2020A Bonds are registered in the name of a securities depository for purchase in book-entry only form, (i) any notice of redemption or of rescission of conditional notice of redemption will be given only to the securities depository or its nominee, (ii) notice of redemption given to the securities depository may be given at such time and in such manner as is required by the operational procedures of the securities depository or its nominee, (iii) the selection of beneficial ownership interests in the 2020A Bonds to be redeemed within a maturity may be determined in accordance with such procedures, and (iv) the City shall not be responsible for providing any beneficial owner of the 2020A Bonds with any such notice.

[Insert provisions for purchase in lieu of redemption, if any.]

Subject to the limitations and upon payment of the charges, if any, provided in the proceedings authorizing the 2020A Bonds, this 2020A Bond may be exchanged at the principal office of the Paying Agent and Registrar, or such other office of the Paying Agent and Registrar as may be designated for such purpose for a like aggregate principal amount of 2020A Bonds of other authorized principal amounts and of the issue of which this 2020A Bond is one. This 2020A Bond is transferable by the Registered Owner hereof, in person or by their attorney duly authorized in writing, at the office of the Paying Agent and Registrar but only in the manner, subject to the limitations and upon payment of the charges, if any, provided in the proceedings authorizing the 2020A Bonds of the issue of which this 2020A Bond is one, and upon the surrender hereof for cancellation. Upon such transfer, a new 2020A Bond or 2020A Bonds of authorized denominations and of the same aggregate principal amount of the series of which this 2020A Bond is one will be issued to the transferee in exchange herefor.

The full faith, credit and unlimited taxing power of the City are hereby irrevocably pledged to the punctual payment of the principal of and interest on this 2020A Bond as the same become due. In the resolution hereinabove referred to adopted on June 16, 2020, it is recited that adequate provision will be made for raising annually by tax upon all property subject to taxation by the City of a sum sufficient to pay the interest on and principal of this Bond as the same shall become due.

This Bond shall not be valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Paying Agent and Registrar.

It is hereby certified, recited and declared that all acts, conditions and things required to have happened, to exist and to have been performed precedent to and in the issuance of this 2020A Bond and the series of which it is one, do exist, have happened and have been performed in regular and due time, form and manner as required by law, and that this 2020A Bond and the 2020A Bonds of the series of which this 2020A Bond is one do not exceed any constitutional or statutory limitation of indebtedness.

IN WITNESS WHEREOF, the City, by its Council, has caused this 2020A Bond to be executed by the manual or facsimile signature of its Mayor; the seal of the City or a facsimile thereof to be impressed or imprinted hereon or affixed hereto, attested by the manual or facsimile signature of the Comptroller; and this Bond to be dated as of the Dated Date set forth above.

CITY OF MEMPHIS, TENNESSEE

[SEAL]

Mayor

ATTEST:

Comptroller

(FORM OF ASSIGNMENT)

For value received, _____ hereby sells, assigns and transfers unto

PLEASE INSERT SOCIAL SECURITY
OR OTHER TAX IDENTIFYING NUMBER

OF ASSIGNEE:

the within-mentioned Bond and hereby irrevocably constitutes and appoints _____, attorney, to transfer the same on the books of registry of the City kept at the principal office of the Paying Agent and Registrar with full power of substitution in the premises.

Dated: _____

Registered Owner

Signature Guaranteed: _____

NOTE: The signature to this assignment must correspond with the name as written on the face of the within Bond in every particular, without alteration, enlargement or any change whatsoever.

Certificate of Authentication

This Bond is one of the Bonds described in the within mentioned Resolution

As Bond Paying Agent and Registrar

By: _____

Authorized Officer

Date of Authentication: _____

SECTION 12. Sale of Bonds. The 2020A Bonds shall be sold at public sale on a date to be selected by the Chief Financial Officer and at a price of not less than 98% of the principal amount of the 2020A Bonds. The Chief Financial Officer is hereby authorized to publish and distribute a Notice of Sale of the 2020A Bonds, substantially in the form previously delivered to the Council members, with such changes as shall be approved by the Chief Financial Officer, upon the advice of counsel (including the Chief Legal Officer/City Attorney, Co-Bond Counsel and Co-Disclosure Counsel) and the City's Co-Financial Advisors, which approval shall be conclusively evidenced by its publication and distribution, as applicable. The Chief Financial Officer is also hereby authorized to distribute to purchasers of and investors in the 2020A Bonds a Preliminary Official Statement of the City relating to the 2020A Bonds (the "Preliminary Official Statement"), substantially in the form previously delivered to the Council members, with such changes as shall be approved by the Chief Financial Officer, upon the advice of counsel (including the Chief Legal Officer/City Attorney, Co-Bond Counsel and Co-Disclosure Counsel) and the City's Co-Financial Advisors, which approval shall be conclusively evidenced by its publication and distribution, as applicable. As so changed, the Preliminary Official Statement may recite, or the Chief Financial Officer may separately certify, that it is in a form which is "deemed final" as of its date as described in, and with such omissions as are permitted by, Rule 15c2-12(b)(1) of the United States Securities and Exchange Commission (the "SEC"), but is subject to revision, amendment and completion of a final Official Statement as defined in- Rule 15c2-12(e)(3) of the SEC, and the Chief Financial Officer is authorized to separately so certify. The Chief Financial Officer also is hereby authorized to prepare or cause to be prepared, and distribute or cause to be distributed, and the Mayor or Chief Financial Officer is hereby authorized to execute, an Official Statement, relating to the 2020A Bonds (the "Official Statement") in substantially the form of the Preliminary Official Statement as so modified, after the same has been completed by the insertion of the maturities, interest rates, and other details of the 2020A Bonds and by making such other insertions, changes or corrections as the Chief Financial Officer, based on the advice of counsel (including the Chief Legal Officer/City Attorney, Co-Bond Counsel and Co-Disclosure Counsel) and the City's Co-Financial Advisors, deem necessary or appropriate, such approval to be conclusively evidenced by the execution thereof; and the Council hereby authorizes the Preliminary Official Statement and the Official Statement and the information contained therein to be used by the initial purchasers in connection with the sale of the 2020A Bonds.

A Continuing Disclosure Agreement between the City and Digital Assurance Disclosure, L.L.C., as disclosure dissemination agent ("DAC"), substantially in the form described in the Preliminary Official Statement (as the same may be amended pursuant to the terms thereof, the "Continuing Disclosure Agreement"), is hereby authorized to be executed and delivered by the Mayor, upon consultation with the Chief Financial Officer. The form of Continuing Disclosure Agreement as executed and delivered may include such changes as shall be approved by such officers, upon the advice of counsel (including the Chief Legal

Officer/City Attorney, Co-Bond Counsel and Co-Disclosure Counsel), which approval shall be conclusively evidenced by the execution thereof.

Upon termination of DAC's services as disclosure dissemination agent under the Continuing Disclosure Agreement, the City agrees to appoint a successor disclosure dissemination agent under a successor continuing disclosure agreement, the execution and delivery of which by the Mayor, upon consultation with the Chief Financial Officer and advice of counsel (including the Chief Legal Officer/City Attorney, Co-Bond Counsel and Co-disclosure Counsel), is hereby authorized, to assume substantially the same responsibilities or, alternately, agrees to assume all disclosure responsibilities of DAC or the entity then serving as disclosure dissemination agent under such Continuing Disclosure Agreement. For purposes of the next paragraph, any such successor agreement or assumption of responsibilities by the City also shall be deemed to be a "Continuing Disclosure Agreement."

The City covenants with the holders from time to time of the 2020A Bonds that it will, and hereby authorizes the appropriate officers and employees of the City to take all action necessary or appropriate to, comply with and carry out all of the provisions of the Continuing Disclosure Agreement as amended from time to time. Notwithstanding any other provision of this resolution, failure of the City to perform in accordance with the Continuing Disclosure Agreement shall not constitute a default under this resolution and the Continuing Disclosure Agreement may be enforced only as provided therein.

SECTION 13. Application of Proceeds of Sale of the Bonds. Proceeds of the sale of the 2020A Bonds shall be applied as follows:

(A) Accrued interest received on the 2020A Bonds, if any, from their dated date to the date of delivery of and payment for the 2020A Bonds shall be applied to the payment of interest on the 2020A Bonds on the first interest payment date thereof.

(B) The balance shall be paid to the City to be deposited with a financial institution regulated by the Federal Deposit Insurance Corporation or similar or successor federal agency to be determined by the Chief Financial Officer to be kept separate and apart from all other funds of the City. The funds shall be disbursed solely to (i) pay costs of the public works projects authorized herein or reimburse the City for the prior payment thereof, and (ii) pay costs of issuance of the 2020A Bonds. The funds shall be invested as directed by the Chief Financial Officer in such investments as shall be permitted by applicable law and the earnings thereon shall be applied to the purposes described above. Any funds remaining following completion of the public works projects shall be deposited to the applicable City debt service fund to be used to pay debt service on the 2020A Bonds. The Chief Financial Officer shall be authorized to amend the budget of the debt service fund to account for any changes made in compliance with this section.

SECTION 14. Defeasance. If the City shall pay and discharge the indebtedness evidenced by any of the 2020A Bonds in any one or more of the following ways, to wit:

(a) By paying or causing to be paid the principal of and interest on such 2020A Bonds as and when the same become due and payable; or

(b) By depositing or causing to be deposited with any trust company or bank whose deposits are insured by the Federal Deposit Insurance Corporation and which has trust powers (the "Agent" which Agent may be the Paying Agent and Registrar), in trust, on or before the date of maturity or redemption, sufficient money or obligations of the United States of America that, at the time of the purchase thereof, are permitted investments under Tennessee law for the purposes described in this Section 14 (the "Obligations"), the principal of and interest on which, when due and payable, will provide sufficient moneys to pay or redeem such 2020A Bonds and to pay premium, if any, and interest thereon when due until the maturity or redemption date (provided, if such 2020A Bonds are to be redeemed prior to maturity thereof, proper notice of such redemption shall have been given or adequate provision shall have been made for the giving of such notice); or

(c) By delivering such 2020A Bonds to the Paying Agent and Registrar for cancellation;

and if the City shall also pay or cause to be paid all other sums payable hereunder by the City with respect to such 2020A Bonds, or make adequate provision therefor, and by resolution of the Council instruct any such Agent to pay amounts when and as required to the Paying Agent and Registrar for the payment of principal of and interest and redemption premiums, if any, on such 2020A Bonds when due, then and in that case the indebtedness evidenced by such 2020A Bonds shall be discharged and satisfied and all covenants, agreements and obligations of the City to the holders of such 2020A Bonds shall be fully discharged and satisfied and shall thereupon cease, terminate and become void.

If the City shall pay and discharge the indebtedness evidenced by any of the 2020A Bonds in the manner provided in clause (b) above, then the registered owners thereof shall thereafter be entitled only to payment out of the money or Obligations of the United States of America deposited as aforesaid.

Except as otherwise provided in this Section 14, neither the Obligations of the United States of America nor moneys deposited with the Agent pursuant to this Section nor principal or interest payments on any such Obligations of the United States of America shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal and premium, if any, and interest on said 2020A Bonds; provided, that any cash received from such principal or interest payments on such Obligations of the United States of America deposited with the Agent, (i) to the extent such cash will not be required at any time for such purpose, shall be paid over to the City as received by the Agent and (ii) to the extent such cash will be required for such purpose at a later date, shall, to the extent practicable, be reinvested in Obligations of the United States of America maturing at times and in amounts sufficient to pay when due the principal and premium, if any, and interest to become due on said 2020A Bonds on or prior to such redemption date or maturity date thereof, as the case may be,

and interest earned from such reinvestments shall be paid over to the City, as received by the Agent.

SECTION 15. TDZ Revenues. There has previously been established within the downtown area of the City a Tourism Development Zone (the “Downtown TDZ”) pursuant to The Convention Center and Tourism Development Financing Act of 1998, codified at T.C.A. Title 7, Chapter 88, Sections 7-88-101 *et seq.*, as heretofore or hereafter amended (the “Tourist Development Financing Act”). The City uses Tourism Development Zone revenues (the “TDZ Revenues”) made available by the State of Tennessee (the “State”) pursuant to the Tourist Development Financing Act to finance the cost of “qualified public use facilities” (as defined in the Tourist Development Financing Act, and which may, among other things, include the Convention Center). The City intends to apply any excess TDZ Revenues to the payment of debt service on the 2020A Bonds. Application to the State for any approval that may be required for the receipt and use of TDZ Revenues as contemplated by, or by the documents authorized by, this resolution is hereby authorized. In furtherance thereof, the Mayor is hereby authorized to execute and deliver an agreement with the State to amend, restate, revise, supercede and/or replace the Agreement Concerning Memphis Tourism Development Zone, dated as of April 24, 2017, by and between the City and the State, and the Temporary Statement of Intent referred to therein, upon consultation with counsel (including the Chief Legal Officer/City Attorney, Co-Bond Counsel and Co-Disclosure Counsel), its execution to be conclusive evidence of such consultation.

SECTION 16. Further Authorizations. The appropriate officers and employees of the City are hereby authorized to take all such actions and execute such documents (upon advice of counsel (including the Chief Legal Officer/City Attorney, Co-Bond Counsel and Co-Disclosure counsel)) as shall be necessary to effect the delivery of and payment for the 2020A Bonds and as may be reasonably required to carry out, give effect to and consummate the transactions contemplated hereby, including the purchase, if deemed to the City’s financial advantage, of a bond insurance policy guaranteeing payment of principal of and interest on the 2020A Bonds and to provide for the payment of the premium cost thereof.

SECTION 17. Severability. If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements and provisions hereof or of the 2020A Bonds issued hereunder.

SECTION 18. Repealer. All resolutions in conflict or inconsistent herewith are hereby repealed insofar as any conflict or inconsistency.

SECTION 19. Effective Date. This resolution shall not become effective unless and until the Initial Resolution shall have been adopted and published, the protest period with respect to the Initial Resolution as set forth in Section 9-21-206 of the T.C.A. shall have

expired, and no sufficient petition protesting the issuance of the 2020A Bonds shall have been filed as permitted by law.

52894549.v5

AN INITIAL RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED THIRTY-ONE MILLION DOLLARS (\$31,000,000) GENERAL OBLIGATION BONDS OF THE CITY OF MEMPHIS, TENNESSEE, PURSUANT TO THE LOCAL GOVERNMENT PUBLIC OBLIGATIONS ACT OF 1986, BEING TITLE 9, CHAPTER 21, OF THE TENNESSEE CODE ANNOTATED, FOR THE PURPOSE OF FINANCING THE COST OF PUBLIC WORKS PROJECTS IN THE CITY.

BE IT RESOLVED by the Council of the City of Memphis, Tennessee as follows:

1. It is hereby determined that there shall be issued and there are hereby authorized to be issued general obligation bonds of the City of Memphis, Tennessee (the "City"), in the maximum principal amount of not to exceed thirty-one million dollars (\$31,000,000), pursuant to the Local Government Public Obligations Act of 1986, being Title 9, Chapter 21, of the Tennessee Code Annotated (the "Code"), for the purpose of financing the cost of the following public works projects:

Abattoirs, acquisitions of land for the purpose of providing or preserving open land, airports, alleys, ambulances, auditoriums, bridges, city halls, city stables or garages, community houses, corrective, detention and penal facilities, including but not limited to, jails, workhouses and reformatories, courthouses, culverts, curbs, dispensaries, drainage systems, including storm water sewers and drains, electric plants and systems, expositions, facilities for the handicapped, including physically and mentally handicapped, facilities for the indigent, fairgrounds and fairground facilities, fire department equipment and buildings, fire alarm systems, flood control, garbage collection and disposal systems, gas and natural gas systems and storage facilities, heat plants and systems, harbor and riverfront improvements, health centers and clinics, including medical and mental health centers and clinics, highways, major roads, highway and street equipment, hospitals, hotels and supporting or incidental facilities built by the

City which are built adjacent to and as a supporting facility of civic or convention centers located in the central business improvement district of the City created under the provisions of the Central Business Improvement District Act of 1971, compiled in Title 7, Chapter 84 of the Code, improvements made pursuant to a plan of improvement for a central business improvement district created pursuant to the Central Business Improvement District Act of 1971, compiled in Title 7, Chapter 84 of the Code, incinerators, law enforcement and emergency services equipment, levees, libraries, markets, memorials, museums, nursing homes, parks, parking facilities, parkways, playgrounds, plazas, port facilities, docks and dock facilities, including any terminal storage and transportation facilities incident thereto, public art, public buildings, preserves, railroads, including the extension of railroads, and railway beltlines and switches, reclamation of land, recreation centers and facilities, reservoirs, rights-of-way, river and navigation improvements, roads, sanitariums, schools, transportation equipment for schools, sewers, sewage and waste water systems, including, but not limited to, collection, drainage, treatment and disposal systems, ship canals, sidewalks, stadiums, streets, swimming pools, thermal transfer generating plants and/or distribution systems, tunnels, viaducts, voting machines, water treatment distribution and storage systems, wharves, zoos, business parks, industrial parks, urban renewal projects, urban transit facilities, facilities for the storage and maintenance of any of the items of equipment which constitute public works projects, all property real and personal, appurtenant thereto or connected with such work, undertaking or project, and the existing work, undertaking or project, if any, to which such work, undertaking or project is an extension, addition, betterment or improvement and any other project for the benefit of the people at large of the City where any state or federal agency will match the funds of the City with grants-in-aid or gratuities to subsidize or assist in the development of a public works

project, and all other items relating to a public works project as provided in Section 9-21-105(21) of the Code.

2. Such bonds shall bear interest at such rate or rates not to exceed the maximum rate permitted by law at the time of sale thereof, payable in such manner and at such times as shall hereafter be determined by or pursuant to a subsequent resolution of the Council of the City.

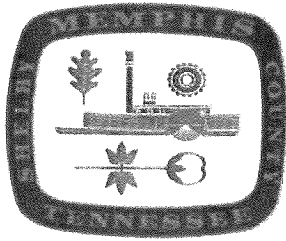
3. Such bonds shall be payable from ad valorem taxes levied upon all the taxable property in the City and other available revenues of the City, and the full faith and credit and unlimited taxing power of the City shall be pledged to the punctual payment of the principal thereof and the interest thereon.

4. In the event that it is determined that it is in the City's best financial interest to expend moneys from other sources of the City prior to issuance of the bonds and to reimburse such expenditures from such other sources from the proceeds of the bonds when sold, the Chief Financial Officer is hereby authorized to declare from time to time the official intent on behalf of the City as to reimbursement from the proceeds of the bonds of expenditures made from other sources of the City.

5. This complete resolution shall be published once in a newspaper of general circulation in the City, together with a notice substantially in the form prescribed by Section 9-21-206 of the Code.

6. This resolution shall take effect immediately upon its adoption.

52894346.v4



Memphis City Council Summary Sheet

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

This is a Resolution requesting the approval for the sale of City owned surplus parcel acquired by the City of Memphis, located at 0 Willowview Avenue in Memphis, Shelby County, Tennessee 38111 and further described as Parcel ID # 058102 00019.

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.

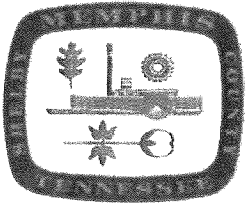
This item does not require a change to an existing ordinance.

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.



**A Resolution approving the sale of 0 Willowview Avenue- Parcel ID #058102
00019 Memphis, Tennessee 38111**

Whereas the City of Memphis owns a surplus parcel located at 0 Willowview Avenue and is further identified by Shelby County Tax Assessor as Parcels 058102 00019 containing 0.523 ac, more or less;

Whereas the sale of the surplus parcel will increase the General Fund, generate tax revenue, and eliminate blight and maintenance cost for the City of Memphis;

Whereas Yeni Carolina Quijada Serrano, submitted an offer of Five Thousand Dollars (\$5000.00) for the Parcel along with a Five Hundred Dollars (\$500.00) Earnest Money deposit to the City of Memphis Real Estate Center; and

Whereas it is deemed to be in the best interest of the Citizens of the City of Memphis and County of Shelby that said sale be accepted subject to City Ordinance 5637, Amendment to Section 2-291(A) of the City's Code of ordinance; 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."

Resolved, by the Council of the City of Memphis that the offer made by Yeni Carolina Quijada Serrano 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.

Exhibit A



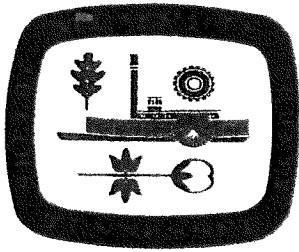
Sheldandra Y. Ford
Shelby County Register of Deeds

Owner: CITY OF MEMPHIS
Parcel Address: 0 WILLOWVIEW AVE, MEMPHIS
Parcel ID: 058102 00019
2020 Appraisal: \$4,700
Tax District: MEMPHIS
Year Built:
Lot Number:
Subdivision: EAST MEMPHIS PARK

Plat BK & PG: UNKNOWN
Dimensions:
Total Acres: 0.523
Owner Address: 0 GENERAL DELIVERY
MEMPHIS, TN
38101-9999

Map prepared on 3/27/2020





Memphis City Council Summary Sheet

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

This is a Resolution requesting the approval for the sale of a City owned parcel located a 0 E. Utah Avenue in Memphis, Shelby County, Tennessee and further described as Parcel ID # 024057 00028.

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.

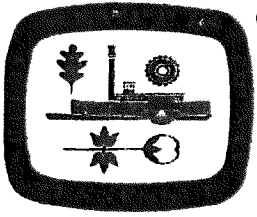
This item does not require a change to an existing ordinance.

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.



**A Resolution approving the sale of 0 E. Utah Avenue- Parcel ID #024057 00028
Memphis, Tennessee 38106**

Whereas the City of Memphis owns a surplus parcel located at 0 E. Utah Avenue and is further identified by Shelby County Tax Assessor as Parcels 024057 00028 containing 0.082ac, more or less;

Whereas the sale of the City owned parcel will increase the General Fund, generate tax revenue, and eliminate blight and maintenance cost for the City of Memphis;

Whereas Jesse Price an adjoining property owner, submitted an offer of Five Hundred Dollars (\$500.00) for the Parcel along with a Fifty Dollars (\$50.00) Earnest Money deposit to the City of Memphis Real Estate Center; and

Whereas it is deemed to be in the best interest of the Citizens of the City of Memphis and County of Shelby that said sale be accepted subject to City Ordinance Section 2-291(A) of the City's Code of ordinance; 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.

Resolved, by the Council of the City of Memphis that the offer made by Jessie and Shawn Price 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.



Sheldra Y. Ford
Shelby County Register of Deeds

MEMPHIS CITY OF COMM DEV

Owner:

Parcel Address: 0 E UTAH , MEMPHIS

Parcel ID: 024057 00028

2020 Appraisal: \$1,900

Tax District: MEMPHIS

Year Built:

Lot Number: 90

Subdivision: RANDOLPH'S FLORIDA

Plat BK & PG: 7-111

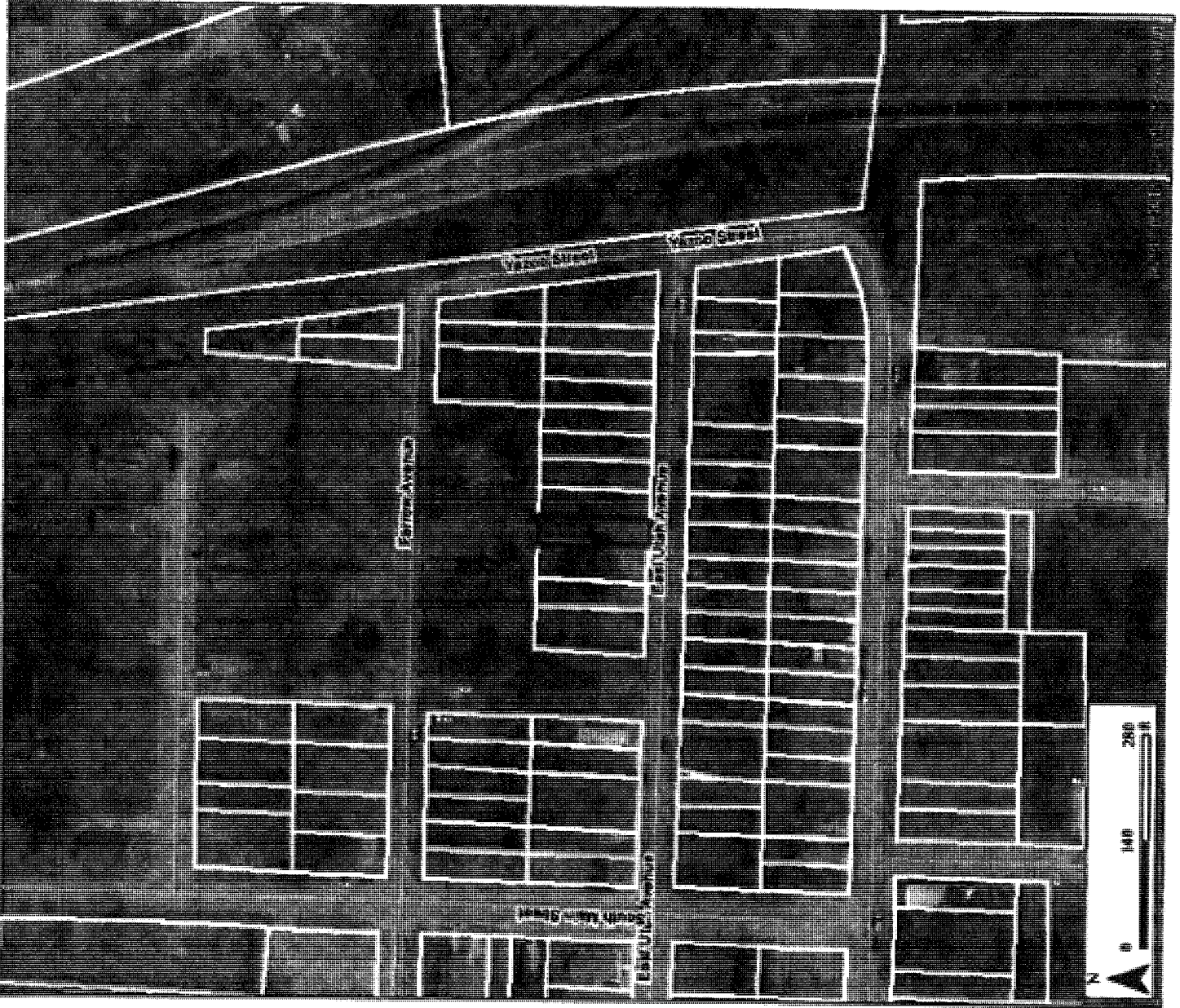
Dimensions: 30 X 119

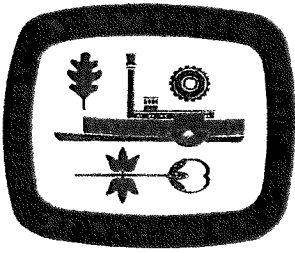
Total Acres: 0.082

Owner Address: 125NMAINST

MEMPHIS, TN

38103-2026





Memphis City Council Summary Sheet

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

This is a Resolution requesting the approval of the sale of a City owned vacant parcel located at 1534 Robin Hood Lane, and further described as Parcel #058086 00047, Memphis, Shelby County, Tennessee. The proposed sale will be executed pursuant to the Mow-to-Own Program as described in the amended ordinance 2-291.1 and the approved Memorandum of Understanding (MOU).

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.

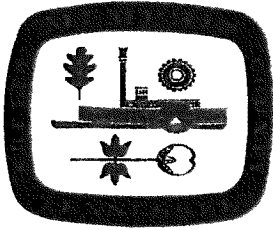
This item does not change an existing ordinance.

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 budget amendment.



**A Resolution approving the sale of 1534 Robin Hood Lane,
Memphis, TN 38111 to Lori Vongphrachanh and Troy Connatser as part of the
Mow-to-Own Program**

Whereas the City of Memphis is the owner of a vacant parcel located at 1534 Robin Hood Lane, Memphis, TN 38111 and further described as Parcel # 058086 00047. The City no longer has a need for the parcel and has declared it eligible for the Mow-to-Own Program;

Whereas Lori Vongphrachanh and Troy Connatser have qualified and been approved to be a participant in the Mow-to-Own program and have signed the required Memorandum of Understanding and have submitted the required \$175 administrative fee;

Whereas The City of Memphis, Lori Vongphrachanh and Troy Connatser have mutually agreed on the sale amount of \$1,650;

Whereas the sale of 1534 Robin Hood Lane 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 said sale be accepted subject to City Ordinance 2-291 and 2-291.1 as well as the terms and conditions in the Memorandum of Understanding, "now, therefore, be it"

Resolved, by the Council of the City of Memphis, the above described parcel be hereby approved for sale subject to the City Ordinance 2-291.1 as amended (Mow-to-Own Program) which states in part, "The manager of the city real estate department shall be authorized to sell tax adjudicated vacant property that adjoining property owners have maintained and are able to purchase through credits and pursuant to the terms of a Memorandum of Understanding (MOU), see attached signed and executed MOU."

Be it further resolved, that subject to the Ordinance, the City of Memphis Real Estate Department shall manage, prepare and arrange for credits to be applied for the mowing of the property and the subsequent 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 deed or any other documents necessary to complete the sale and conveyance.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is hereby entered into this 17th day of April, 2019 by and between the City of Memphis, TN, a Tennessee municipal corporation, by and through its Department of General Services, (“Seller”), and Lorie Vongphrachanh and Troy Connatser, (“Purchasers”), which are collectively referred to as the “Parties”.

RECITALS

- A. **WHEREAS**, the City’s Department of General Services instituted a Mow to Own Program (“Program”) as part of the City of Memphis’ ongoing efforts to improve neighborhoods by returning vacant, abandoned, and underutilized properties into productive community assets; and,
- B. **WHEREAS**, under the Program homeowners may qualify and be approved for the purchase of vacant lot(s) adjacent to their home; and
- C. **WHEREAS**, under the Program non-profit organizations that are registered and in good standing with the State of Tennessee, that are existing stakeholders within the same neighborhood as specific vacant lots may qualify and be approved for purchase thereof; and,
- D. **WHEREAS**, the Purchaser has successfully submitted an application, to the Seller, attached here to and made a part here of and marked “Exhibit A” (“Application”), outlining the Purchaser’s maintenance program of the specific vacant lot(s) identified as “Exhibit B” attached here to and made a part hereof; and,
- E. **WHEREAS**, in exchange for the Purchaser’s commitment to maintain the vacant lot(s), the Seller agrees to permit the non-exclusive use thereof; and,
- F. **WHEREAS**, the Parties are in agreement and desire to memorialize their intentions relative to the purchase of the vacant lot(s); and,

NOW, THEREFORE, subject to subsequent approval of Memphis City Council, the Parties hereby agree as follows:

- 1. Subject to all terms and conditions of this MOU and the Application, the Seller may submit to the Memphis City Council a resolution requesting authority to sell, “As-Is Where-Is” by quitclaim deed, the following real property (“Property”) to the Purchaser:

Tax Parcel № 058086 00047;

Commonly known as 1534 Robin Hood Lane., Memphis, TN 38111;

Situated in the County of Shelby, in the State of Tennessee, and in the City of Memphis and bounded and described as follows:

Part of Lot 19, E.L. Roger's East Memphis Park Subdivision, Section A, and being the same property described in Instrument # 09133724 recorded in the Shelby County Register's Office, Shelby County, Tennessee.

2. Purchaser shall pay the Seller the recording fee to the Shelby County Register.
3. The Seller will credit to the Purchaser at the time of conveyance, the sum not to exceed One Thousand Three Hundred and Fifty Dollars and 00/100 U.S. Dollars (\$1,350.00) against the agreed upon purchase price, for the value of the maintenance made to the Property according to the Application. If this MOU is terminated for any reason or if the sale of the Property is not approved by Memphis City Council, Purchaser agrees that it shall not be reimbursed or compensated for any maintenance undertaken on the Property.
4. Until conveyance of the Property to the Purchaser, Purchaser may only have non-exclusive rights of access and use of the Property consistent with the terms of this MOU and the Application. Purchaser shall not permit any waste or damage to Property and shall not occupy or use the Property for any purposes that are unlawful, hazardous, unsanitary, noxious, or offensive.
5. Purchaser shall not conduct any business on the Property for profit or otherwise, except for the permitted access and maintenance uses described in this MOU.
6. Purchaser shall not store or use petroleum-based products, fertilizers, pesticides, or other chemicals on the Property, while the Property is still owned by the Seller
7. No alcoholic beverages or controlled substances of any kind shall be permitted, consumed, used, or kept on the Property, while the Property is still owned by the Seller.
8. At the time the Quit Claim deed is recorded, the City shall submit the necessary application with the Shelby County Assessor's Office to combine the Property with the Purchaser's existing adjacent property, if applicable.
9. Purchaser shall continue to maintain the Property in a manner consistent with the Application and all local, state, and federal laws, regulations, and property/housing/zoning codes.

10. Purchaser hereby waives and releases the City of Memphis, TN all of its departments and divisions and all of its employees, agents or other representatives from any loss, claim, cause of action, damage, or liability whatsoever, whether without limitation strict or absolute liability in tort or by statute imposed, charge, cost or expense, including without limitation, attorneys' fees to the extent any damage or loss to property or injury or death resulting in any manner from this MOU, Application, or exercising the rights and obligations therein.
11. Purchaser hereby agrees to indemnify the City of Memphis, TN, all of its departments and divisions and all of its employees, agents or other representatives against any monetary award, both compensatory and punitive, or equitable relief by a judge or jury that may result from damages or loss to persons or property sustained as a result of this MOU, Application, or exercising the rights and obligations therein.
12. Purchaser shall not permit any interest or lien to be placed on the Property, while the Property is still owned by the Seller.
13. In the event the Purchaser:
 - A. Fails to perform the terms of this MOU; or
 - B. No longer owns a lot adjacent to the Property; or
 - C. Violates the terms of the Application, including the timely payment of the purchase price; or
 - D. If the Memphis City Council fails to pass the necessary Resolution,

This MOU shall automatically terminate and become null and void and neither party shall have further liability to the other arising out of this MOU, except paragraphs 10, 11 and 12, which shall survive.

14. Purchaser shall not assign, lease or otherwise transfer any rights under this MOU, without the written consent of the City of Memphis, Department of General Services and City Council.

IN WITNESS WHEREOF, the Parties have executed this MOU this 17th day of April, 2019.

CITY OF MEMPHIS, TN

a municipal corporation

Maria Bell
Administrator, Memphis Code Enforcement

Lorie Vongphanh
Lorie Vongphanh

Purchaser

Troy Connatser

Troy Connatser

Purchaser

3. Have you or your Company/Organization ever been found guilty by Environmental Court of violating the City Housing Code? Please explain a "yes" answer below. Use additional paper if needed.

Yes

No

- The City reserves the right to reject the applications of any applicant for any reason, including but not limited to the following:
 - Applicants who are delinquent in the payment of local property taxes
 - Applicants who own unoccupied properties
 - Applicants whose properties are in violation of City Codes.

Tax Payment/MLGW Info:

- Include with your application a printout of the tax payment history from the Shelby County Trustee's and the City's e-payment website for each of the properties listed above. Alternatively, a copy of a paid receipt will be accepted.
- Include with your application a copy of all current MLGW bills for each of the properties listed above.
- Except in rare situations, applications from owners of tax delinquent properties or properties with tax liens will not be approved.

About the property you wish to purchase: (To be completed by City of Memphis)

Parcel ID Number:	058086 00047
Address:	1534 ROBIN HOOD LN
Proposed Purchase Price:	\$ 1,650 (Revised sales price 3/9/2020)

Why do you want to purchase this City Property? Please describe your plans for the property here.

AGREEMENT FOR SALE AND PURCHASE OF REAL PROPERTY

THIS AGREEMENT (“Agreement”) FOR SALE AND PURCHASE OF REAL PROPERTY made and entered into as of the _____ day of July, 2020, (the “Effective Date”) by and between **The City of Memphis**, (“**Seller**”) and **Tillman Redevelopment LP with an address of 118 16th Avenue South, Suite 200, Nashville, TN 37203** (“**Purchaser**”)

WHEREAS, the Seller has agreed to sell, and the Purchaser has agreed to purchase, the property known as 2998 Tillman Cove, located in Memphis, Shelby County, Tennessee 38112, and being approximately 8.2 acres of land generally along Tillman between McAdoo Avenue and Waynoka Avenue, as more particularly described in the attached Exhibit A (the “Property”).

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, the parties hereto, intending to be legally bound, covenant and agree as follows:

1. SALE AND PURCHASE. Seller does hereby covenant and agree to sell and convey the Property as authorized and approved by the Mayor and Memphis City Council by Resolution No. _____ attached hereto as Exhibit B, together with all appurtenances and hereditaments thereon or attached thereto, to Purchaser and Purchaser covenants and agrees to purchase and accept the Property on the terms provided for herein.

1.1 Earnest Money. Within five (5) business days of the Effective Date of this Agreement, Purchaser shall deliver to Hagler Law Group, PLLC, whose offices are located at 2650 Thousand Oaks Boulevard, Suite 2140, Memphis, Tennessee 38103 (the “Escrow Agent”) in part payment of the Purchase Price, an earnest money deposit in the amount of TWENTY-FOUR THOUSAND THREE HUNDRED THIRTY and NO/100 DOLLARS (\$24,330.00) (the “Earnest Money”). If Purchaser shall fail to deliver the Earnest Money to the Escrow Agent by the 5:00 PM Central Time in accordance with the foregoing, this Agreement shall automatically terminate, and neither party shall thereafter have any further rights, obligations or liability hereunder. Any interest earned on the Earnest Money shall become part of the Earnest Money. The Earnest Money shall be held and disbursed as follows. During the Inspection Period, as hereinafter defined, the entire amount of the Earnest Money shall be fully refundable to Purchaser upon Purchaser’s exercise of its right to terminate this Agreement. From and after the expiration of the Inspection Period, provided Purchaser has not terminated this Agreement, the Earnest Money shall be considered non-refundable except in the event that Seller defaults under the terms of this Agreement.

2. TERMS OF PURCHASE AND SALE. The purchase and sale to be effected in accordance with the provisions of the Agreement shall be on the following terms:

2.1 Purchase Price. The price for the purchase and sale of the Property shall be **EIGHT HUNDRED ELEVEN THOUSAND and NO/100 Dollars (\$811,000.00)**, payable as cash at closing (the “Purchase Price”). Purchaser shall pay the Purchase Price to Seller by wire transfer of immediately available funds, subject to prorations and adjustments as provided for herein.

2.2 Prorations and Closing Costs.

a) Prorations at Closing. All items of income and expense related to the Property shall be apportioned and prorated as between the Seller and the Purchaser to the date of Closing and assumed by Purchaser.

b) Closing Costs.

1. Seller shall pay the following costs and expenses in connection with the Closing: Seller's costs of document preparation and attorney's fees and all recording costs charged by the office recording any releases to be recorded for any mortgages, deeds of trust, or other liens recorded against the Property.

2. Purchaser shall pay the following costs and expenses in connection with the Closing: title search and examination fees; the premium costs payable for the owner's policy of title insurance in an amount equal to the Purchaser Price from the Title Company (hereinafter defined) and the premium costs of any mortgage policy of title insurance; the Title Company closing and escrow fees; Purchaser's costs associated with its due diligence of the Property, including the cost of the Survey; all recording costs, transfer taxes, and indebtedness taxes charged by the office recording the Deed, any deed of trust, and any other documents to be recorded relating to the transfer of the property or Purchaser's financing, if any; and Purchaser's costs of document preparation and attorney's fees.

c) Real Estate Taxes. Real estate taxes for the year of Closing shall be apportioned and prorated by Escrow Agent as between the Seller and the Purchaser to the date of Closing and payment thereof assumed by Purchaser. Purchaser and Seller agree to make any necessary corrections, recalculations or adjustments between themselves and to pay their recalculated share of the tax prorations when correct assessment information becomes available. Purchaser shall have full responsibility for any real property ad valorem taxes that become due and payable as to the property from and after the Closing Date as a result of the property being transferred to a non-tax exempt entity (for clarity, the intent being that the Seller shall pay all ad valorem property taxes (if any) on the property for the years prior to the date hereof, and all ad valorem property taxes constituting a lien against the property for the year 2020 shall be prorated (on an accrual basis) as of the date hereof). The tax obligations of the parties contemplated above shall survive the Closing.

2.3 Closing. The closing of the purchase, and the delivery of the title to and possession of the Property to Purchaser, subject to the satisfaction of all conditions precedent set forth herein, including the conditions set forth in Section 2.5 below (the "Closing") shall occur in escrow through the Title Company, on or before April 1, 2021 (the "Closing Date"). Provided the Purchaser is not in default, the Purchaser has the option to extend the Closing Date an additional ninety (90) days by providing written notice to Seller.

2.4 Closing Deliveries. At Closing, the parties shall execute the following documents and take the following actions:

- a) Purchase Price. Purchaser shall deliver to Seller the Purchase Price, subject to the required adjustments and prorations set forth in this Agreement by wire transfer of funds or certified funds, payable to the order of Seller in the amount equal to the Purchase Price less the Earnest Money, adjustments and prorations as set forth in this Agreement.
- b) Special Warranty Deed. Seller shall execute and deliver to Purchaser the special warranty deed conveying to Purchaser fee simple title to the Property subject to the Permitted Exceptions. Purchaser acknowledges the special warranty deed will contain a general statement that the conveyance to Purchaser is being made subject to all easements and restrictions of record (in lieu of attaching a listing of encumbrances reflected in the Title Commitment).
- c) Title Insurance. Purchaser shall order and Purchaser shall pay for a policy of title insurance, with coverage in an amount equal to the Purchase Price, subject only to the Permitted Exceptions.
- d) Non-Foreign Affidavit. Seller shall execute and deliver to Purchaser an affidavit certifying that Seller is not a “foreign person” as defined in Section 1445 of the United States Internal Revenue Code of 1986, as amended, and containing Seller’s taxpayer identification number. In the event Seller is a “Foreign Person” under the meaning of IRC Section 1445(f)(3), Purchaser shall withhold the appropriate taxes from the proceeds due at Closing.
- e) Post-Closing Agreement. Seller and Purchaser shall enter into the Post-Closing Agreement (hereinafter defined) in form and substance as agreed to during the Inspection Period.
- f) Declaration of Covenants. Seller and Purchaser shall enter into the Declaration of Covenants (hereinafter defined) in form and substance as agreed to during the Inspection Period. The Declaration of Covenants shall be recorded with the register of deeds office at Closing.
- g) Closing Statement; Additional Documents. Seller and Purchaser shall execute a closing statement reflecting the financial aspects of the transaction and such additional documents and take such further actions as may be necessary to consummate the sale of the Property pursuant to this Agreement, provided, however, that the foregoing shall not be construed or deemed to expand the obligations of any party hereto or to remove any limitations on the obligations of any party hereunder.
- h) Seller's Affidavit. Seller shall execute and deliver to Purchaser at closing a title affidavit reasonably acceptable in form to the Title Company and Seller.

2.5 Pre-Closing Conditions. No later than the end of the Inspection Period, Seller must receive from Purchaser and approve in writing the following items:

- a) Documentation in the form of term sheets, letters of intent, or similar evidencing necessary funding is available to complete the project from legitimate, qualified sources for the costs of the design, development and construction of the project, including, but not limited to, Investor commitments associated with any Low-Income Housing Tax Credits (“LIHTCs”); and
- b) Project budget.

Seller shall have thirty (30) days from receipt of any item listed under this Section 2.5 to provide Seller’s written approval of such item. In the event Seller does not approve an item, Purchaser shall have thirty (30) days to modify and resubmit the item. If Purchaser and Seller fail to agree to the proposed modifications, Purchaser or Seller may terminate this Agreement by written notice to the other party and the Earnest Money shall be dispersed as set forth in Section 1.1. Seller acknowledges that Purchaser has previously submitted and Seller has approved (a) development plan inclusive of the development team, key professionals and their respective roles and time commitments, proposed tenant mix, phasing schedule, and marketing strategy, and (b) the design and aesthetic qualities of the project, including, but not limited to, land planning, landscape design, hardscape design, building design, signage and graphics.

2.6 Seller Work. Purchaser acknowledges and agrees that Seller has demolished any and all structures and performed all associated abatement, including grading and hydroseeding at the site, so that the Property is cleared and free of debris for Purchaser to proceed with site preparation and construction. Purchaser further acknowledges and agrees that such work has been completed to Purchaser’s complete satisfaction.

2.7 Inspection Period.

a) Property Documentation. Within ten (10) days of the Effective Date, Seller shall provide to Purchaser copies of all contracts, leases (if applicable), tax statements, engineering reports and studies, environmental reports, surveys, zoning approvals, utility letters, and other financial reports, and all other plans, reports or studies of any nature whatsoever regarding the Property which are in the custody of Seller, if any. Any due diligence materials delivered in connection herewith are provided without any representation or warranty by Seller as to the completeness or accuracy thereof.

b) Inspection Period. Purchaser shall have from the Effective Date until October 30, 2020 (the “Inspection Period”) to inspect or cause to be inspected all elements and aspects of the Property, including but not limited to, the physical and environmental condition of the Property, the availability of all permits and approvals, the location and availability of utilities and access, existing soil conditions, the impact of governmental requirements, the feasibility of using the Property as intended by Purchaser, and Purchaser’s ability to obtain financing.

c) Access. During the period occurring between the Effective Date and the Closing Date, Purchaser and its agents shall have the right to conduct investigations and studies upon the Property and to enter upon the Property upon reasonable notice and subject to the rights of tenants thereon (if applicable) for such purposes (“Purchaser Studies”); provided, however that if Purchaser desires to perform invasive testing of the Property, it shall first obtain the prior written approval of Seller, which approval shall not be unreasonably withheld. Purchaser agrees that all inspections and investigations of the Property by Purchaser shall be performed in compliance with all applicable laws. Purchaser shall indemnify and hold harmless Seller from and against all loss and expense paid or incurred by Seller if, and to the extent, the same result from or arise out of or in connection with Purchaser Studies, or any actions incident thereto, including any liens or other encumbrances filed against the Property in connection with any work performed as part of Purchaser’s Studies. Purchaser shall restore any damage to the Property caused by Purchaser or its agents or contractors as soon as practicable thereafter to substantially the same condition that existed prior to Purchaser’s Studies at Purchaser’s sole expense. Prior to entering upon the Property, Purchaser shall obtain, maintain and provide Seller, or shall cause any consultant, contractor or other person entering the Property to obtain, maintain and provide Seller, with proof of comprehensive general liability insurance in the amount of at least \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate, naming Seller as an additional insured and with coverages reasonably satisfactory to Seller. Notwithstanding any contrary provisions contained in this Agreement, in no event shall Purchaser be liable for any diminution in value of the Property resulting from its discovery of any condition or circumstances affecting the Property.

d) Post-Closing Agreement and Declaration of Covenants. Within sixty (60) days after the Effective Date, the parties shall negotiate and agree to the form and substance of a Post-Closing Agreement addressing certain requirements for the development and use of the Property and funding to be provided by the Seller for the development of the Property (the “Post-Closing Agreement”). For avoidance of doubt, Seller and Purchaser acknowledge that Purchaser has requested funding from Seller in the amount of One Million Dollars and that such amount shall be inclusive of all costs and expenses of Seller associated with (a) environmental studies (Phase I and Asbestos Study); (b) Shelby County permits for utility disconnects; (c) demolition activities; (d) Seller’s acquisition of the Property; and (e) Seller’s conveyance of the Property to Purchaser. The Post-Closing Agreement shall address the following: (1) Seller’s funding commitment and applicable claw-back provisions in the event Purchaser fails to satisfy the terms of the Post-Closing Agreement; (2) Purchaser’s commitment to satisfy Seller’s MWBE participation goals involving the hiring of local minority and women owned businesses for the project as approved by the Seller; (3) Purchaser’s obligation to train and employ low income individuals under the Section 3 Housing requirements; (4) Purchaser’s obligation to adhere to the mixed-use requirements of Seller, including but not limited to, affordable housing tenant mix requirements and satisfaction of Seller’s

affordability goal of 60% AMI; (5) occupancy requirements; and (6) Purchaser's commitment to maximize opportunities for local accredited and non-accredited investors to participate in Purchaser's proposed Opportunity Zone Fund structure. Purchaser and Seller shall also negotiate and agree to the form and substance of a Declaration of Covenants (the "Declaration of Covenants") to be recorded in the register of deeds office at Closing. The Declaration of Covenants shall contain certain use restrictions of the Seller, including but not limited to, restrictions regarding the affordable housing tenant mix consistent with Seller's affordability goal which shall not exceed an average of 60% AMI, and maintenance of the property as a mixed-use commercial and multifamily project for 15 years. If the parties have not agreed to the forms of the Post-Closing Agreement and Declaration of Covenants within sixty (60) days after the Effective Date, either party may terminate this Agreement and the Earnest Money shall be dispersed in accordance with Section 1.1. Notwithstanding the foregoing, Seller reserves the right to accept other covenants recorded against the Property that fully-address the items in the agreed form of the Declaration of Covenants in lieu of recording the Declaration of Covenants.

e) Notwithstanding anything in this Agreement to the contrary, if Purchaser determines, for any reason or no reason, in Purchaser's sole discretion, that the Property is not acceptable to Purchaser, Purchaser may terminate this Agreement upon written notice to Seller at any time prior to 5:00 PM Central Time on the last day of the Inspection Period ("Notification Date"). If Purchaser timely terminates this Agreement, the Earnest Money shall be promptly refunded to Purchaser, after Purchaser has delivered to Seller copies of any and all of Purchaser's third party due diligence reports, including but not limited to, any surveys, environmental reports, cost estimates for improvements, etc., this Agreement shall be deemed null, void and of no further force and effect, and the parties shall have no further liability or obligation under this Agreement, except for any obligation which expressly survives this Agreement, subject to the provisions of Section 1.1, above. If Purchaser does not provide Seller with written notice of termination on or before such time on the Notification Date, Purchaser shall be deemed to have elected not to terminate this Agreement, and the parties shall proceed to perform their respective obligations in accordance with and subject to the terms and conditions of this Agreement.

2.8 Extension Period. If the Post-Closing Agreement, Declaration of Covenants, and Pre-Closing Conditions have not been fully approved by Seller at the end of the Inspection Period, in addition to Seller's additional rights and remedies in this Agreement, Seller may, in its sole discretion, extend the period for negotiating the Post-Closing Agreement and Declaration of Covenants, or for approving the Pre-Closing items set forth in Section 2.5 above by a period of up to sixty (60) days (the "Extension Period"). The Extension Period will relate only to such open item(s) and not for any other diligence or title review purposes. The parties may only terminate the Agreement during the Extension Period for the failure of the parties to agree on the specific outstanding item, but the parties may not terminate the Agreement for any other reason.

2.9 Title to be Conveyed.

a) At Closing, title to the Property shall be conveyed by special warranty deed (the "Deed"), conveying fee simple interest to the Property subject to the following items ("Permitted Exceptions") (i) current real estate taxes and assessments, whether general or special, and any lien arising therefrom, which are not yet due and payable; (ii) any exceptions to title set forth in Schedule B-II of the Title Commitment unless timely objected to by Purchaser and cured by Seller in accordance with subsection (b) below; (iii) the standard preprinted exceptions set forth in the binder of the Title Commitment, including any matters which an accurate survey of the Property would disclose, (iv) zoning ordinances, building and use restrictions and easements; (v) the rights of the public and of any governmental unit in any part thereof taken, used or deeded for street, road, or highway purposes; (vi) matters arising out of any act of Purchaser or its agents, employees or representatives, (vii) matters waived by Purchaser as set forth in subsection (b) below.

b) Promptly after the Effective Date, Purchaser shall order (i) an ALTA owner's title insurance commitment prepared by Purchaser's Attorney as agent for Old Republic National Title Insurance Company (the "Title Company") covering the Property in the full amount of the Purchase Price (together with legible copies of underlying exceptions documents) (the "Title Commitment") and (ii) an ALTA/NSPS land title survey of the Property (the "Survey"). Purchaser shall deliver copies of the Title Commitment and Survey to the Seller promptly upon receipt. The Survey shall be certified to Purchaser, Seller, the Title Company, and any other parties specified by Purchaser, and the legal description in the Deed shall be the record legal description of the Property; provided however that if the description shown in the Survey (the "Surveyed Description") materially differs from the record description of the Property, the Seller shall execute and deliver at Closing a quitclaim deed conveying the property according to the Surveyed Description. Should the Title Commitment or Survey indicate the presence of any matters which Purchaser, in its sole discretion, believes adversely affect the value or marketability of title to the Property, such matters shall be considered "Title Defects." Purchaser shall have until September 30, 2020 ("Title Objection Deadline") to examine title to the Property and give written notice to Seller ("Notice of Title Objections") of any Title Defects. No later than the Title Objection Deadline, Purchaser may notify Seller of any objections it has to the Title Commitment and the Survey. If Purchaser fails to deliver the Notice of Title Objections on or before the Title Objection Deadline, Purchaser shall be deemed to have waived such right to object to the Title Defects and such Title Defects shall constitute Permitted Exceptions. If Purchaser does give Seller timely notice of any objectionable matters, Seller agrees to notify Purchaser no later than five (5) business days before the expiration of the Inspection Period as to whether Seller will cure such Title Defects noted in Purchaser's Notice of Title Objections ("Seller's Cure Items") by the Closing Date ("Seller's Cure Notice"); provided

however, that Seller's failure to deliver Seller's Cure Notice on or before five (5) business days before the expiration of the Inspection Period shall be deemed Seller's election not to cure any such Title Defects. If Seller is unable or unwilling to remedy any or all of the Title Defects noted in Purchaser's Notice of Title Objections (or is deemed to have elected not to remedy such Title Defects), then Purchaser may, at its election, prior to the Notification Date, provide written notice to the Seller of its intent to either (i) terminate this Agreement, or (ii) elect to proceed with the Closing and take title to the Property subject to such Title Defects. If Purchaser fails to deliver notice of its election by the Notification Date, Purchaser shall be deemed to have elected to proceed under subsection (ii) above and this transaction shall proceed to Closing in accordance with the other terms and conditions in this Agreement. Seller shall have no obligation to cure any title defect. If Seller elects not to cure any title defect, Purchaser's sole remedy shall be to either waive the defect and proceed to close or terminate this Agreement and receive a refund of the Earnest Money, pursuant to Section 1.1.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS OF PURCHASER AND SELLER.

3.1 Seller's Representations and Warranties. Seller warrants that it has the full right, power and authority to enter into this Agreement and has or will have at Closing full and complete authority to convey to Purchaser all of Seller's right, title and interest in the Property, if any.

3.2 Purchaser's Representations and Warranties. Purchaser represents and warrants to Seller that Purchaser, and each of its partners and/or members is a duly formed entity, is not a foreign entity, has not filed bankruptcy and has the full right, power and authority to enter into this Agreement and to perform its obligations hereunder if all conditions precedents are satisfied or waived. Purchaser represents and warrants to Seller that that the persons executing this Agreement on behalf of Purchaser have been duly and validly authorized by Purchaser to execute and deliver this agreement and shall have the right, power, and authority to enter into this Agreement and bind Purchaser. Purchaser further warrants that at the time of the Closing, Purchaser will have all necessary power and authority to consummate the transaction contemplated by this Contract.

3.3 Title. Seller further warrants and represents to Purchaser, its successors, assigns and nominees, that Seller will at Closing convey to Purchaser, or its designee, fee simple title to the Property by special warranty deed, free and clear of all encumbrances, liens or defects in title other than the Permitted Exceptions.

4. AS-IS Transaction; Seller Release.

PURCHASER ACKNOWLEDGES AND AGREES THAT IT HAS HAD AN OPPORTUNITY TO INSPECT THE PROPERTY AND THAT EXCEPT AS EXPRESSLY STATED IN SECTION 3.1 AND AS EXPRESSLY STATED IN THE SPECIAL WARRANTY DEED, SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS,

AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, EITHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO THE PROPERTY OR ITS VALUE, USE, OR CONDITION. ADDITIONALLY, NO PERSON ACTING ON BEHALF OF SELLER IS AUTHORIZED TO MAKE, AND BY EXECUTION HEREOF PURCHASER ACKNOWLEDGES THAT NO PERSON HAS MADE, ANY REPRESENTATION, AGREEMENT, STATEMENT, WARRANTY, GUARANTY OR PROMISE REGARDING THE PROPERTY OR THE TRANSACTION CONTEMPLATED HEREIN; AND NO SUCH REPRESENTATION, WARRANTY, AGREEMENT, GUARANTY, STATEMENT OR PROMISE, IF ANY, MADE BY ANY PERSON ACTING ON BEHALF OF SELLER SHALL BE VALID OR BINDING UPON SELLER UNLESS EXPRESSLY SET FORTH HEREIN. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS" CONDITION AND BASIS WITH ALL FAULTS. THE PROVISIONS OF THIS SECTION ARE AN IMPORTANT BASIS OF THE BARGAIN INDUCING SELLER TO CONVEY THE PROPERTY. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE CLOSING OR ANY TERMINATION HEREOF.

5. DEFAULT AND REMEDIES.

a) In the event of default by Purchaser under this Agreement, and provided Seller is not in default hereunder, then Seller may elect to declare forfeiture and obtain the entire Earnest Money as liquidated damages, in full termination of this Agreement, and the parties shall have no further liability or obligation under this Agreement, except for the obligations which expressly survive termination. Seller and Purchaser acknowledge and agree that the Earnest Money is a reasonable estimate of any damages that it may have suffered as a result of Purchaser's default. SELLER AND PURCHASER AGREE THAT PAYMENT OF THE EARNEST MONEY TO SELLER UNDER THIS SECTION 5 SHALL BE AS LIQUIDATED DAMAGES AND NOT AS A PENALTY.

b) If Seller breaches any of its covenants, agreements, representations or warranties contained in this Agreement, or if said representations and warranties are not true and correct on the date hereof and on the Closing Date, or if Seller fails to perform any affirmative obligation or consummate the sale contemplated herein for any reason, then provided that Purchaser is not in default hereunder and provided further that Purchaser has given Seller ten (10) days' written notice specifying the exact nature of such breach or failure, and if such breach or failure has not been cured within the earlier of ten (10) days after the date such notice was delivered and the Closing Date, Purchaser may elect either (1) the immediate refund of the entire Earnest Money and full termination of this Agreement, and the parties shall have no further liability or obligation under this Agreement, except that Purchaser shall remain obligated pursuant to the provisions hereof which survive termination, or (2) sue for specific performance of this Agreement, provided that such specific performance remedy shall be available to Purchaser only upon (a) Purchaser's full satisfaction of each of Purchaser's obligations under this Agreement, including without limitation Purchaser's obligation to deliver the

Earnest Money to the Escrow Agent and delivering sufficient proof to the Title Company and Seller that Purchaser is ready, willing and able to close this transaction, and (b) Purchaser commences its action of specific performance against Seller within thirty (30) days after the Closing Date. In no event shall Purchaser have the right to seek consequential damages, lost profit, or other monetary damages as a result of Seller's default under this Agreement.

6. CASUALTY. Except as provided herein, Seller assumes all risk of loss or damage to the Property by fire or other casualty until consummation of Closing, at which time all risk of loss or damage to the Property by fire or other casualty shall be transferred to Purchaser. If at any time on or prior to the Closing Date any portion of the Property is destroyed or damaged as a result of fire or any other cause whatsoever, Seller shall promptly give written notice thereof to Purchaser. If the estimated cost to repair the damage or destruction exceeds \$50,000.00 as reasonably estimated by Seller, Purchaser shall have the right to terminate this Agreement by written notice to Seller within ten (10) days following the date upon which Purchaser receives Seller's written notice of the destruction or damage. If Purchaser does not elect to so terminate this Agreement within said ten (10) day period, or if the cost of repair is equal to or less than \$50,000.00, this Agreement shall remain in full force and effect and the parties shall proceed to Closing without any reduction or adjustment in the Purchase Price. Purchaser acknowledges that Seller is self-insured, and Purchaser is not entitled to any insurance proceeds that may be paid under this Section under any circumstances.

7. NOTICE. In the event that notices are required for any reason under the terms of this Agreement, such notice shall be either mailed by United States Postal Service, return receipt requested, forwarded by overnight nationally recognized courier service, to the respective parties, at the addresses below (or at such other address as such parties shall advise the other parties in writing), postage prepaid, and shall be deemed received when delivered to a national overnight delivery service for delivery the following day, upon hand delivery or refusal to accept delivery and in the case of facsimile or email transmission, upon the sending of the facsimile or email properly addressed:

If to Seller: **City of Memphis**
125 N Main Street
Memphis, Tennessee 38103

Seller's Attorney: **Monice Hagler**
Hagler Law Group, PLLC
2650 Thousand Oaks Boulevard, Suite 2140
Memphis, Tennessee 38103

If to Purchaser: **Tillman Redevelopment LP**
c/o John Shepard
118 16th Avenue S., Suite 200
Nashville, Tennessee 37203

With a copy to : **Noah Gray**

Binghamton Development Corporation
P.O. Box 111447
Memphis, TN 38111

Purchaser's Attorney: Dwayne Barrett
Reno & Cavanaugh, PLLC
424 Church Street, Suite 2910
Nashville, Tennessee 37219

8. ASSIGNMENT. Purchaser shall not assign Purchaser's rights under this Agreement without the prior written consent of Seller. Purchaser hereby agrees that any such assignment to the proposed assignee shall not release Purchaser from any of his duties, liabilities or obligations under this Agreement. This Agreement is solely for the benefit of Seller and Purchaser, there are no third party beneficiaries hereof. Any assignment of this Agreement in violation of the foregoing provisions shall be null and void.

9. PROHIBITED PERSONS. Purchaser (a) is not an "enemy" or an "ally of the enemy" within the meaning of Section 2 of the Trading with the Enemy Act of the United States (50 U.S.C. App. §§ 1 et seq.), as amended, (b) is not in violation of (i) the Trading with the Enemy Act, as amended, (ii) any of the foreign assets control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as amended) or any enabling legislation or executive order relating thereto or (iii) the PATRIOT Act, and (c) is not a Sanctioned Person (hereinafter defined). As used herein, the term "Sanctioned Person" means (a) a person or entity named on the list of "Specially Designated Nationals and Blocked Persons" maintained by OFAC available at <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>, or as otherwise published from time to time, or (b) (i) an agency of the government of a Sanctioned Country, (ii) an organization controlled by a Sanctioned Country, or (iii) a person resident in a Sanctioned Country, to the extent subject to a sanctions program administered by the U.S. Department of Treasury's Office of Foreign Assets Control. As used herein, "Sanctioned Country" means a country subject to a sanctions program identified on the list maintained by OFAC and available at <http://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>, or as otherwise published from time to time.

10. WAIVER OF JURY TRIAL. EACH OF THE UNDERSIGNED WAIVES TRIAL BY JURY IN ANY COURT IN ANY SUIT, ACTION OR PROCEEDING ON ANY MATTER ARISING IN CONNECTION WITH THIS AGREEMENT OR IN ANY WAY RELATED TO THE TRANSACTIONS OF WHICH THIS AGREEMENT IS A PART. EACH OF THE UNDERSIGNED ACKNOWLEDGES THAT THIS WAIVER IS MADE KNOWINGLY AND VOLUNTARILY AFTER CONSULTATION WITH ITS ATTORNEY.

11. MISCELLANEOUS.

11.1 Entire Agreement; Interpretation. This Agreement represents the entire agreement between the parties hereto and there are no collateral or oral agreements or understandings. Any modifications or amendments to this Agreement shall be in writing and signed by all parties. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns.

11.2 Governing Law. This instrument shall be governed by and construed in accordance with the laws of the State of Tennessee.

11.3 Broker and Commissions. Seller and Purchaser represent and warrant each to the other that it has not employed or retained any broker, agent, or other finder with respect to this Agreement. To the extent permitted by law, each party agrees to indemnify the other from any other claims for commissions or similar fees for brokers or others claiming through such party. The provisions of this Section 11.3 shall survive the Closing.

11.4 Time is of the Essence. Time is of the essence with respect to this Agreement and the performance of the obligations set forth herein.

11.5 Days. Whenever this Agreement requires that something be done within a specified period of days, that period shall (i) not include the day from which the period commences, (ii) include the day upon which the period expires, (iii) expire at 5:00 PM Central Time on the day upon which the period expires, and (iv) be construed to mean calendar days; provided, that if the final day of the period falls on a Saturday, Sunday or legal holiday, the period shall extend to the first business day thereafter. Business day shall mean any day other than a Saturday, Sunday, or legal holiday.

11.6 Counterparts. The parties may execute this Agreement in any number of counterparts, each of which, when executed shall have the force and effect of an original, but all such counterparts shall constitute one and the same agreement. For purposes of this Agreement, a facsimile or .pdf signature shall be deemed the same as an original.

11.7 Severability. The provisions of this Agreement are severable. If any Section, subsection, sentence or provision shall be invalid or unenforceable, it shall not affect any of the remaining provisions of this Agreement, and all provisions shall be given full force and effect separately from the unenforceable or invalid Section, subsection, sentence or provision as the case may be.

11.8 Waiver. Any waiver by either party of a breach of any provision of this Agreement shall not operate as or be construed to be a waiver of any other breach of said provision or of any breach of any other provision of this Agreement. The failure of any party to insist upon strict adherence to any term of this Agreement on any one or more occasion(s) shall not be considered a waiver of or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

11.9 Captions. The captions in this Agreement are for convenience only and shall not define or limit the scope of this Agreement or the intent hereof. Time is deemed to be of the essence of all undertakings and agreements of the parties hereto.

12. ESCROW AGENT PROVISIONS. The Escrow Agent shall be **Hagler Law Group, PLLC**. All amounts paid to Escrow Agent under this Agreement (“Earnest Money”) shall be held in escrow upon the following terms and conditions:

12.1 The Earnest Money shall be held in Escrow Agent's IOLTA Trust Account, and no interest shall accrue thereon in favor of Purchaser or Seller.

12.2 If either party provides to Escrow Agent evidence satisfactory to Escrow Agent that it has exercised a timely right of termination as set forth in this Agreement, then Escrow Agent shall be and is hereby authorized and directed to disburse the Earnest Money in accordance with this Agreement.

12.3 In the event the Closing occurs, the Earnest Money shall be applied to the Purchase Price.

12.4 Purchaser and Seller agree that Escrow Agent shall not be liable to any party for any reason except due to Escrow Agent's gross negligence or willful or wanton misconduct.

12.5 Escrow Agent shall comply with any specific terms contained in this Agreement with respect to disbursement of escrow funds.

12.6 In the event of any dispute between any of the parties hereto sufficient in the sole discretion of Escrow Agent to justify its doing so, Escrow Agent shall be entitled to tender into the registry or custody of any court of competent jurisdiction all money or property in its hand held under the terms of the Purchase Agreement or this Agreement, together with such legal pleadings as it deems appropriate, and thereupon Escrow Agent shall be discharged from any further obligation under this Agreement.

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

SELLER:

THE CITY OF MEMPHIS

By: _____

Title: _____

PURCHASER:

TILLMAN REDEVELOPMENT LP

By: _____

Title: _____

ESCROW AGENT:

HAGLER LAW GROUP, PLLC

By: _____

Title: _____

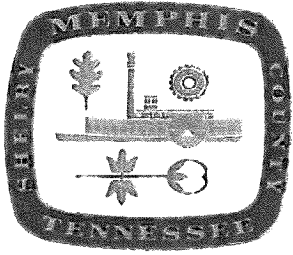
EXHIBIT A – LEGAL DESCRIPTION

The property is improved, and is municipally known as 2998 Tillman, Memphis, Tennessee.

Lot 10 and the South Part of Lot 11 of the George L. Holmes First Subdivision, as shown on plat of record in Record Book 43, Page 434, in the Register's Office of Shelby County, Tennessee, more particularly described as follows:

Beginning at a point where the east line of Tillman Street intersects with the south line of Lot 10 of the George L. Holmes First Subdivision, thence northwardly with the east line of Tillman Street 571.2 feet to a point 117.1 feet south of the south line of McAdoo Avenue, thence eastwardly parallel with the south line of McAdoo Avenue turning an angle of 89 degrees 40 minutes in the southeast quadrant, 666.93 feet to a point in the east line of said subdivision, thence southwardly with the east line of said subdivision turning an angle of 90 degrees 3 minutes in the southwest quadrant, 546.2 feet to a point in the north line of the N.C. and St. L. Railroad, thence westwardly 123.5 feet with the north line of the N.C. and St. L. Railroad to a point in the south line of Lot 10 of the said subdivision; thence westwardly with the south line of Lot 10 of said subdivision 543.0 feet to the point of beginning, less and except the dedication of Tillman Cove recorded August 18, 1949.

EXHIBIT B - RESOLUTION



City Council Item Routing Sheet

Division: Housing & Community Development **Committee:** Econ Dev & Tourism **Hearing Date:** 11/7/2017

- Ordinance Resolution Grant Acceptance
 Budget Amendment Commendation Other:

Item Description:
 Resolution to allocate and appropriated \$4,150,000.00 in available Tourism Development Zone surplus revenues for infrastructure improvement projects in the Pinch District.

Recommended Council Action:

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 taken by any other entity.

Does this item require city expenditure?	Source and Amount of Funds
\$ 4,150,000.00 Amount	\$ - Operating Budget
\$ - Revenue to be received	\$4,150,000.00 CIP Project # <u>CD18105 & CD180108</u>
	\$ - Federal/State/Other

Approvals

Director Paul A. Young Date 6/10/20
 Division _____ Date _____
 Chief _____ Date _____
 Budget Manager _____ Date _____
 Chief Financial Officer _____ Date _____
 City Attorney _____ Date _____

Chief Operating Officer
 _____ Date _____
Council Committee Chair
 _____ Date _____

ALLOCATION
 APPROPRIATION

CITY OF MEMPHIS
 CAPITAL IMPROVEMENT BUDGET
 REQUEST FOR COUNCIL TRANSFER

DIVISION: Housing & Community Development
 PROJECT: From- Downtown TDZ CIP GO Bonds
 To- CD18105-Pinch Sewer
CD18108-Pinch MLGW
 INITIATED BY: LaTonya T. Alexander

DATE: 06/10/20

TITLE: Accounting Budget Manager HCD

Finance Office Only		
Fund	Fiscal Month	Trans. No.
0400	12	

REVENUE

Award (Approp. Only)	Resource	CIP Project	AMOUNT	
			FROM	TO
FROM 11196	TDZ CIP GO Bonds		\$ 4,150,000.00	
TO 11196	Pinch Sewer	CD18105		\$ 2,650,000.00
	Pinch MLGW	CD18108		1,500,000.00

EXPENDITURES

Award (Approp. Only)	EXPENDITURES	CIP Project	AMOUNT	
			FROM	TO
FROM 11196	TDZ CIP GO Bonds		\$ 4,150,000.00	
TO 11196	Contract Construction	CD18105		\$ 2,650,000.00
	Contract Construction	CD18108		1,500,000.00

Justification: To allocate and appropriate available TDZ surplus revenues for Pinch District infrastructure improvement projects.

LA 6.10.2020

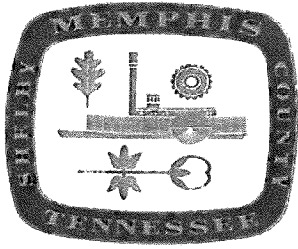
Approved: Paul A. Young 6/10/20
 Division Director

FOR TRANSFER: _____
 Budget Manager/Comptroller/Deputy Comptroller DATE

APPROVED: _____
 Chief Financial Officer DATE

Finance Only
 EFFECTIVE DATE

_____/_____/_____



Memphis City Council Summary Sheet

Please provide a brief summary of the item, in bullet form, not to exceed one page:

1. Item is a resolution to allocate and appropriate \$4,150,000.00 in available Tourism Development Zone surplus revenues for infrastructure improvement projects in the Pinch District.
2. The initiating party is the Division of Housing & Community Development.
3. Not a change to an existing ordinance or resolution.
4. New contracts will be required.
5. An expenditure of funds will be required.



Resolution to allocate and appropriate \$4,150,000 in available Tourism Development Zone surplus revenues for various infrastructure improvement projects in the Pinch District.

WHEREAS, the Memphis City Council in 1999 authorized and the Tennessee State Building Commission (the SBC) in 2001 approved the establishment of a Tourism Development Zone in Downtown Memphis (Downtown TDZ) pursuant to TCA §7-88-103 of the Convention Center and Tourism Development Financing Act of 1998, as amended (the TDZ Statute), and the SBC approved amendments to the Downtown TDZ in 2011 and 2018; and

WHEREAS, the Memphis City Council has previously approved resolutions requesting Center City Revenue Finance Corporation (CCRFC) issue and sell Bonds in an aggregate principal amount necessary to fund prior TDZ project costs (the TDZ Bonds); and

WHEREAS, pursuant to TCA §7-88-106, state and local sales and use taxes shall be apportioned and distributed to the City of Memphis from the State in an amount equal to the incremental increase in state and local sales and use tax revenue derived from the sale of goods, products and services within the Downtown TDZ in excess of base tax revenues (the TDZ Revenue); and

WHEREAS, pursuant to Section 406(c) of the Trust Indenture relative to the TDZ Bonds, any TDZ Revenue not required for debt service, debt service reserve replenishment, bond redemption or bond defeasance as of June 30th of any Fiscal Year shall be deemed as surplus (the Annual TDZ Surplus and cumulatively over time the TDZ Surplus); and

WHEREAS, the Pinch District is one of five components designated as Qualified Public Use Facilities (QPUFs) within the Downtown TDZ and is therefore eligible for TDZ expenditures, along with certain associated and ancillary development as set forth in TCA §7-88-103, which includes improvements to supportive infrastructure such as sanitary sewers and electrical; and

WHEREAS, such application of the TDZ Surplus by the Bond Trustee for such costs, heretofore mentioned, shall be carried out in accordance with the submission of a Written Request from the City to pay such Costs of the Project and a Certification to the Trustee certifying the projected TDZ Revenues to which the City is entitled to collect are sufficient to pay debt service and all other legally authorized obligations; and

WHEREAS, the City certifies that all debt service is paid current, all reserve accounts are fully funded, TDZ Revenues which the City is entitled to collect are projected to be sufficient to pay debt service with an acceptable Debt Service Coverage Ratio (DSCR); and

WHEREAS, the City further certifies that the TDZ Surplus is sufficient to cover all existing contractual encumbrances against it, maintain a reserve fund of \$5 Million, and leave in excess of \$8,000,000 available for additional TDZ projects (the Available TDZ Surplus);

WHEREAS, the Tennessee Department of Economic and Community Development has awarded St. Jude Children's Research Hospital & ALSAC, in partnership with City of Memphis, a Fast Track grant awarding

up to \$36 Million for certain infrastructure improvements to St. Jude's campus and the Pinch District, with the requirement that the City provide a minimum of \$12 Million in matched funds (the Local Match Requirement); and

WHEREAS, \$3.1 Million of TDZ Surplus has already been appropriated and allocated for direct costs for the planning, architecture and engineering, project management, and construction of infrastructure improvements within the Pinch District (the TDZ Project Costs), and the City anticipates using up to \$5 Million of future bond proceeds for such costs; and

WHEREAS, it is necessary to use **\$4,150,000 of the Available TDZ Surplus** for the TDZ Project Costs to fulfill the Local Match Requirement; and

WHEREAS, in accordance with the terms and conditions of the Trust Indenture, and as eligible under the TDZ Statute, it has been determined that sufficient TDZ Surplus exists to pay **\$4,150,000** for the TDZ Project Costs; and

WHEREAS, it is now the intent of the City to make a Written Request and Certification to the Bond Trustee to pay the aforementioned TDZ Project Costs; and

WHEREAS, upon receipt of said funds, it is necessary to appropriate the TDZ Surplus funds for the TDZ Project Costs in the amount of **\$4,150,000**, to amend the FY2021 Budget by approving a budget amendment and to allocate said funds as provided below; and

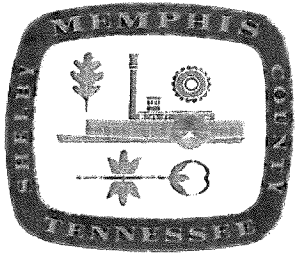
NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Memphis as follows:

1. Until such time as the final payment of principal and interest is made relative to the TDZ Bonds and pursuant to the terms of Section 406(c) of the Trust Indenture, as of June 30th of each Fiscal Year, any surplus TDZ Revenue not required for debt service, debt service reserve replenishment, bond redemption or bond defeasance (Annual TDZ Surplus) shall be applied to or paid for eligible 1) TDZ Project Costs or 2) Reimbursement to the City for TDZ Project Costs, not previously reimbursed.
2. Until such time as the final payment of principal and interest is made relative to the TDZ Bonds, the Administration of the City of Memphis is hereby authorized and shall make application and certification to the Bond Trustee for payment of eligible TDZ Project Costs and Reimbursement to the City for TDZ Project Costs, not previously reimbursed, from the Annual TDZ Surplus.
3. All Annual TDZ Surplus funds received from the Bond Trustee are hereby dedicated to and restricted for appropriation and allocation to the TDZ Project Costs, and all budget/s are subject to and shall be amended to reflect the same.
4. The City of Memphis has determined and hereby certifies that as of June 30, 2020, sufficient TDZ Surplus in the amount of **\$4,150,000** is available to pay the eligible direct project costs associated with the planning and due diligence, architecture and engineering, and project management and

construction related to the Pinch District component and associated and ancillary development (the TDZ Project Costs);

5. The authorized officials of the City of Memphis shall prepare the appropriate documents pursuant to Section 406(c) of the Trust Indenture and deliver said documents to the Bond Trustee ordering the payment of said TDZ Project Costs.
6. The FY2021 Budget is hereby amended to reflect the appropriation of the TDZ Surplus for the aforementioned TDZ Project Costs in the amount of **\$4,150,000** and also to reflect the allocation of said funds as provided below.

CD18105	Pinch Sewer	\$ 2,650,000.00
CD18108	Pinch MLGW	\$ 1,500,000.00



City Council Item Routing Sheet

Division: Housing & Community Development **Committee:** Econ Dev & Tourism **Hearing Date:** 6/16/2020

- Ordinance Resolution Grant Acceptance
 Budget Amendment Commendation Other:

Item Description:
 Resolution to allocate and appropriated \$5,000,000.00 for Pinch District infrastructure improvements. (From the new GO Bonds: \$3.5 million is going to the underground conversion by Pinch MLGW and \$1.5 million to the Pinch Sewer projects).

Recommended Council Action:

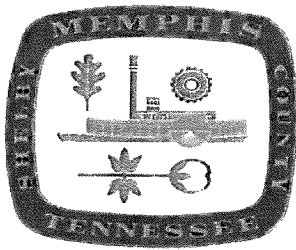
Describe previous action taken by any other entity (i.e. board, commission, task force, council committee, etc.) and date of any action taken:
 No previous actions have been taken by any other entity.

Does this item require city expenditure?	Source and Amount of Funds
\$ 5,000,000.00 Amount	\$ - Operating Budget
\$ - Revenue to be received	\$5,000,000.00 CIP Project # <u>CD18105 & CD18108</u>
	\$ - Federal/State/Other

Approvals

Director Paul A. Young Date 6/10/20
 Division _____ Date _____
 Chief _____ Date _____
 Budget Manager _____ Date _____
 Chief Financial Officer _____ Date _____
 City Attorney _____ Date _____

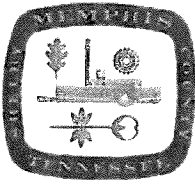
Chief Operating Officer
 _____ Date _____
Council Committee Chair
 _____ Date _____



Memphis City Council Summary Sheet

Please provide a brief summary of the item, in bullet form, not to exceed one page:

1. Item is a resolution to allocate and appropriate \$5,000,000.00 for Pinch District infrastructure improvements.
2. The initiating party is the Division of Housing & Community Development.
3. Not a change to an existing ordinance or resolution.
4. New contracts will be required.
5. An expenditure of funds will be required.



Resolution to allocate and appropriate \$5,000,000 for Pinch District infrastructure improvements.

WHEREAS, on June 16, 2020, an authorizing resolution for the issuance of \$31,000,000 of G.O Bonds (the "Bonds") was presented to Council for funding eligible projects and improvements within the Tourism Development Zone (TDZ) in downtown Memphis (the "Downtown TDZ"); and

WHEREAS, the Pinch District was approved as a Qualified Public Use Facility (QPUF) as part of the amendment to the Downtown TDZ approved by the Tennessee State Building Commission in 2011, the Downtown TDZ having been established in 2000 pursuant to TCA §7-88-101 et seq. of the Convention Center and Tourism Development Financing Act of 1998, as amended; and

WHEREAS, under TCA §7-88-103, improvements to the Pinch District's infrastructure are eligible expenditures as "qualified associated development" provided that said improvements are located no farther than one and a half miles outside the established outer boundaries of the Pinch District; and

WHEREAS, the Tennessee Department of Economic and Community Development has awarded St. Jude Children's Research Hospital & ALSAC, in partnership with City of Memphis, a Fast Track grant awarding up to \$36 Million for certain infrastructure improvements to St. Jude's campus and the Pinch District, with the requirement that the City provide a minimum of \$12 Million in matched funds (the Local Match Requirement); and

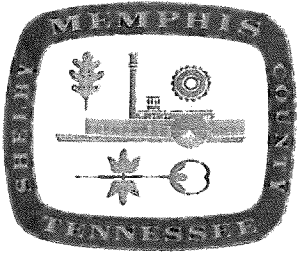
WHEREAS, \$3.1 Million of surplus TDZ revenues (TDZ Surplus) has already been appropriated and allocated for direct costs for the planning, architecture and engineering, project management, and construction of infrastructure improvements within the Pinch District, including moving a sewer line currently under the St. Jude campus into the public right of way and burying the overhead electrical lines along Second and Third Streets within the Pinch District to facilitate vertical development of these smaller lots (the TDZ Project Costs), and the City is seeking the allocation and appropriation of an additional \$4.15 M of TDZ Surplus for such costs; and

WHEREAS, it is necessary to allocate and appropriate an additional **\$5,000,000** for Pinch District infrastructure improvements to fulfill the Local Match Requirement; and

WHEREAS, the administration wishes to allocate and appropriate \$5,000,000 in G.O. Bond proceeds to satisfy the Local Match Requirement; and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Memphis, that \$5,000,000 in G.O. Bond proceeds be allocated and appropriated for Pinch District infrastructure improvements as follows:

CD18105	Pinch Sewer	\$ 1,500,000
CD18108	Pinch MLGW	\$ 3,500,000



City Council Item Routing Sheet

Division: Housing & Community Development **Committee:** Econ Dev & Tourism **Hearing Date:** 6/16/2020

- Ordinance Resolution Grant Acceptance
 Budget Amendment Commendation Other:

Item Description:
 Resolution to allocate and appropriate \$25,000,000.00 for the remodel of the Renasant Convention Center and \$5,000,000.00 for adjacent streetscape improvements, project GS17102. (The \$25 million is from the new GO Bonds and \$5 million is from accumulated interest).

Recommended Council Action:

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 taken by any other entity.

Does this item require city expenditure?	Source and Amount of Funds
\$ 30,000,000.00 Amount	\$ - Operating Budget
\$ - Revenue to be received	\$30,000,000.00 CIP Project # <u>GS17102</u>
	\$ - Federal/State/Other

Approvals

Director Paul A. Young Date 6/10/20 Chief Operating Officer _____ Date _____
 Division Chief _____ Date _____ Council Committee Chair _____ Date _____
 Budget Manager _____ Date _____
 Chief Financial Officer _____ Date _____
 City Attorney _____ Date _____

**CITY OF MEMPHIS
CAPITAL IMPROVEMENT BUDGET
REQUEST FOR COUNCIL TRANSFER**

ALLOCATION
 APPROPRIATION

DIVISION: Housing & Community Development
PROJECT: From: Downtown TDZ CIP GO Bonds
To: GS17102-Renasant Convention Center
INITIATED BY: LaTonya T. Alexander

DATE: 06/10/20

TITLE: Accounting Budget Manager HCD

Finance Office Only		
Fund	Fiscal Month	Trans. No.
0400	12	

REVENUE

Award (Approp. Only)	Resource	CIP Project	AMOUNT	
			FROM	TO
FROM	11196 TDZ CIP GO Bonds	GS17102	\$ 30,000,000.00	
TO	11196 Renasant Convention Center	GS17102		\$ 25,000,000.00
	11196 Streetscape Improvements	GS17102		5,000,000.00

EXPENDITURES

Award (Approp. Only)	EXPENDITURES	CIP Project	AMOUNT	
			FROM	TO
FROM	11196 TDZ CIP GO Bonds	GS17102	\$ 30,000,000.00	
TO	11196 Contract Construction	GS17102		\$ 30,000,000.00

To allocate and appropriate TDZ CIP Bonds for the remodel of the Renasant Convention Center and adjacent streetscape improvements.

LA 6.10.2020

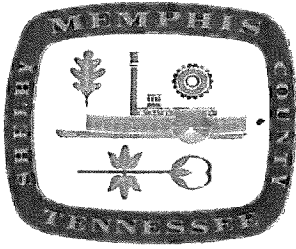
Approved: Paul A. Young 6/10/20
Division Director

FOR TRANSFER: _____
Budget Manager/Comptroller/Deputy Comptroller DATE

APPROVED: _____
Chief Financial Officer DATE

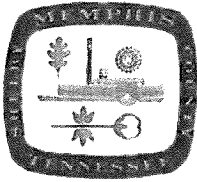
Finance Only
EFFECTIVE DATE

_____/_____/_____



Please provide a brief summary of the item, in bullet form, not to exceed one page:

1. Item is a resolution to allocate and appropriate \$25,000,000.00 for the remodel of the Renasant Convention Center and \$5,000,000.00 for adjacent streetscape improvements, project GS17102.
2. The initiating party is the Division of Housing & Community Development.
3. Not a change to an existing ordinance or resolution.
4. New contracts will be required.
5. An expenditure of funds will be required.



Resolution to allocate and appropriate \$25,000,000 for the remodel of the Renasant Convention Center and \$5,000,000 for adjacent streetscape improvements, project GS17102.

WHEREAS, on March 6, 2018, the Memphis City Council did approve an allocation and appropriation of \$175,000,000 for renovations to the Memphis Cook Convention Center, now renamed the Renasant Convention Center, project number GS17102 (the "Project"); and

WHEREAS, the administration determined during the bidding process in November 2018 that the inclusion of certain desired additive alternates would necessitate a construction budget of \$200,000,000; and

WHEREAS, on June 16, 2020, an authorizing resolution for the issuance of \$31,000,000 of G.O Bonds (the "Bonds") was presented to Council for funding eligible projects and improvements within the Tourism Development Zone (TDZ) in downtown Memphis (the "Downtown TDZ"); and

WHEREAS, the Renasant Convention Center was approved as a Qualified Public Use Facility (QPUF) during the establishment of the Downtown TDZ by the Tennessee State Building Commission in 2001 pursuant to TCA §7-88-101 et seq. of the Convention Center and Tourism Development Financing Act of 1998, as amended, and is therefore eligible for expenditures from TDZ bonds and TDZ surplus revenues; and

WHEREAS, the administration wants to allocate and appropriate **\$25,000,000** from the proceeds of the Bonds for the completion of the renovations at Renasant Convention Center; and

WHEREAS, on March 6, 2018, the Memphis City Council did also authorize the issuance of \$175,000,000 of G. O. Bonds for the Project, the proceeds of which have since generated in excess of \$5,000,000 in interest (the "Interest"); and

WHEREAS, the administration wants to allocate and appropriate the **\$5,000,000** in Interest for streetscape improvements around the Renasant Convention Center, particularly on Main Street; and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Memphis, that **\$25,000,000** in G.O. Bond proceeds be allocated and appropriated for the completion of renovations at the Renasant Convention Center, project number **GS17102**; and

BE IT FUTHER RESOLVED, that **\$5,000,000** in accumulated interest generated from the \$175,000,000 in G.O. Bonds originally issued in support of the Project be allocated and appropriated for streetscape improvements to those streets adjacent to the Convention Center, project number **GS17102**.

MINUTES

**TELEPHONIC MEETING OF JUNE 2, 2020 RECESSED MEETING TO
JUNE 16, 2020 MEETING OF THE CITY COUNCIL CITY OF MEMPHIS**

JUNE 2, 2020

3:36 P.M. MEETING RECONVENED

(After the meeting was re-opened for the transaction of business and a quorum was declared present, Vice Chairman Colvett made a motion to adjourn the June 2, 2020 Council Meeting; this was seconded by Councilman Warren, without objection.)

(Chairwoman Robinson adjourned the June 2, 2020 Council Meeting being that there wasn't any unfinished business, without objection.)

**CITY OF MEMPHIS
NOTICE OF REGULAR MEETING
OF
THE MEMPHIS CITY COUNCIL
Tuesday, June 2, 2020, 3:30 p.m.**

Due to the declarations of a State of Emergency by the President of the United States, the Governor of Tennessee and the Mayor of Memphis relating to Covid-19 Epidemic the Council has determined that is necessary that the meeting be conducted by electronic or other means of communication in order to protect the health, safety and welfare of the public, City employees, Council staff and Members of the Council.

THERE WILL BE NO PHYSICAL MEETING

Attached to this Notice of Meeting are instructions on how members of the public may electronically access the meeting and/or a recording of the meeting and how the public may provide written comments concerning any agenda item or any other matter prior to the meeting.

ADJOURNED MEETING AT 3:37 P.M.

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

CHAIRMAN

Attest:

Deputy Comptroller/Council Records

MINUTES

TELEPHONIC MEETING OF THE CITY COUNCIL

CITY OF MEMPHIS

June 16, 2020

3:30 P.M. SCHEDULED SESSION

3:37 P.M. MEETING COMMENCED

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

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

INVOCATION

The meeting was opened with telephonic prayer by Rev. David Bowen of Second Presbyterian Church. Councilman Morgan thanked Rev. David Bowen for him being the Chaplain of the Day.

Chairwoman Robinson asked Councilman Canale to lead the Pledge of Allegiance.

These minutes record the agenda items and the action taken by the Council on such items. The full text of the original of the ordinances, resolutions and supporting documents, including an audio recording of Council’s deliberations are filed and maintained in the office of Council Records/Records Management, Room 2B-08. The original ordinances and/or resolutions adopted by the Council shall control in the event of any conflict between the description in these minutes and the original documents, ordinances and/or resolutions.

Approval of the Minutes of the regular meeting of June 2, 2020 with the following motion:

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

APPROVED

2. **ORDINANCE TO AMEND CHAPTER 2, ARTICLE I, SECTION 2-10-10, SUBSECTION B, TO REQUIRE THE BOARD OF ETHICS TO ESTABLISH AN ONLINE PORTAL TO REQUIRE LOBBYISTS TO REGISTER ANNUALLY AND TO FILE THEIR STATE MANDATED DISCLOSURE STATEMENTS WITH THE CITY OF MEMPHIS, UP FOR F I R S T READING. ORDINANCE NO. 5752 IS SPONSORED BY COUNCILWOMAN EASTER-THOMAS, COUNCILMAN MORGAN AND COUNCILMAN CARLISLE.**

Held until July 7, 2020

21. **RESOLUTION REQUESTING THE APPROVAL FOR THE SALE OF CITY OWNED PROPERTY IN THE AMOUNT OF \$811,000.00 LOCATED AT 2998 TILLMAN COVE IN MEMPHIS, SHELBY COUNTY, TENNESSEE AND FURTHER DESCRIBED AS PARCEL ID #044009 00017. THIS PROPERTY IS IN DISTRICT 5, SUPER DISTRICT 9. THIS RESOLUTION IS SPONSORED BY HOUSING AND COMMUNITY DEVELOPMENT. (HELD FROM 5/5; 5/19; 6/2) (REQUEST FOR SAME NIGHT MINUTES)**

Held until July 7, 2020

CONSENT AGENDA – Items #3 - #5 and Items #25 - #48 may be acted upon by one motion: See Page 5534 For Roll Call Consent Items.

3. **RESOLUTION ACCEPTING STOCKLEY PD 17-11 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 north side of Messick Road, east of Kirby Road – Messick Road intersection and west of the Kirby Parkway – Messick Road intersection in the City of Memphis, Tennessee. Resolution also authorizes the release of Performance Bond No. 80C203466 in the amount of \$159,500.00 held as security for the standard improvement contract.

City Engineer recommends approval

APPROVED

4. **RESOLUTION ACCEPTING FUNDS FOR SEWER CREDITS FROM X CAPITAL, LLC, TO APPLY TOWARDS SEWER DEVELOPMENT FEES FOR GRAY'S CREEK BUSINESS PARK PD, 2ND AMENDMENT, PHASE 6, PART OF AREA D SEWER PLAN.**

Resolution approves accepting \$89,040.00 from the Developer for sewer credits. It is located at the intersection of Cobb Road and Old Well Terrace, northeast corner lots 1 – 4, southeast corner lots 5 – 9 in the City of Memphis, Tennessee.

City Engineer recommends approval

APPROVED

5. **RESOLUTION APPROVING THE ENGINEERING PLANS FOR GLYCOL MANAGEMENT PROGRAM DEICE FACILITY.**

CONTRACT NO. CR-5329

Resolution approves the engineering plans located on Shelby Drive between Swinnea Road and Louis Carruthers Drive on the north side of Shelby Drive (Memphis International Airport) 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 Travelers Performance Bond No. 107259471/Fidelity & Deposit Bond No. 9346486 in the amount of \$99,900.00 on behalf of the City of Memphis.

City Engineer recommends approval

APPROVED

25. **RESOLUTION TO APPROPRIATE \$550,000.00 FOR CIP PROJECT #IS01081, AS PART OF THE FISCAL YEAR 2021 CAPITAL IMPROVEMENT BUDGET TO RELOCATE AND UPGRADE THE CITY OF MEMPHIS DATA CENTER FROM CITY HALL TO CENTRAL LIBRARY. THIS RESOLUTION IS SPONSORED BY INFORMATION SERVICES. (REQUEST FOR SAME NIGHT MINUTES)**

APPROVED

26. **RESOLUTION TO ALLOCATE AND APPROPRIATE FUNDS IN THE AMOUNT OF \$1,083,000.00, FOR FY 21 CIP PROJECT #GS21101, ROOF REPLACEMENT AT GAISMAN COMMUNITY CENTER CHEROKEE NORTH AND LEVI LIBRARIES. (DISTRICTS 4,5,6,7 AND SUPER DISTRICTS 8 AND 9) SPONSORED BY GENERAL SERVICES DIVISION. (REQUEST FOR SAME NIGHT MINUTES)**

APPROVED

27. **RESOLUTION TO ALLOCATE AND APPROPRIATE \$942,022.00, IN FY21 G.O. BONDS FOR PROJECT #GS21102 FOR AN EXHAUST SYSTEM AT THE POLICE INDOOR FIRING RANGE, TO RE-PIPE UNDERGROUND CONCOURSE FEEDERS AT THE LIBERTY BOWL AND TO REPLACE GENERATORS AT FIRE STATIONS 53 AND 55. (DISTRICTS 3,4,7 AND SUPER DISTRICT 8). THIS RESOLUTION IS SPONSORED BY GENERAL SERVICES DIVISION. (REQUEST FOR SAME NIGHT MINUTES)**

APPROVED

28. **RESOLUTION TO ALLOCATE AND APPROPRIATE \$60,000.00, IN FY21 GO BONDS FOR CIP PROJECT #GS21103 TO REPLACE PLUMING AT THE PINK PALACE**

MUSEUM. THIS RESOLUTION IS SPONSORED BY GENERAL SERVICES DIVISION. (REQUEST FOR SAME NIGHT MINUTES)

APPROVED

29. **RESOLUTION TRANSFERRING ALLOCATIONS FOR CIP PROJECT NUMBER GS21104 FY21 MAJOR MODIFICATION HVAC/AND OR BOILER REPLACEMENTS OR UPGRADES FOR \$1,418,184.00 FOR HICKORY HILL CC, PINK PALACE MUSEUM, THE ZOO WEST ADMIN BLDG., CORDOVA RANDOLPH LIBRARIES AND FIRE STATION 56. (DISTRICTS 1,2,3,5 AND SUPER DISTRICTS 8,9). THIS RESOLUTION IS SPONSORED BY GENERAL SERVICES DIVISION. (REQUEST FOR SAME NIGHT MINUTES)**

APPROVED

30. **RESOLUTION APPROVING FUNDING IN THE AMOUNT OF \$250,000.00 TO SOUTHBROOK PROPERTIES FOR THE DEVELOPMENT OF SOUTHBROOK TOWN CENTRE FROM FY20 BUDGET. THIS RESOLUTION IS SPONSORED BY COUNCILMAN SMILEY. (REQUEST FOR SAME NIGHT MINUTES)**

APPROVED

31. **RESOLUTION APPROPRIATING \$6,000,000.00 FUNDED BY GO BONDS GENERAL CHARGEABLE TO THE FY2021 CAPITAL IMPROVEMENT BUDGET FOR SOUTH CITY PROJECT. THIS RESOLUTION IS SPONSORED BY HOUSING AND COMMUNITY DEVELOPMENT. (REQUEST FOR SAME NIGHT MINUTES)**

APPROVED

32. **RESOLUTION ALLOCATING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$250,000.00 FROM FY21 CIP PROJECT NUMBER PK09002, ZOO MAJOR MAINTENANCE. THIS RESOLUTION IS SPONSORED BY PARKS AND NEIGHBORHOODS DIVISION. (REQUEST FOR SAME NIGHT MINUTES)**

APPROVED

33. **RESOLUTION ALLOCATING AND APPROPRIATING \$600,000.00 FROM CIP FY21 PROJECT NUMBER PK03004 TENNIS MAJOR MAINTENANCE, CONTRACT CONSTRUCTION AND ARCHITECTURE ENGINEERING. THIS RESOLUTION IS SPONSORED BY PARKS AND NEIGHBORHOODS DIVISION. (REQUEST FOR SAME NIGHT MINUTES)**

APPROVED

34. **RESOLUTION TO TRANSFERRING, ALLOCATING AND APPROPRIATING \$406,617.00 FROM FY2019 CIP NUMBER PK01031 COUNCIL DISTRICT COMMUNITY CENTER IMPROVEMENTS, PROJECT NUMBER PK07124 MCFARLAND PARK**

IMPROVEMENT. THIS RESOLUTION IS SPONSORED BY PARKS AND NEIGHBORHOODS DIVISION. (REQUEST FOR SAME NIGHT MINUTES)

APPROVED

35. **RESOLUTION ALLOCATING AND APPROPRIATING TDOT GRANT FUNDS IN THE AMOUNT OF \$5,931,800.00 FROM FY20 CIP PROJECT NUMBER GA01004 COBBLESTONE LANDING, CONTRACT CONSTRUCTION AND ALLOCATE FUNDS IN THE AMOUNT OF \$1,090,418.00 FROM FY20 PROJECT NUMBER GA01004, CONTRACT CONSTRUCTION G.O. BONDS GENERAL, TOTAL FUNDING OF \$7,022,218.00 A COMBINATION OF TDOT GRANT FUNDS AND G.O. BONDS GENERAL. THIS RESOLUTION IS SPONSORED BY PARKS AND NEIGHBORHOODS DIVISION. (REQUEST FOR SAME NIGHT MINUTES)**

APPROVED

36. **RESOLUTION ALLOCATING, APPROPRIATING AND TRANSFERRING FUNDS IN THE AMOUNT OF \$150,000.00 FROM FY2021 CIP PROJECT #PK21100, PARK COVER LINE FURNITURE FIXTURES AND EQUIPMENT. COUNCIL DISTRICTS 1,2,3,4,5,6,7 AND SUPER DISTRICTS 8 AND 9. THIS RESOLUTION IS SPONSORED BY PARKS AND NEIGHBORHOODS DIVISION. (REQUEST FOR SAME NIGHT MINUTES)**

APPROVED

37. **RESOLUTION APPROPRIATING FUNDS IN THE AMOUNT OF \$1,400,000.00 IN G.O. BONDS FOR FY21 CIP PROJECT #PK21200. COUNCIL DISTRICTS 1,2,2,4,5,6,7 AND SUPER DISTRICTS 8 AND 9. THIS RESOLUTION IS SPONSORED BY PARKS AND NEIGHBORHOODS DIVISION. (REQUEST FOR SAME NIGHT MINUTES)**

APPROVED

38. **RESOLUTION ALLOCATING, APPROPRIATING AND TRANSFERRING FUNDS IN THE AMOUNT OF \$200,000.00 FROM CIP PROJECT #PK21100, PARK COVER LINE A/E TO FY 2021 CIP. COUNCIL DISTRICTS 1,2,3,4,5,6,7 AND SUPER DISTRICTS 8 AND 9. THIS RESOLUTION IS SPONSORED BY PARKS AND NEIGHBORHOODS DIVISION. (REQUEST FOR SAME NIGHT MINUTES)**

APPROVED

39. **RESOLUTION ALLOCATING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$300,000.00 FROM CIP PROJECT #PK21100 PARK COVER LINE AND \$200,000.00 FOR CONTRACT CONSTRUCTION IMPROVEMENTS, IN THE TOTAL AMOUNT OF \$500,000.00 FOR KENNEDY PARK PLAYGROUND. COUNCIL DISTRICT 1 AND SUPER DISTRICT 9. THIS RESOLUTION IS SPONSORED BY PARKS AND NEIGHBORHOODS DIVISION. (REQUEST FOR SAME NIGHT MINUTES)**

APPROVED

40. **RESOLUTION ALLOCATING, APPROPRIATING AND TRANSFERRING FUNDS IN THE AMOUNT OF \$600,000.00 FROM FY2021 CIP PROJECT #PK21100, PARK COVER LINE PLAYGROUND RESURFACING. COUNCIL DISTRICTS 3,4,5,6,7 AND SUPER DISTRICTS 8 AND 9. THIS RESOLUTION IS SPONSORED BY PARKS AND NEIGHBORHOODS COMMITTEE. (REQUEST FOR SAME NIGHT MINUTES)**

APPROVED

41. **RESOLUTION ALLOCATING, APPROPRIATING AND TRANSFERRING FUNDS IN THE AMOUNT OF \$900,000.00 FROM FY2021 CIP PROJECT #PK21100, PARK COVER LINE CONTRACT CONSTRUCTION FUNDS TO FY2021 CIP PROJECT #PKTBD MISCELLANEOUS PARK IMPROVEMENT. COUNCIL DISTRICTS 1,2,3,4,5,6,7 AND SUPER DISTRICTS 8 AND 9. THIS RESOLUTION IS SPONSORED BY PARKS AND NEIGHBORHOODS DIVISION. (REQUEST FOR SAME NIGHT MINUTES)**

APPROVED

42. **RESOLUTION ALLOCATING, APPROPRIATING AND TRANSFERRING FUNDS IN THE AMOUNT OF \$350,000.00 FROM FY2021 CIP PROJECT NUMBER PK21100 PARK COVER LINE CONTRACT CONSTRUCTION TO FY2021 CIP PROJECT #PKTBD MISCELLANEOUS PARK PAVING CONTRACT CONSTRUCTION. COUNCIL DISTRICTS 2 AND 5 AND SUPER DISTRICT 9. THIS RESOLUTION IS SPONSORED BY PARKS AND NEIGHBORHOODS DIVISION. (REQUEST FOR SAME NIGHT MINUTES)**

APPROVED

43. **RESOLUTION FOR THE MEMPHIS FIRE DEPARTMENT REQUESTING THE TRANSFER OF ALLOCATIONS FROM THE FY20 FIRE STATION REPAIR COVER LINE FS20100 TO FS18102 AVERY RENOVATIONS PHASE II AND TO APPROPRIATE FUNDS IN THE AMOUNT OF \$40,785.00. THIS RESOLUTION IS SPONSORED BY FIRE SERVICES. (REQUEST FOR SAME NIGHT MINUTES)**

APPROVED

44. **RESOLUTION APPROPRIATING ADDITIONAL FUNDS IN THE AMOUNT OF \$750,000.00 FOR MPD TRAINING ACADEMY GYM RENOVATION, CIP PROJECT NUMBER PD02013, FUNDED BY G.O. BONDS GENERAL FY2021. THIS RESOLUTION IS SPONSORED BY POLICE SERVICES. (REQUEST FOR SAME NIGHT MINUTES)**

APPROVED

45. **RESOLUTION APPROVING THE REALLOCATION OF SOLID WASTE FUNDS IN THE AMOUNT OF \$1,000,000.00 FOR HERVEY'S HOME IMPROVEMENT, LLC, CONTRACT NUMBER 32988, CONTRACT IS TO PROVIDE UNMANAGEABLE VOLUME AND EMERGENCY RESPONSE DUE TO SERVICE DELAY FAILURE. THIS**

RESOLUTION IS SPONSORED BY SOLID WASTE DIVISION. (REQUEST FOR SAME NIGHT MINUTES)

APPROVED

46. **RESOLUTION AMENDING THE FY21 CAPITAL IMPROVEMENT BUDGET BY TRANSFERRING AN ALLOCATION AND APPROPRIATING \$1,700,000.00 IN G.O. BONDS FROM THE TRAFFIC CALMING DEVICES COVER LINE PROJECT #EN21200, FOR SPEED HUMPS INSTALLATION THROUGHOUT THE CITY. THIS RESOLUTION IS SPONSORED BY ENGINEERING DIVISION. (REQUEST FOR SAME NIGHT MINUTES)**

APPROVED

47. **RESOLUTION APPROPRIATING \$500,000.00 IN G.O. BONDS FOR LED TRAFFIC SIGNAL REPLACEMENT, PROJECT #EN01096. THIS RESOLUTION IS SPONSORED BY ENGINEERING DIVISION. (REQUEST FOR SAME NIGHT MINUTES)**

APPROVED

48. **RESOLUTION APPROVING \$6,500,000.000 FOR FY21 CIP STREET RESURFACING RECOVERIES FOR PUBLIC WORKS, STREET MAINTENANCE TO FUND PAVING OPERATIONS. THIS RESOLUTION IS SPONSORED BY PUBLIC WORKS DIVISION. (REQUEST FOR SAME NIGHT MINUTES)**

APPROVED

49. **RESOLUTION REQUESTING THE ADMINISTRATION TO HOLD ALL CONTRACTS WITH FLIGHT MEMPHIS, LLC IN ABEYANCE PENDING AN INTERNAL REVIEW REGARDING ALLEGATIONS OF DISCRIMINATORY PRACTICES. THIS RESOLUTION IS SPONSORED BY ALL (13) COUNCILMEMBERS. (REQUEST FOR SAME NIGHT MINUTES)**

APPROVED

ROLL CALL CONSENT ITEMS

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

APPROVED

MLGW FISCAL CONSENT AGENDA – Items #6 - #16 may be acted upon by one motion:

6. **RESOLUTION APPROVING CHANGE NO. 1 TO CONTRACT NO. 12195, SUBSTATION DESIGN SUITE RENEWAL WITH DLT SOLUTIONS, IN THE FUNDED AMOUNT OF \$119,700.00 FOR EXISTING SOFTWARE. (THIS CHANGE IS TO RENEW AN EXISTING PURCHASE ORDER FOR SOFTWARE, MAINTENANCE AND SUPPORT SERVICES FOR THREE YEARS FOR THE PERIOD COVERING JULY 27, 2020 THROUGH JULY 26, 2023. MLGW IS REQUESTING CONTINUOUS MAINTENANCE, LICENSE, AND SUPPORT SERVICES, WHICH CAN ONLY BE PERFORMED BY DLT SOLUTIONS.)**

APPROVED

7. **RESOLUTION APPROVING CHANGE NO. 1 TO CONTRACT NO. 12196, AUTODESK RENEWAL WITH DLT SOLUTIONS, IN THE FUNDED AMOUNT OF \$50,062.00 FOR EXISTING SOFTWARE. (THIS CHANGE IS TO RENEW AN EXISTING PURCHASE ORDER FOR SOFTWARE, MAINTENANCE, AND SUPPORT SERVICES FOR ONE YEAR FOR THE PERIOD COVERING JULY 27, 2020 THROUGH JULY 26, 2021. MLGW IS REQUESTING CONTINUOUS MAINTENANCE, LICENSE AND SUPPORT SERVICES, WHICH CAN ONLY BE PERFORMED BY DLT SOLUTIONS.)**

APPROVED

8. **RESOLUTION APPROVING CHANGE NO. 1 TO CONTRACT NO. 11900, MOBILE DISPATCH REPLACEMENT WITH CLEVEST SOLUTIONS, INC., IN THE FUNDED AMOUNT OF \$347,342.83. (THIS CHANGE IS FOR ADDITIONAL SOFTWARE AND TO CONVERT AN OLD METER READING SOFTWARE APPLICATION TO THE CLEVEST PLATFORM. THIS CHANGE ALSO INCLUDE COSTS FOR ADDITIONAL TRAINING AND A NEW DATASET.)**

APPROVED

9. **RESOLUTION APPROVING CHANGE NO. 2 TO CONTRACT NO. 12023, AERIAL PATROL OF GAS TRANSMISSION RIGHT-OF-WAY WITH TENNESSEE HELICOPTER SERVICES, INC., IN THE FUNDED AMOUNT OF \$80,000.00. (THIS CHANGE IS TO RENEW THE CURRENT CONTRACT FOR THE SECOND OF FOUR ANNUAL RENEWAL TERMS FOR THE PERIOD COVERING AUGUST 29, 2020 THROUGH AUGUST 28, 2021, WITH NO INCREASE IN RATES FROM THE PREVIOUS YEAR.)**

APPROVED

10. **RESOLUTION APPROVING CHANGE NO. 5 TO CONTRACT NO. 11788, GAS LEAK SURVEY WITH HEATH CONSULTANTS, INC., IN THE FUNDED AMOUNT OF \$571,971.50. (THIS CHANGE IS TO EXTEND THE CURRENT CONTRACT TERM FOR THE PERIOD COVERING OCTOBER 2, 2020 THROUGH MARCH 31, 2021,**

WITH A 2% INCREASE IN RATES FROM THE PREVIOUS YEAR. THIS INCREASE IS TO CONTINUE TO ATTRACT AND RETAIN TOP TIER EMPLOYEES. THIS EXTENSION IS FOR AN ADDITIONAL SIX MONTHS TO CONTINUE PERFORMING FEDERAL MANDATED SURVEYS AND INSPECTIONS WHICH WERE DELAYED DUE TO THE COVID-19 PANDEMIC.)

APPROVED

11. **RESOLUTION AWARDING A PURCHASE ORDER TO THERMO ELECTRON NORTH AMERICA, LLC FOR THE PURCHASE OF AN ATOMIC ABSORPTION DUO SYSTEM, IN THE AMOUNT OF \$50,817.08.**

APPROVED

12. **RESOLUTION AWARDING A PURCHASE ORDER TO THERMO ELECTRON NORTH AMERICA, LLC FOR A GAS CHROMATOGRAPH MASS SPECTROMETER SYSTEM, IN THE AMOUNT OF \$91,030.37.**

APPROVED

13. **RESOLUTION AWARDING A PURCHASE ORDER TO AGILENT TECHNOLOGIES, INC. FOR AN INDUCTIVELY COUPLED PLASMA MASS SPECTROMETER, IN THE AMOUNT OF \$121,195.05.**

APPROVED

14. **RESOLUTION AWARDING A PURCHASE ORDER TO ABB, INC. FOR SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) AUTOMATION EQUIPMENT, IN THE AMOUNT OF \$410,805.50.**

APPROVED

15. **RESOLUTION AWARDING CONTRACT NO. 12148, STEEL TRANSMISSION STRUCTURE INSPECTION SERVICES TO OSMOSE UTILITIES SERVICES, INC., IN THE FUNDED NOT-TO-EXCEED AMOUNT OF \$3,994,005.12.**

APPROVED

16. **RESOLUTION APPROVING CHANGE NO. 1 TO CONTRACT NO. 12200 (FORMERLY C2205), DAVIS RESERVOIR INSPECTION AND CLEANING WITH H2O SOLUTIONS, LLC, IN THE FUNDED NOT-TO-EXCEED AMOUNT OF \$18,100.00. (THIS CHANGE IS TO INCREASE THE CURRENT CONTRACT VALUE FOR THE PERIOD COVERING MAY 1, 2020 THROUGH APRIL 30, 2021 IN THE FUNDED AMOUNT OF \$12,050.00. IN ADDITION, MLGW IS REQUESTING APPROVAL OF CONTINGENCY FUNDS IN THE AMOUNT OF \$6,050.00 IN THE EVENT OF UNFORESEEN CONDITIONS, FOR A TOTAL FUNDED NOT-TO-**

EXCEED AMOUNT OF \$18,100.00. THIS CHANGE WILL ALLOW FOR ADDITIONAL DAYS OF CLEANING AND REMOVAL OF EXCESSIVE SEDIMENT BUILDUP IN THE RESERVOIR.)

APPROVED

ROLL CALL MLGW FISCAL CONSENT ITEMS

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

APPROVED

17. **RESOLUTION TO INCREASE TRANSPARENCY OF COMPLAINT PROCESS AND ENCOURAGE SUPPLEMENTAL REPORTING FOR THE MEMPHIS POLICE DEPARTMENT AND MEMPHIS FIRE DEPARTMENT. THIS RESOLUTION IS SPONSORED BY COUNCILMAN SMILEY. (REQUEST FOR SAME NIGHT MINUTES)**

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

APPROVED

18. **RESOLUTION OF THE MEMPHIS CITY COUNCIL REQUESTING THAT MEMPHIS CITY COUNCIL AND SHELBY COUNTY SHERIFF ADOPT "8 CAN'T WAIT" USE OF FORCE REDUCTION POLICIES. THIS RESOLUTION IS SPONSORED BY COUNCILMAN CANALE, COUNCILMAN CARLISLE, COUNCILMAN COLVETT, COUNCILWOMAN EASTER-THOMAS, COUNCILMAN FORD, COUNCILWOMAN JOHNSON, COUNCILMAN JONES, COUNCILWOMAN LOGAN, COUNCILMAN SMILEY, COUNCILWOMAN SWEARENGEN, COUNCILMAN WARREN AND CHAIRWOMAN ROBINSON. (REQUEST FOR SAME NIGHT MINUTES)**

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

APPROVED, as amended

- 19. **RESOLUTION REQUESTING THAT MAYOR STRICKLAND FORM A COMMUNITY TASK FORCE TO ASSIST IN THE SELECTION OF A NEW MPD DIRECTOR. THIS RESOLUTION IS SPONSORED BY COUNCILWOMAN EASTER-THOMAS AND COUNCILMAN SMILEY. (REQUEST FOR SAME NIGHT MINUTES)**

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

APPROVED

- 30. **RESOLUTION APPROVING FUNDING IN THE AMOUNT OF \$250,000.00 TO SOUTHBROOK PROPERTIES FOR THE DEVELOPMENT OF SOUTHBROOK TOWN CENTRE FROM FY20 BUDGET. THIS RESOLUTION IS SPONSORED BY COUNCILMAN SMILEY. (REQUEST FOR SAME NIGHT MINUTES)**

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

APPROVED

- 49. **RESOLUTION REQUESTING THE ADMINISTRATION TO HOLD ALL CONTRACTS WITH FLIGHT MEMPHIS, LLC IN ABEYANCE PENDING AN INTERNAL REVIEW REGARDING ALLEGATIONS OF DISCRIMINATORY PRACTICES. THIS RESOLUTION IS SPONSORED BY ALL (13) COUNCILMEMBERS. (REQUEST FOR SAME NIGHT MINUTES)**

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

APPROVED

- 56. **RESOLUTION REQUESTING MAYOR STRICKLAND TO ESTABLISH JUNE 19TH AS JUNETEENTH WITHIN THE CITY OF MEMPHIS RECOGNIZING THE LIBERATION AND EMANCIPATION OF ENSLAVED AFRICAN AMERICANS IN THE UNITED STATES OF AMERICA. THIS RESOLUTION IS SPONSORED BY ALL (13) COUNCILMEMBERS. (REQUEST FOR SAME NIGHT MINUTES)**

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

APPROVED, as amended

1. **RESOLUTION DESIGNATING JUNE 19TH AS JUNETEENTH AND RECOGNIZING THE LIBERATION AND EMANCIPATION OF ENSLAVED AFRICAN AMERICANS IN THE UNITED STATES OF AMERICA. THIS RESOLUTION IS SPONSORED BY COUNCILWOMAN EASTER-THOMAS.**

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

APPROVED

20. **RESOLUTION APPROPRIATING \$10,000,000.00 IN CONTRACT CONSTRUCTION FY 2020 FUNDS FOR CONSTRUCTION OF CITY OF MEMPHIS MUNICIPAL COMPLEX COMEM PHASE II AT THE FORMER WALTER SIMMONS LOCATION. THIS RESOLUTION IS SPONSORED BY GENERAL SERVICES.**

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

APPROVED

22. **RESOLUTION APPROPRIATING CONTRACT CONSTRUCTION IN THE AMOUNT OF \$45,000.00 FUNDED BY GO BONDS FOR STP GROUP 5 RESURFACING PROJECT NUMBER PW01254, FOR STREET REPAVING UNDER THE SURFACE TRANSPORTATION PROGRAM. THIS PROJECT INCLUDES ALL CITY COUNCIL DISTRICTS AND ALL CITY COUNCIL SUPER DISTRICTS. THIS RESOLUTION IS SPONSORED BY PUBLIC WORKS DIVISION.**

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

APPROVED

23. **RESOLUTION TRANSFERRING AND APPROPRIATING \$1,845,813.00 IN CONSTRUCTION FUNDS TO REPAIR THE WATKINS STREET AND MCLEAN STREET BRIDGES OVER THE WOLF RIVER. THIS RESOLUTION IS SPONSORED BY PUBLIC WORKS DIVISION.**

MOTION: Easter-Thomas

SECOND: Warren

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

APPROVED

24. **RESOLUTION ENCOURAGING PRIVATE EMPLOYERS TO PROVIDE PAID SICK LEAVE TO THEIR EMPLOYEES AND URGING TENNESSEE GOVERNOR BILL LEE AND THE TENNESSEE GENERAL ASSEMBLY TO REPEAL STATUES THAT PREVENT LOCAL BODIES FROM REQUIRING PRIVATE EMPLOYERS TO PROVIDE PAID SICK LEAVE TO THEIR EMPLOYEES. THIS RESOLUTION IS SPONSORED BY COUNCILWOMAN EASTER-THOMAS.**

MOTION: Easter-Thomas

SECOND: Jones

AYES: Colvett, Easter-Thomas, Ford, Johnson, Jones, Logan, Smiley, Swearingen, Warren and Chairwoman Robinson

NAY: Morgan

Canale and Colvett abstained

APPROVED

50. **SUBSTITUTE ORDINANCE AMENDING THE MEMPHIS CODE OF ORDINANCES RELATIVE TO REQUIREMENTS FOR PERSONS TO WEAR FACIAL COVERINGS OR MASKS WHILE PRESENT IN BUSINESSES AND PUBLIC PLACES WITHIN THE CITY OF MEMPHIS DURING PUBLIC HEALTH EMERGENCIES. ORDINANCE NO. 5751 IS SPONSORED BY COUNCILMAN WARREN AND COUNCILWOMAN EASTER-THOMAS.**

Vice Chairman Colvett read comment cards from the following people:

Wm MacMillian Rodney, 3030 Covington Pike, Suite 100, Memphis, Tennessee, 38128

Gregory Dabov, 180 E. Chickasaw Pkwy, Memphis, Tennessee, 38111

MOTION: Warren

SECOND: Easter-Thomas

AYES: Easter-Thomas, Ford, Johnson, Jones, Logan, Smiley, Swearingen, Warren and Chairwoman Robinson

NAY: Canale, Carlisle, Colvett and Morgan

APPROVED, as amended

51. **RESOLUTION TO ALLOCATE AND APPROPRIATE \$4,150,000.00 IN AVAILABLE TOURISM DEVELOPMENT ZONE SURPLUS REVENUES FOR INFRASTRUCTURE IMPROVEMENT PROJECTS IN THE PINCH DISTRICT. THIS RESOLUTION IS SPONSORED BY HOUSING AND COMMUNITY DEVELOPMENT.**

Held until July 7, 2020

52. **RESOLUTION TO ALLOCATE AND APPROPRIATE \$5,000,000.00 FOR PINCH DISTRICT INFRASTRUCTURE IMPROVEMENTS. THIS RESOLUTION IS SPONSORED BY HOUSING AND COMMUNITY DEVELOPMENT.**

Held until July 7, 2020

53. **RESOLUTION TO ALLOCATE AND APPROPRIATE \$25,000,000.00 FOR THE REMODEL OF THE RENASANT CONVENTION CENTER AND \$5,000,000.00 FOR ADJACENT STREETScape IMPROVEMENTS, PROJECT GS17102. THIS RESOLUTION IS SPONSORED BY HOUSING AND COMMUNITY DEVELOPMENT.**

Held until July 7, 2020

54. **RESOLUTION AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF NOT TO EXCEED THIRTY-ONE MILLION DOLLARS (\$31,000,000) AGGREGATE PRINCIPAL AMOUNT OF CITY OF MEMPHIS, TENNESSEE, GENERAL IMPROVEMENT BONDS, SERIES 2020A, FOR THE PURPOSE OF FINANCING THE COST OF PUBLIC WORKS PROJECTS. THIS RESOLUTION IS SPONSORED BY FINANCE DIVISION.**

Held until July 7, 2020

55. **INITIAL RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED THIRTY-ONE MILLION DOLLARS (\$31,000,000) OF GENERAL OBLIGATION BONDS OF THE CITY OF MEMPHIS, TENNESSEE, FOR THE PURPOSE OF FINANCING THE COST OF PUBLIC WORKS PROJECTS IN THE CITY. THIS RESOLUTION IS SPONSORED BY FINANCE DIVISION.**

Held until July 7, 2020

(Special Item #1 – Vice Chairman Colvett made a motion to approve Same Night Minutes for Items #17- #19, Items #25 - #49 and Item #56 from tonight’s meeting.)

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

APPROVED

(Councilman Canale made a motion to recess the June 16, 2020 meeting until July 7, 2020. This was seconded by Councilman Smiley.)

RECESSED MEETING AT 8:21 P.M.

(After the meeting was re-opened for the transaction of business and a quorum was declared present, Chairwoman Robinson made a motion to call the June 16, 2020 Council Meeting back into Session at 3:30 P.M. on June 18, 2020; without objection.)

(Councilman Warren made a motion to request Same Night Minutes on Item #50 – Ord. No 5751; without objection.)

50. **SUBSTITUTE ORDINANCE AMENDING THE MEMPHIS CODE OF ORDINANCES RELATIVE TO REQUIREMENTS FOR PERSONS TO WEAR FACIAL COVERINGS OR MASKS WHILE PRESENT IN BUSINESSES AND PUBLIC PLACES WITHIN THE CITY OF MEMPHIS DURING PUBLIC HEALTH EMERGENCIES. ORDINANCE NO. 5751 IS SPONSORED BY COUNCILMAN WARREN AND COUNCILWOMAN EASTER-THOMAS.**

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

APPROVED

57. **RESOLUTION CHANGING THE PHYSICAL MEETING LOCATION OF THE REGULAR MEETINGS OF THE CITY COUNCIL AND AUTHORIZING THE CITY COUNCIL CHAIR TO INVESTIGATE ALTERNATE LOCATIONS TO HOLD IN PERSON MEETINGS DURING THE CURRENT HEALTH CRISIS AND TO PROVIDE FOR THE IMPLEMENTATION OF A CHANGE OF MEETING LOCATION BY DECLARATION OF THE CHAIR. THIS RESOLUTION IS SPONSORED BY CHAIRWOMAN ROBINSON. (REQUEST FOR SAME NIGHT MINUTES)**

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

APPROVED

(Special Item #2 – Vice Chairman Colvett made a motion to approve same night minutes for Items #50 and #57 from tonight's meeting.)

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

APPROVED

(Councilman Canale made a motion to recess the June 16, 2020 meeting until July 7, 2020. This was seconded by Councilwoman Johnson.)

RECESSED MEETING AT 3:42 P.M.



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

CHAIRMAN

Attest:

Deputy Comptroller/Council Records

CITY OF MEMPHIS
NOTICE OF REGULAR MEETING
OF
THE MEMPHIS CITY COUNCIL
Tuesday, June 16, 2020, 3:30 p.m.

Due to the declarations of a State of Emergency by the President of the United States, the Governor of Tennessee and the Mayor of Memphis relating to Covid-19 Epidemic the Council has determined that is necessary that the meeting be conducted by electronic or other means of communication in order to protect the health, safety and welfare of the public, City employees, Council staff and Members of the Council.

THERE WILL BE NO PHYSICAL MEETING

Attached to this Notice of Meeting are instructions on how members of the public may electronically access the meeting and/or a recording of the meeting and how the public may provide written comments concerning any agenda item or any other matter prior to the meeting.

INSTRUCTIONS OF STEPS TO VIEW THE JUNE 16, 2020 MEMPHIS CITY COUNCIL MEETING

Take notice, the Memphis City Council will meet on **Tuesday, June 16, 2020 at 8:30 a.m.** However, due to Coronavirus disease (COVID-19) health and safety concerns, the public is not permitted to attend the meeting in-person. Instead, the public is permitted to participate in the meeting in the following manner: (I) Electronically, via live-stream, (II) Radio, via 88.5 FM (WQOX), and (III) Electronically, via digital archive.

A. Electronically, via live-stream

To view the Tuesday, June 16, 2020 Memphis City Council meeting electronically, via live-stream, follow the steps below:

- (1) Access the internet,
- (2) Go to the Memphis City Council's "Watch Meetings Online" page at <https://www.memphistn.gov/cms/One.aspx?portalID=11150816&pageID=15334953>
- (3) At 8:30 a.m., click on the June 16, 2020 Memphis City Council meeting

- (4) Begin viewing the June 16, 2020 Memphis City Council meeting electronically via live-stream
- (5) Click on the June 16, 2020 “Agenda” tab to view the agenda documents

B. Radio, via 88.5 FM (WQOX)

To listen to the Tuesday, June 16, 2020 Memphis City Council meeting by radio, via 88.5 FM (WQOX), follow the steps below:

- (1) Access a radio with FM-capabilities,
- (2) At 3:30 p.m., turn the radio dial to 88.5 FM (WQOX),
- (3) Begin listening to the June 16, 2020 Memphis City Council meeting by radio via 88.5 FM (WQOX)

C. Electronically, via digital archive

To listen to the Tuesday, June 16, 2020 Memphis City Council meeting electronically, via digital archive, follow the steps below:

- (1) Access the internet **after** the June 16, 2020 Memphis City Council meeting,
- (2) Go to the Memphis City Council’s “Archived Videos” page at https://www.memphistn.gov/government/city_council/watch_public_meetings_online/city_council_archived_videos
- (3) Press play on the June 16, 2020 “City Council Full Meeting” tab
- (4) Begin viewing the June 16, 2020 Memphis City Council meeting electronically via digital archive
- (5) Click on the June 16, 2020 “Agenda” tab to view the agenda documents
- (6) Click on the June 16, 2020 “Minutes” tab to view the meeting minutes

Note: Public comments may be submitted to the Memphis City Council twenty-four (24) hours prior to the June 16, 2020 meeting. To submit your public comment, please email Patrice.robinson@memphistn.gov with your (a) full name, (b) full street address, (c) phone number, (d) agenda item, if applicable, and (e) comment. For more information, please call (901) 636-6786.

Thank you for your patience during this time. We look forward to continuing our work on your behalf as a thirteen-member council working to make Memphis a safe, healthy, and prosperous city for all!

With earnest appreciation,

A handwritten signature in cursive script that reads "Patrice J. Robinson".

Patrice Jordan Robinson
Chairwoman, Memphis City Council