

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 or 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.

T004



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 for the FY2021 CARES Act Funding allocation in the amount of \$1,455,000.00 for the homeless shelter investments in response to the pandemic.
2. The initiating party is the Division of Housing and Community Development.
3. Resolution is not a change to an existing ordinance or resolution.
4. New contract(s) will be required.
5. Expenditure of funds will be required.



RESOLUTION for Fiscal Year 2021 CARES Act Funding Allocation in the amount of \$1,455,000 for homeless shelter investments in response to pandemic.

WHEREAS, the US Department of Treasury through the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) - Coronavirus Relief Fund, has provided payments to assist State, Local, and Tribal governments in navigating the impact of the COVID-19 outbreak; and

WHEREAS, The CARES Act requires that the payments from the Coronavirus Relief Fund only be used to cover expenses that—

- (1) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
- (2) were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
- (3) were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

WHEREAS, the City of Memphis has received federal CARES Act funding in the amount of \$113,607,218 and has presented a Strategic Plan for proposed resource allocation, related program development, and implementation timing; and

WHEREAS, guidance from the U.S. Department of Treasury as of May 11, 2020 states that local government is authorized to use the funds on provisions of economic support in connection with the health emergency; and

WHEREAS, the City has provided financial support in excess of \$300,000 to cover lodging and meal expenses in hotels for over 125 individuals and families experiencing homelessness between March and May 2020 during the Safer at Home Order issued by the City Mayor; and

WHEREAS, the City has identified three (3) emergency shelter investments that would accommodate individuals and families experiencing homelessness and provide lodging during the COVID19 pandemic; and

WHEREAS, Collins Chapel Connectional Hospital at 409 Ayers Street, Memphis, TN 38105 is undergoing a \$3.6 million rehabilitation project by the Christian Methodist Episcopal (CME) Church and the CME Church plans to lease the improved property to Room in the Inn; and

WHEREAS, at the Collins Chapel Connectional Hospital, Room in the Inn will operate an 82 bed Day Hospitality Center, family shelter program, and a Recuperative Care Unit for medically fragile homeless persons being discharged from area hospitals; and

WHEREAS, the City will provide \$1 million in CARES Act funding to cover construction costs, architecture and engineering, and furniture, fixtures and equipment for the Collins Chapel project, contingent upon an executed lease agreement between the CME Church and Room in the Inn; and

WHEREAS, the Hospitality Hub is an organization that serves the homeless in Memphis; and

WHEREAS, the Hospitality Hub has acquired an 8-room property at 28 North Claybrook, Memphis, TN 38104 and will renovate the property to serve as a 16-bed emergency shelter for single women; and

WHEREAS, the total project cost for the Hospitality Hub project is \$450,000 and the City will provide \$175,000 in CARES Act funding to cover construction costs, architecture and engineering, and furniture, fixtures and equipment; and

WHEREAS, the Salvation Army owns property at 696 Jackson Avenue, Memphis, TN 38105 that is currently used to serve homeless individuals; and

WHEREAS, the Salvation Army plans to expand capacity at their facility to provide an 18-bed emergency overnight facility to serve homeless individuals; and

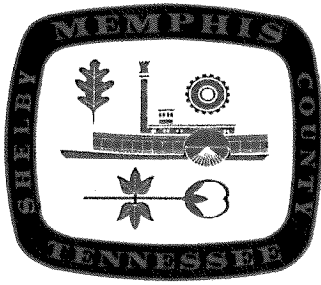
WHEREAS, the total project cost for the Salvation Army project is \$440,000 and the City will provide \$280,000 in CARES Act funding to cover construction costs, architecture and engineering, and furniture, fixtures and equipment; and

WHEREAS, funding for all three projects will be contingent upon an executed agreement with the City that includes pertinent federal requirements; specifically, certain provisions of the CARES Act; and

WHEREAS, it is imperative for the general fund budget to be amended in accordance with Tennessee Constitution Article 2 § 24, TCA § 9-1-116, Municipal Budget Law of 1982.

NOW, THEREFORE BE IT RESOLVED, that the following unbudgeted necessary expenditures to be incurred for actions taken to respond to the public health emergency be approved as allocated through the Coronavirus Relief Funding under section 601 (a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) in an amount of \$1,455,000 as follows:

Collins Chapel Homeless Shelter Project	\$ 1,000,000
Hospitality Hub Homeless Shelter Project	\$ 175,000
Salvation Army Homeless Shelter Project	\$ 280,000



T003

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 for the FY2021 CARES Act Funding allocation in the amount of \$1,000,000.00 for the Eviction Settlement Fund in response to the pandemic.
2. The initiating party is the Division of Housing and Community Development (e.g. Public
3. Resolution is not a change to an existing ordinance or resolution.
4. Not applicable to a new contract, or amends an existing contract.
5. Expenditure of funds will be required.



RESOLUTION for Fiscal Year 2021 CARES Act Funding Allocation in the amount of \$1,000,000 for Eviction Settlement Fund in response to pandemic.

WHEREAS, the US Department of Treasury through the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) - Coronavirus Relief Fund, has provided payments to assist State, Local, and Tribal governments in navigating the impact of the COVID-19 outbreak; and

WHEREAS, The CARES Act requires that the payments from the Coronavirus Relief Fund only be used to cover expenses that—

- (1) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
- (2) were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
- (3) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

WHEREAS, the City of Memphis has received federal CARES Act funding in the amount of \$113,607,218 and has presented a Strategic Plan for proposed resource allocation, related program development, and implementation timing; and

WHEREAS, guidance from the U.S. Department of Treasury as of May 11, 2020 states that local government is authorized to use the funds on provisions of economic support in connection with the health emergency; and

WHEREAS, as of June 15, 2020, there were roughly 9,000 eviction cases that were filed with Shelby County General Sessions Court; and

WHEREAS, the COVID19 pandemic has disrupted the national and local economy, resulting in an inability for some households to cover rental payments; and

WHEREAS, significant evictions could result in more individuals and families becoming homeless and more susceptible to contracting COVID19; and

WHEREAS, the City of Memphis Division of Housing and Community Development has worked to develop the Eviction Settlement Fund in partnership with Shelby County Division of Community Services, Shelby County General Sessions Court, Neighborhood Preservation Inc., Memphis Area Legal Services, University of Memphis Law School, Innovate Memphis, BLDG Memphis, United Housing and other stakeholders; and

WHEREAS, the City will provide \$1 million in CARES Act funding to support the Eviction Settlement Fund, which will be matched by funds from Shelby County and in-kind services from partner agencies; and

WHEREAS, the Eviction Settlement Fund will support residential tenants facing eviction or at high risk of eviction as a result of the pandemic or facing housing instability if evicted; and

WHEREAS, will have access to direct legal services to negotiate with property owners to settle their delinquency and have the eviction case dropped or to raise available defenses in court, or on appeal; and

WHEREAS, program funds will be available to directly pay negotiated settlements to owners and cover administrative fees necessary to operate the program; and

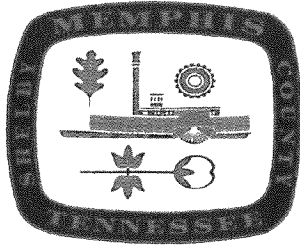
WHEREAS, tenants will also receive a counseling session with a HUD certified housing counselor to discuss long term financial planning and housing goals after a settlement has been completed; and

WHEREAS, it is imperative for the general fund budget to be amended in accordance with Tennessee Constitution Article 2 § 24, TCA § 9-1-116, Municipal Budget Law of 1982.

NOW, THEREFORE BE IT RESOLVED, that the following unbudgeted necessary expenditures to be incurred for actions taken to respond to the public health emergency be approved as allocated through the Coronavirus Relief Funding under section 601 (a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) in an amount of \$1,000,000 as follows:

Eviction Settlement Fund	\$ 825,000
Eviction Settlement Fund Program Management	\$ 175,000

TO 27



Memphis City Council Summary Sheet

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

This is a Resolution for approval of amendment of Fiscal Year 2021 Capital Improvement Program Budget to appropriate \$7,500,000 of CARES Act – Coronavirus Relief Fund as a funding source for Information Technology projects identified in the City of Memphis CARES Act Strategic Plan.

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

Information Technology Division and the Finance Division

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

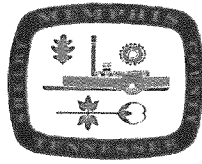
This item requires an amendment to the FY21 CIP Budget for the City.

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

This item will require new contracts.

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

This item will require a CIP budget amendment for Fiscal Year 2021 to allocate and appropriate \$7,500,000 in CARES Act – Coronavirus Relief Fund revenues as a funding source and \$7,500,000 in technology expenditures.



RESOLUTION for Fiscal Year 2021 CARES Act

Information Technology Project Funding Allocation

WHEREAS, the US Department of Treasury through the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) - Coronavirus Relief Fund, has provided payments to assist State, Local, and Tribal governments in navigating the impact of the COVID-19 outbreak; and

WHEREAS, The CARES Act requires that the payments from the Coronavirus Relief Fund only be used to cover expenses that—

(1) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);

(2) were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and

(3) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

WHEREAS, the City of Memphis has received federal CARES Act funding in the amount of \$113,607,218 and has presented a Strategic Plan for proposed resource allocation, related program development, and implementation timing; and

WHEREAS, COVID-19 has permanently altered the course of government technology and has created a unique marketplace in which employees and citizens are highly reliant on technology to conduct business, and wherein business continuity and emergency preparedness are of primary concern; and

WHEREAS, the City is prepared to move forward with Information Technology Division projects categorized in the Funding Strategic Plan to ensure the City is equipped to deliver and provide technology that supports the increased demand of telecommuting, video conferences, and virtual formats, that ensures employees can work and collaborate from anywhere, that provides a communication and network system that certifies high levels of security and protection of sensitive data, and that provides hardware, software, and technology platforms that offer evident and significant impact to City operations.

NOW, THEREFORE BE IT RESOLVED, that the following expenditures incurred for actions taken to respond to the changing demands of technological requirements and improvements as a result of the public health emergency of COVID-19 be approved as allocated through the

Coronavirus Relief Funding under section 601 (a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) in accordance with federal guidance for technological expenditures in an amount of \$7,500,000 as follows:

IS01062 Phone System Upgrade	\$5,300,000
IS01077 Time and Attendance System	\$1,500,000
IS01083 Desktop and Application Infrastructure	\$ 500,000
IS01084 Network Infrastructure Upgrade	\$ 200,000

THEREFORE, BE IT FURTHER RESOLVED, that the Fiscal Year 2021 Capital Improvement Program Budget be and is hereby amended by allocating and appropriating revenues in the amount of \$7,500,000 from the CARES Act - Coronavirus Relief Fund and appropriation of \$7,500,000 of allowable technological improvement expenditures in accordance with federal guidance under the CARES Act – Coronavirus Relief Fund.



**JIM STRICKLAND
MAYOR**

July 7, 2020

Chase Carlisle
Chairman, Personnel Intergovernmental
& Annexation Committee
Memphis City Council
125 N. Main Street
Memphis, TN 38103

Dear Councilman Carlisle:

Subject to Council approval, it is my recommendation that:

Carey Nixon (Nick) Walker, Jr.

be appointed as Director of Parks and Neighborhoods with a salary of \$131,300.00.

Respectfully,

Jim Strickland
Mayor

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 1. Short Title

This Ordinance shall be known as "Regulating Lobbying"

Sections 2. Purpose

The purpose of "Regulating Lobbying" is to

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

Sections 3. Definitions

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

(a) City Official means all full-time and part-time elected or appointed officers and employees, whether compensated or not, including those of any separate board, commission, committee, authority, corporation, or other instrumentality appointed or created by the city.

(b) Client means any person, entity, organization or group that compensates a lobbyist for lobbying or on whose behalf compensated lobbying occurs.

(c) Contact or Contacting means any direct or indirect communication with a City Official, undertaken by any means, oral, written or electronic, including, but not limited to, through an agent, associate or employee and undertaken in any context, including at a public meeting.

(d) Compensation or Compensated means any salary, fee, payment, reimbursement or other valuable consideration, or any combination thereof, whether received or to be received; however, "compensation" does not include the salary or reimbursement of an individual whose lobbying is incidental to that person's regular employment.

(e) Lobbying or Lobbying Activity means influencing or attempting to influence a City Official with regard to a legislative or administrative action of the City.

(f) Lobbyist means any person who engages in lobbying for compensation.

Section 4. Exemptions

The following are exempt from the requirements of this chapter:

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

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

Section 5. Registration Requirement

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

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

Section 6. File State Mandated Disclosure Statements

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

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

Section 7. Prohibitions

A lobbyist shall not do any of the following:

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

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

Section 8. Lobbyist Registration Fees

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

Section 9. Fine and Penalties.

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

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

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

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

Sponsors: Chase Carlisle
Worth Morgan

Patrice Robinson
Memphis City Council Chairwoman

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

**Binghampton 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?

\$ 4,150,000.00 Amount

\$ - Revenue to be received

Source and Amount of Funds

\$ - Operating Budget

\$4,150,000.00 CIP Project # CD18105 & CD180108

\$ - Federal/State/Other

Approvals

Director Paul A. Young Date 6/10/20

Division Chief _____ Date _____

Budget Manager _____ Date _____

Chief Financial Officer _____ Date _____

City Attorney _____ Date _____

Chief Operating Officer _____ Date _____

Council Committee Chair _____ 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- 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

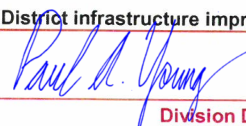
	Award (Approp. Only)	Resource	CIP Project	AMOUNT	
				FROM	TO
FROM	11196	TDZ CIP GO Bonds		\$ 4,150,000.00	
TO	11196	Pinch Sewer	CD18105		\$ 2,650,000.00
	11196	Pinch MLGW	CD18108		1,500,000.00

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
	11196	Contract Construction	CD18108		1,500,000.00

Justification: To allocate and appropriate available TDZ surplus revenues for Pinch District infrastructure improvement projects.

 6.10.2020

Approved:  **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 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		
Fiscal Month		
Fund	Fiscal Month	Trans. No.
0400	12	

REVENUE

Award (Approp. Only)		Resource	CIP Project	AMOUNT	
FROM	TO			FROM	TO
FROM	11196	TDZ CIP GO Bonds		\$ 5,000,000.00	
TO	11196	Pinch Sewer	CD18105		\$ 1,500,000.00
	11196	Pinch MLGW	CD18108		3,500,000.00

EXPENDITURES

Award (Approp. Only)		EXPENDITURES	CIP Project	AMOUNT	
FROM	TO			FROM	TO
FROM	11196	TDZ CIP GO Bonds		\$ 5,000,000.00	
TO	11196	Contract Construction	CD18105		\$ 1,500,000.00
	11196	Contract Construction	CD18108		3,500,000.00

Justification: To allocate and appropriate TDZ CIP Bonds for Pinch District infrastructure improvements.

LA 6.10.2020

Approved: *Paul D. 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 \$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
 Division Chief _____ Date _____
 Budget Manager _____ Date _____
 Chief Financial Officer _____ Date _____
 City Attorney _____ Date _____

Chief Operating Officer
 _____ Date _____
Council Committee Chair
 _____ 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

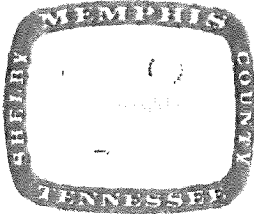
WHEREAS, the administration wants to allocate and appropriate **\$25,000,000** from the proceeds of the Bonds for the completion of the renovations at Renasant Convention Center; and

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**.



TD 26

Memphis City Council Summary Sheet

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

Resolution to appropriate \$3,870,000 of allocated funding in Project LI01030-New Frayser Library
Frayser Library = Council District 7, Super District 8

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

Library

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.

N/A

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

This Resolution authorizes the expenditure of construction costs funds for the **New Frayser Library** in District 7, Super District 8.



RESOLUTION

To appropriate FY 2021 funds for the following project: New Frayser Library

WHEREAS the Council of the City of Memphis did include Project LI01030 New Frayser Library, as part of the FY 2021 Capital Improvement Program Budget, and

WHEREAS the purpose of this project is to replace the current Frayser Branch Library; and

WHEREAS bids are being solicited and evaluated for this project; and

WHEREAS it is necessary to appropriate the sum of \$3,870,000 of allocated funding in Project LI01030-New Frayser Library to fund construction;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the sum of three million, eight hundred seventy thousand dollars (**\$3,870,000**) funded by General Obligation bonds be appropriated to the above-named project as follows:

New Frayser Library – LI01030

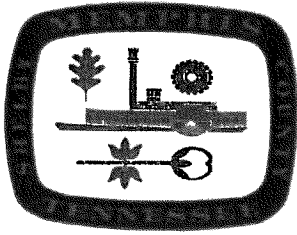
Contract Construction

\$3,870,000

TOTAL

\$3,870,000

FD25



Memphis City Council Summary Sheet

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

This resolution is requesting the appropriation of funds allocated in FY21 to FS02029, Fire Station 5 in the amount of \$4,000,000.00 for Contract Construction funded by G.O. Bonds.

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

Memphis Fire Services

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

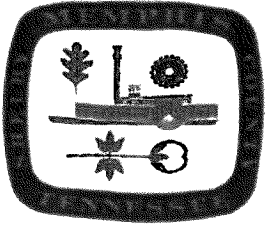
This is a resolution requesting to appropriate FY21 funding.

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

This request will not require a new construction contract.

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

This resolution requires an appropriation of funds and an expenditure of funds in the amount of \$4,000,000.00.



Resolution – Fire Services

A resolution appropriating \$4,000,000.00 in Fire Station 5

WHEREAS, the Council of the City of Memphis did include Fire Station 5, CIP Project Number FS02029, as part of the Fiscal Year 2021 Capital Improvement Program Budget; and

WHEREAS, four bids were received on March 11, 2020 for Fire Station 5, with the best complying bid submitted by Zellner Construction Services, LLC. in the amount of \$5,360,796.00; and

WHEREAS, \$4,000,000.00 for the funding of Fire Station 5 has been allocated in Capital Improvement Project Number FS02029; and

WHEREAS, it is necessary to appropriate \$4,000,000.00, Capital Improvement Project Number FS02029, Contract Construction funded by G.O. Bonds General for Fire Station 5 Project, Contract Construction.

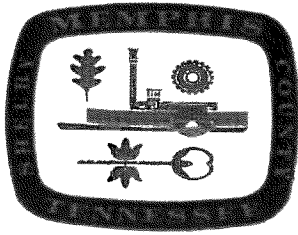
NOW, THEREFORE, BE IT ALSO RESOLVED, by the Council of the City of Memphis there be and is hereby appropriated the amount of \$4,000,000.00, CIP Project Number FS02029, Contract Construction funded by G.O. Bonds General for Fire Station 5.

Project Title: Fire Station 5

CIP Project Number: FS02029

Total Construction Cost: \$5,360,796.00

Appropriating: \$4,000,000.00



FD 24

Memphis City Council Summary Sheet

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

This resolution is requesting to appropriate G.O. Bonds in the amount of \$555,625.00 for Fire Fighting Turnouts/Fire Protective Ensemble .

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

Memphis Fire Services

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

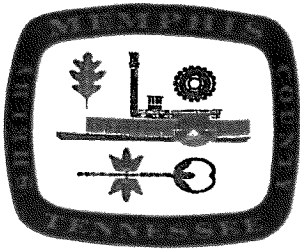
This is a resolution requesting to appropriate FY21 funding.

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

This request will not require a new contract.

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

This project requires an expenditure of funds in the amount of \$555,625.00.



FIRE SERVICES RESOLUTION

A Resolution appropriating \$555,625.00 in G.O. Bonds for Project Number FS04012, Fire Fighting Turnouts/Fire Protective Ensemble.

WHEREAS, Project Number FS04012, Fire Fighting Turnouts/Fire Protective Ensemble, for the purchase of Fire Fighting Turnouts/Fire Protective Ensemble designated for the annual procurement of protective clothing, is included in the FY 2021 Capital Improvement budget; and

WHEREAS, the original contract was signed on September 26, 2016 in the amount of \$1,099,505.00 being executed between the City of Memphis and North America Fire Equipment Company (NAFECO); and

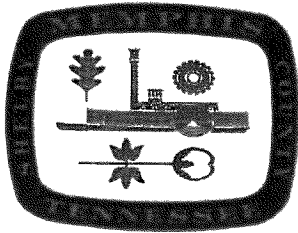
WHEREAS, it is necessary to appropriate \$555,625.00 in General Obligation Bonds for the purchase of Fire Fighting Turnouts/Fire Protective Ensemble designated for the annual procurement of protective clothing; and

WHEREAS, the funding for the purchase of the Fire Fighting Turnouts has been Allocated in Capital Improvement Project Number FS04012, Other Costs

NOW, THEREFORE BE IT RESOLVED, by the Council of the City of Memphis that there be and is hereby appropriated the sum of \$555,625.00 in General Obligation Bonds chargeable to the FY 2021 Capital Improvement Budget and credited as follows:

Project Title	Personal Protective Equipment
Project Number	FS04012
Amount	\$555,625.00
General Obligation Bonds	

T023



Memphis City Council Summary Sheet

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

This resolution is requesting to appropriate G.O. Bonds in the amount of \$48,375.00 for self-contained breathing apparatus and accessories.

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

Memphis Fire Services

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

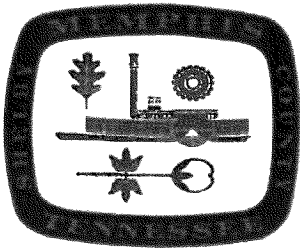
This is a resolution requesting to appropriate FY21 funding.

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

This request will not require a new contract.

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

This project requires an expenditure of funds in the amount of \$48,375.00.



FIRE SERVICES RESOLUTION

A Resolution appropriating \$48,375.00 in G.O. Bonds for Project Number FS04012, Personal Protective Equipment – Self-Contained Breathing Apparatus.

WHEREAS, Project Number FS04012, Personal Protective Equipment, for the purchase of self-contained breathing apparatus and accessories, is included in the FY 2021 Capital Improvement budget; and

WHEREAS, the original contract was signed on June 11, 2018 in the amount of \$6,638,415.00 being executed between the City of Memphis and Safe Industries; and

WHEREAS, it is necessary to appropriate \$48,375.00 in General Obligation Bonds for the purchase of self-contained breathing apparatus and accessories, and

WHEREAS, the funding for the purchase of self-contained breathing apparatus and accessories has been allocated in Capital Improvement Project Number FS04012, Other Costs

NOW, THEREFORE BE IT RESOLVED, by the Council of the City of Memphis that there be and is hereby appropriated the sum of \$48,375.00 in General Obligation Bonds chargeable to the FY 2021 Capital Improvement Budget and credited as follows:

Project Title	Personal Protective Equipment
Project Number	FS04012
Amount	\$48,375.00
General Obligation Bonds	

RESOLUTION REQUESTING THE ADMINISTRATION TO RE-IMPLEMENT COACT UNITS AS PART OF COMMUNITY POLICING PROGRAMS OF THE MEMPHIS POLICE DEPARTMENT

WHEREAS, words of healing, hope and encouragement are still needed around our city and country weeks after Mr. George Floyd's tragic killing and more than ever, stronger community and police relations are needed; and

WHEREAS, in 2011, the Memphis Police Department's Community Outreach Program (C.O.P.) was created to proactively serve and improve the quality of life of citizens and reduce juvenile violence by utilizing crime prevention techniques through identification, enforcement and education within the community; and

WHEREAS, while the program has proven to be successful through many community programs for citizens, agencies and faith-based organizations alike, an added positive presence of Community Action (COACT) Units would also serve as a catalyst for strengthened police and public relationships; and

WHEREAS, there is a great desire to bring back the MPD COACT Units, which were created in 1994, to initiate a new Community Policing Program; partnered with community involvement, officers assigned to COACT units would simultaneously attack crime and its root causes; and

WHEREAS, during the early 2000s, COACT was the strongest program of the Memphis Police Department; with sixteen (16) Community Action substations spread across the city, each would link with operational programs to help people solve different issues including public utilities, street lights, pot holes, overgrown fields, truant children, or a rash of burglaries; and

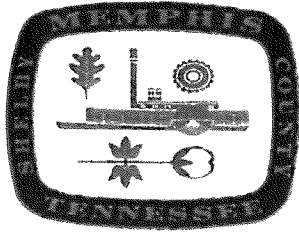
WHEREAS, ideally, COACT units should be staffed by officers who live in the community in which the officers serve, working as partners with the community to identify and address issues; and

WHEREAS, the presence of a COACT unit promotes a sense of community and safety among residents allowing officers to serve community members effectively and efficiently while increasing community partnership and engagement between officers and residents; and

WHEREAS, COACT units will provide opportunities for dialogue and action involving residents and police which will lead to better relationships, more equitable treatment by the police, greater police responsiveness, accountability, and greater willingness of residents to work with police.

NOW, THEREFORE, BE IT RESOLVED that Memphis City Council hereby requests that the Administration re-implement the Memphis Police Department's COACT Units throughout the City to restore community trust and become dependable advocates for the community, improving prevention initiatives as opposed to only providing.

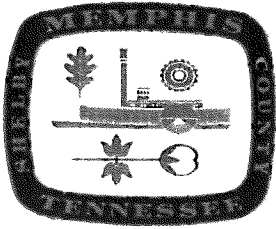
Sponsor: Councilwoman Jamita Swearingen



T156

Memphis City Council Summary Sheet

1. This is a resolution to allocate and appropriate \$319,550.20 in General Obligation Bonds from ADA Curb Ramp Coverline, project PW20300, to Curb Ramp Group 60, project PW20301, for a construction contract with James Carodine & Associates. These funds are for the construction of One Hundred and Fifty (150) ADA curb ramp installations at various locations.
2. The City of Memphis Division of Engineering has drafted this resolution and is recommending City Council approval and same night minutes.
3. This resolution does not change an existing ordinance or resolution.
4. This resolution will appropriate \$319,550.20 for a construction contract with James Carodine & Associates, a SBE Contractor.
5. This resolution requires an amendment to the FY2021 Public Works Capital Improvement Budget.



Resolution to allocate and appropriate \$319,550.20 in General Obligation Bonds from ADA Curb Ramp Coverline, project PW20300, to Curb Ramp Group 60, project PW20301.

WHEREAS, the Council of the City of Memphis approved \$1,000,000 in General Obligation Bonds for ADA Curb Ramp Coverline, PW20300, in the Fiscal Year 2020 CIP Budget, and;

WHEREAS, bids were received for the construction of One Hundred and Fifty (150) ADA curb ramp installations at various locations with the lowest complying bid being \$319,550.20 including a 7.5% contingency submitted by James Carodine & Associates, and;

WHEREAS, the construction contract with James Carodine & Associates is a 100% SBE, and;

WHEREAS, it is necessary to transfer, allocate, and appropriate \$319,550.20 in General Obligation Bonds to Curb Ramp Group 60, project PW20301 as follows:

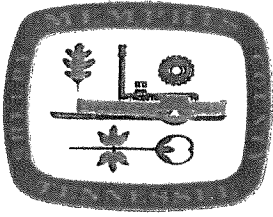
Contract Amount	\$297,256.00
Project Contingencies	<u>\$ 22,294.20</u>
Total Amount	\$319,550.20

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the Fiscal Year 2021 Capital Improvement Budget is hereby amended by transferring an unappropriated allocation of \$319,550.20 funded by General Obligation Bonds from ADA Curb Ramp Coverline, project PW20300, to Curb Ramp Group 60, project PW20301; and

BE IT FURTHER RESOLVED that the Fiscal Year 2021 Capital Improvement Budget is hereby amended by establishing an allocation and appropriation of \$319,550.20 as follows:

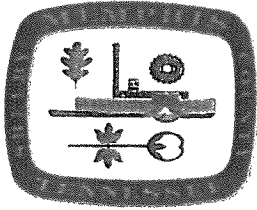
<u>Revenue</u>	
General Obligation Bonds	\$319,550.20
<u>Expenditures</u>	
Contract Construction	\$319,550.20

T154



Memphis City Council Summary Sheet

1. This is a resolution to allocate and appropriate \$500,000 in General Obligation Bonds from Replace Various Sidewalks, PW20200, to Replace Various Sidewalks, project PW20201. These funds will cover the construction cost of various sidewalks throughout the city.
2. The City of Memphis Division of Engineering has drafted this resolution and is recommending City Council approval with same night minutes.
3. This resolution does not change an existing ordinance or resolution.
4. This resolution does not require a new or amend an existing contract.
5. This resolution requires an amendment to the FY2020 Public Works Capital Improvement Budget.



Resolution to allocate and appropriate \$500,000 in General Obligation Bonds from Replace Various Sidewalks, PW20200, to Replace Various Sidewalks, project PW20201.

WHEREAS, the Council of the City of Memphis approved \$500,000 in General Obligation Bonds for the coverline Replace Various Sidewalks, PW20200, in the Fiscal Year 2020 CIP Budget, and;

WHEREAS, these funds will be used for the construction of various sidewalks throughout the city, and;

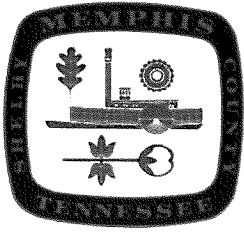
WHEREAS, it is necessary to transfer, allocate, and appropriate \$500,000 in General Obligation Bonds to Replace Various Sidewalks, project PW20201, and;

WHEREAS, the project PW20201 – Replace Various Sidewalks was reviewed by the Office of Business Diversity and Compliance, with a combined MWBE participation goal established at 50% for contract construction, and;

WHEREAS, this goal is comprised of 47% MBE and 3% WBE participation.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the Fiscal Year 2020 Capital Improvement Budget is hereby amended by the allocation and appropriation of \$500,000 to be credited as follows:

Project Title: Replace Various Sidewalks
Project Number: PW20201
Amount: \$500,000



6004

Memphis City Council Summary Sheet

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

Resolution to approving^e a Cooperative Agreement on the use of the Accela Software System to be implemented to accept and process applications for zoning changes, land use permits, engineering permits, building permits, electrical permits, plumbing permits, mechanical permits, and sign permits.. All District, All Super District.

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

Initiated by Memphis and Shelby County Division of Planning and Development and being administered by Engineering.

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

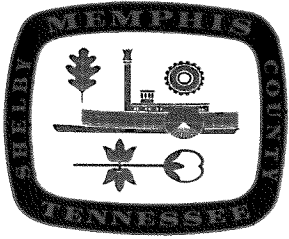
N/A

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

N/A

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

This resolution does not require an expenditure of funds/budget amendment.



RESOLUTION APPROVING A COOPERATIVE AGREEMENT ON THE USE OF THE ACCELA SOFTWARE SYSTEM BETWEEN MEMPHIS AND SHELBY COUNTY DIVISION OF PLANNING AND DEVELOPMENT, SHELBY COUNTY GOVERNMENT, TOWN OF ARLINGTON, CITY OF GERMANTOWN, CITY OF LAKE LAND, CITY OF MEMPHIS, CITY OF MILLINGTON, AND MEMPHIS LIGHT GAS AND WATER DIVISION.

WHEREAS, Shelby County Government (“Shelby County”) on behalf of the Memphis and Shelby County Division of Planning and Development (“DPD”) maintains an information system, currently the Accela program, containing a significant variety of digital information and computer software used in the daily operation of DPD departments (the “System”); and

WHEREAS, Each of the Parties named above maintains information and computer software programs used in the daily operations of numerous departments and agencies supporting their constituents; and

WHEREAS, Each of the Parties maintain some information or knowledge that is corresponding, interconnecting, and useful to the Parties and the public; and

WHEREAS, There currently exist separate agreements between Memphis and Shelby County Division of Planning and Development Office of Construction Code Enforcement, and the Town of Arlington, City of Germantown, City of Lakeland, and City of Millington, regarding construction plans review and inspection; and

WHEREAS, The Parties intend to rescind and replace those separate agreements with this Agreement, attached herein as **Exhibit A**; and

WHEREAS, The Parties named above wish to participate in using the Accela software system purchased by the Memphis and Shelby County Division of Planning and Development, and use the services and maintenance of the Accela System by the Shelby County Division of Information Technology Services; and

WHEREAS, the Parties plan to use the Accela software system to accept applications for zoning changes, land use permits, engineering permits, building permits, electrical permits, plumbing permits, mechanical permits, and sign permits; to record reports and inspections regarding such applications; to record acceptance or denial of such permit applications; to record complaints and citations related to such permit applications; to review and record comments upon such applications and citations when necessary; and to accept application fees and transferring fees between Parties as necessary; and

WHEREAS, The Parties to this Agreement wish to establish the conditions and duties contemplated and to be performed by each Party in this single memorandum and in so doing assure clarity for these activities; and

WHEREAS, it is in the best interest of the Parties that this Agreement be established to exchange certain information system data and technologies as to use of the Accela program and options to participate in any successor program(s); and

WHEREAS, Such Agreement has been approved by separate resolutions of the local governmental Parties as an inter-local agreement under Tennessee law.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF CITY OF MEMPHIS, SHELBY COUNTY, TENNESSEE, That the cooperative agreement on the use of the Accela software system between Memphis and Shelby County Division of Planning and Development, Shelby County Government, Town of Arlington, City of Germantown, City of Lakeland, City of Memphis, City of Millington, and Memphis Light Gas and Water Division.

BE IT FURTHER RESOLVED, That the Mayor is hereby authorized to execute said contract on behalf of City of Memphis.

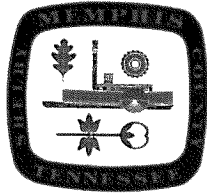
BE IT FURTHER RESOLVED, That the Mayor and Chief Financial Officer are hereby authorized to issue their warrant or warrants for the purposes contained in this resolution, and to take proper credit in their accounting therefore.



1022

**Memphis City Council
Summary Sheet
Ensley Pump Station Electrical Rehabilitation**

1. This is a \$424,522.00 additive change order to an existing construction contract (contract amount \$1,911,250.00) for the electrical rehabilitation of the Ensley Pumping Station. This change order is for changes to the transformer powering the station.
2. This item is being submitted by Public Works (Environmental Engineering)
3. This item change an existing resolution. Council approved an appropriation via resolution (CIP# ST03200) awarding a construction contract to Shelby Electric Co., Inc. (Contract 35774) on September 11, 2018 to rehabilitate the Ensley Pump Station.
4. This item does not require a new contract.
5. This item requires an expenditure of funds.



RESOLUTION

This resolution is an additive change order (additional funds request) to an existing construction contract to transfer and appropriate additional construction funds for the electrical rehabilitation of the Ensley Pumping Power Station.

WHEREAS, the Council of the City of Memphis approved Flood Control – ST Coverline project number ST03207 and Ensley PS Electric Rehab, project number ST03200 as part of the Public Works Fiscal Year 2021 Capital Improvement Budget; and

WHEREAS, a contract currently exists (contract amount \$1,911,250.00). Council approved an appropriation via resolution (CIP #ST03200) awarding a construction contract to Shelby Electric Co, (Contract #35774) on September 11, 2018 for electrical rehabilitation of the Ensley Pumping Power Station; and

WHEREAS, it is necessary to extend said contract for additional funds in the amount of \$424,522.00 to account for changes to the transformer power station at Ensley Pump Station; and

WHEREAS, it is necessary to transfer a construction allocation in the amount of \$424,522.00 funded by Capital PAY GO Stormwater in Flood Control – ST Coverline, project number ST03207 to Ensley PS Electric Rehab, project number ST03200 needed for changes to the transformer power station at Ensley Pump Station; and

WHEREAS, it is necessary to appropriate the amount of \$424,522.00 funded by Capital PAY GO Stormwater in Ensley PS Electric Rehab, project number ST03200 needed for changes to the transformer power station at Ensley Pump Station;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the Fiscal Year 2021 Capital Improvement Budget be and is hereby amended by transferring a construction allocation of \$424,522.00 funded by Capital PAY GO Stormwater in Flood Control – ST Coverline, project number ST03207 to Ensley PS Electric Rehab, project number ST03200 needed for changes to the transformer power station at Ensley Pump Station.

BE IT FURTHER RESOLVED, that there be and is hereby appropriated the sum of \$424,522.00 funded by Capital PAY GO Stormwater chargeable to the FY2021 Capital Improvement Budget and credited as follows:

Project Title	Ensley PS Electric Rehab
Project Number	ST03200
Total Amount	\$424,522.00



Memphis City Council Summary Sheet: A Resolution establishing CIP project number GS21105 FY21 Major Modification (Carpentry) by transferring FY 2021 allocations and appropriating these funds to replace the gym floors at Orange Mound and Whitehaven Community Centers and to weatherize or replace the windows and repair the foundation at Ruth Tate Senior Center.

Memphis City Council Summary Sheet

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

A resolution transferring allocations from CIP Project number GS21100, FY21 Major Modification, a cover line, to establish GS21105 FY21 Major Modification (Carpentry) and appropriating \$120,00 in Contract Construction funded by G O Bonds – General to replace the gym floors at Orange Mound and Whitehaven Community Centers and to weatherize or replace the windows and repair the foundation at Ruth Tate Senior Center.

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.

Does not change an existing ordinance or resolution

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

Requires new contracts

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

A budget amendment is needed to transfer allocations from a cover line project.

City Council Resolution – Establishing GS21105 FY21 Major Mod (Carpentry)



A Resolution establishing CIP project number GS21105 FY21 Major Modification (Carpentry) by transferring FY 2021 allocations and appropriating these funds replace the gym floors at Orange Mound and Whitehaven Community Centers and to weatherize or replace the windows and repair the foundation at Ruth Tate Senior Center.

WHEREAS, the Council of the City of Memphis did include the FY21 Major Modification, Project number GS21100, as part of the FY 2021 Capital Improvement Program budget; and

WHEREAS, FY21 Major Modification, Project Number GS21100 is a cover line, it is necessary to transfer allocations totaling \$120,000 to establish CIP Project number GS21105, FY21 Major Modification (Carpentry); and

WHEREAS, it is necessary to appropriate a sum of \$120,00 in Contract Construction funded by G O Bonds – General in FY21 Major Modification (Carpentry), CIP Project number GS21105 replace the gym floors at Orange Mound and Whitehaven Community Centers and to weatherize or replace the windows and repair the foundation at Ruth Tate Senior Center.

NOW, THEREFORE, BE IT RESOLVED that there be and is hereby transferred allocations totaling \$120,000 from CIP Project FY21 Major Modification, GS21100 to CIP Project FY21 Major Modification (Carpentry), CIP project number GS21105 and

BE IT FURTHER RESOVLED that the sum of \$120,000 in Contract Construction funded by G O Bonds – General in CIP project number GS21105, FY21 Major Modification (Carpentry) are appropriated and credited as follows:

Project Title:	FY21 Major Modification (Carpentry)
Project Number:	GS21105
Amount:	\$120,000

Memphis City Council Summary Sheet

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

A resolution appropriating \$10,000,000 in Contract Construction funded by G O Bonds – General in CoMEM Phase II, CIP Project number GS01032, to fund construction of City of Memphis Municipal Complex COMEM Phase II.

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.

Does not change an existing ordinance or resolution

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

Requires a new contract

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

A budget amendment is needed to appropriate contract construction funds.



A Resolution appropriating FY 2021 funds for construction of City of Memphis Municipal Complex CoMEM Phase II at the former Walter Simmons location.

WHEREAS, the Council of the City of Memphis did include \$10,000,000 for CoMEM Phase II CIP Project GS01032, as part of the FY 2021 Capital Improvement Program budget; and

WHEREAS, this \$10,000,000 will continue the construction of CoMEM Phase II - GS/Fire (Fleet Maintenance and Fueling Station) at the former Walter Simmons location; and

WHEREAS, it is necessary to appropriate a sum of \$10,000,000 in Contract Construction funded by G O Bonds – General in CoMEM Phase II, CIP Project number GS01032.

NOW, THEREFORE, BE IT RESOLVED that there be and is hereby appropriated the sum of \$10,000,000 in Contract Construction funded by G O Bonds – General in CoMEM Phase II, CIP Project number GS01032 and credited as follows:

Project Title:	CoMem Phase II
Project Number:	GS01032
Amount:	\$10,000,000

Resolution imposing a 90-day moratorium on the collection from all customers residing in Area E of the increased monthly residential Solid Waste fee of \$7.16 set forth in the Ordinance to amend Chapter 15, Section 15-12, of the Memphis Code of Ordinances regarding Solid Waste Fees for collection and disposal enacted on December 17, 2019

WHEREAS, the Amendment to Chapter 15, Section 15-12 of the Code of Ordinances of the City of Memphis regarding the City of Memphis Solid Waste Fees intended to improve operation efficiencies, increased customers' monthly residential fee by \$7.16; and

WHEREAS, it has been reported to the Memphis City Council that customers in "Area E" covering Cordova and Hickory Hill are not receiving quality and timely garbage, recycle, yard waste and outside the cart waste collection services; and

WHEREAS, the City Administration is currently in the process of reviewing these concerns regarding delayed services and ways to improve customers' experience with Solid Waste services; and

WHEREAS, this moratorium will discontinue the increased monthly residential Solid Waste fee of \$7.16 and will allow customers in Area E to pay the prior monthly Solid Waste fee of \$22.80, as opposed to the monthly fee of \$29.96 for collection and disposal.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMPHIS CITY COUNCIL to impose a moratorium on the collection from all customers residing in Area E of the increased monthly residential Solid Waste fee of \$7.16 set forth in the Ordinance to amend Chapter 15, Section 15-12, of the Memphis Code of Ordinances regarding Solid Waste Fees for collection and disposal. Said moratorium shall be in effect for 90 days from the date of enactment, unless otherwise extended or abridged by action of the City Council.

SPONSOR: Rhonda Logan

Patrice Robinson
Chairwoman

A RESOLUTION DECLARING RACISM A PUBLIC HEALTH CRISIS IN OUR COMMUNITY AND COMMITTING TO ENACTING POLICIES THAT UNEQUIVOCALLY DEFEND MINORITIES AND AIM TO ERADICATE THE EFFECTS OF SYSTEMIC RACISM AFFECTING BLACK PEOPLE AND OTHER MINORITIES

WHEREAS, on June 22, 2020, the Shelby County Board of Commissioners approved a resolution “recognizing racism as a pandemic and committed to enacting policies that unequivocally defend minorities and aim to eradicate the effects of systemic racism affecting Black people and other minorities”; and

WHEREAS, citing violence against Black people and the systemic mistreatment of Black Americans even after the passage of the 13th, 14th, and 15th Amendments to the U.S. Constitution, the Commission provided examples that included the Memphis Massacre of 1866 that occurred May 1 to May 3, 1866 to highlight brutal acts against Blacks; and

WHEREAS, today, many decades after the passage of the Civil Rights Act, Black Americans continue to endure unfair treatment and violence resulting from police brutality with the death of George Floyd and countless other Black men and women illustrating that Black Americans are treated as second-class citizens by certain segments of the population; and

WHEREAS, the systemic racism affecting Black citizens in Memphis is highlighted in the inequities that exist in education, jobs, wealth and also in health with the COVID 19 pandemic shining a light on the inequities with Black and brown citizens making up 80 percent of the pandemic cases; and

WHEREAS, contributing to the high number of citizens falling into the high percentage of cases is the lack of access to good, quality healthcare resulting in pre-existing conditions which are making them more susceptible to serious side effects of the illness; and

WHEREAS, with more than the majority of Shelby County citizens residing in Memphis, the Council stands ready to engage with the Board of Commissioners on

strategies to address racism in our community and to combat the devastating impact it is having on our at-risk citizens; and

WHEREAS, a failure by any of our citizens to acknowledge the prevalence of racism in our community and to join in the fight to eradicate its effects on the majority of our residents is an unwelcomed option.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMPHIS CITY COUNCIL that all leaders declare racism a public health crisis and that the City of Memphis work aggressively with all its partners, to address the health inequities that exist for people of color.

Chairwoman Patrice Robinson, sponsor

Resolution establishing a committee to review progress of contact tracing by the Health Department

WHEREAS, over 10 million people worldwide have tested positive for COVID-19 and as of July 1, 2020, Shelby County reported more than 10,000 total cases and 192 citizens had succumbed to the illness; and

WHEREAS, for over 100 days, Shelby County has aggressively responded to the crisis through a Task Force consisting of health experts, government leaders and officials from Memphis and Shelby County and the surrounding area, hospital leaders and personnel activated through the Emergency Services Functions; and

WHEREAS, the local response to the pandemic has included stay-at-home executive orders, targeted messaging, and protocols aimed at reducing transmission among our citizens; and

WHEREAS, while Shelby County can tout success in the number of persons being tested comparatively to other areas of the State of Tennessee and the nation, and we have continually encouraged our citizens to practice social distancing, frequent handwashing and encouraging people to stay home when sick, there is still work to be done; and

WHEREAS, the Memphis City Council took the bold step to mandate that citizens wear a facial covering in public places to address the number of cases, hospitalizations and deaths which continue to rise; and

WHEREAS, another key component in the effort to combat the virus especially as it is reported that almost 70 percent of the

transmissions are related to community exposure, is to quickly, and efficiently track those persons affected and to identify all persons they may have exposed; and

WHEREAS, recognizing that contact tracing is a critical piece to combating COVID, the City Council approved the request to provide \$2,770,000 to the Health Department which recently hired over 100 employees to perform this important work; and

WHEREAS, the Memphis City Council is keenly interested in all efforts to lower the number of COVID cases and the reduce the transmission rate and wants to be a continuing partner in the Health Department's timely contact with coronavirus patients and their contacts.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMPHIS CITY COUNCIL that the Health Department share, on a bi-monthly basis, the progress being made to increase contact tracing which is an important element in our COVID response.

BE IT FURTHER RESOLVED BY THE MEMPHIS CITY COUNCIL that a Contract Tracing Committee, be formed to receive reports from the Health Department and the committee head share updates with the full Council.

Chairwoman Patrice Robinson, sponsor