

JIM STRICKLAND Mayor

January 15, 2021

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

Dear Chairman Carlisle:

Subject to Council approval, I hereby recommend that:

Lee A. Jackson

be reappointed to the Memphis Convention Center Commission with a term expiring July 1, 2022.

Mayor

I have attached biographical information.

JSS/sss

Cc: Council Members

MEMPHIS CONVENTION CENTER COMMISSION

7 Member Board

2 Ex-Officio Members

2 Year Term

Purpose:

The Board shall operate, manage, control, regulate, and care for the convention center, but without compensation.

Calvin Anderson	M/B	64	07-01-22
Douglas Browne	M/W	65	07-01-22
Lee A. Jackson	M/B	69	07-01-22
Natasha Langston	F/B		07-01-22
John P. McKissack	M/B	52	07-01-22
Tom Midgley	M/W	38	07-01-20
Wayne D. Tabor	M/W		07-01-18

Doug McGown (City COO)
Martavius Jones (2021 City Council Liaison)

Updated 01/14/21

Attendance Records for Current Members Memphis Convention Center Commission From January 2018 to December 2020 Total No. of Meetings – 30 (includes special Meetings called over and above regular meetings)

Member	Present	Absent
Calvin Anderson	26	4
Douglas Browne	18	12
Lee A. Jackson	26	4
Natasha Langston	27	3
John P. McKissack (partial term-15 meetings		
total)	15	0
Tom Midgley	29	1
Wayne D. Tabor	30	0

A resolution to reallocate and appropriate \$15,000 in awarded City Council Community Grant Funds for FY21

WHEREAS, in order to promote the interests of the Memphis Community, the Memphis City Council allocated \$1,950,000 for FY21 to support local non-profit agencies as a part of the Memphis City Council Grant program; and

WHEREAS, within the allocation FY21 Memphis City Council Grant allocation that was approved on October 6, 2020, \$38,400 were allocated for Skycop Cameras in District 6; and

WHEREAS, due to the impact of COVID-19, the Skycop Cameras were not able to be installed; and

WHEREAS, although the desire for Skycop Cameras in District 6 is great, other needs in the community have arisen that require addressing; and

WHEREAS, these community needs are being addressed by different organizations throughout District 6 and financial support is needed to continue ensuring the work on these organizations.

NOW, THEREFORE, BE IT RESOLVED that the Memphis City Council reallocate \$15,000 as noted:

Organization	Allocation
Memphis Area	\$5,000
Youth Association	
DI'MANS	\$5,000
Shelby County	\$5,000
Schools Project	
Stand	

BE IT FURTHER RESOLVED that the grant recipients must execute a contract with the City of Memphis Finance Division to receive the total disbursement of the grant award.

Sponsor: Edmund H. Ford, Sr.



Memphis City Council Summary Sheet

Please provide a brief summary of the item, in bullet form, not to exceed one page:

- 1. A resolution to amended Housing and Community Development's federal budget by appropriating the Expenditures and Revenues for the 2020-2021 Low Income Home Energy Assistance Program Weatherization grant in the total amount of Six Hundred Sixty-Nine Thousand, Three Hundred Eighty-Four Dollars and 44/100 (\$669,384.44) for the Low-Income Home Energy Assistance Program Weatherization. City—with (all Council Michigan)
- 2. Initiating Party is the Division of Housing & Community Development's Weatherization Program (CD90147).
- 3. Not applicable to a change to an existing ordinance or resolution.
- 4. A new contract will be required.
- 5. An expenditure of funds will be required.

Resolution-Division of Housing and Community Development



Resolution to amend Housing and Community Development's federal budget by appropriating the Expenditures and Revenues for the 2020-2021 Low Income Home Energy Assistance Program Weatherization grant in the total amount of Six Hundred Sixty-Nine Thousand, Three Hundred Eighty-Four Dollars and 44/100 (\$669,384.44) for the Low-Income Home Energy Assistance Program Weatherization.

WHEREAS, Tennessee was classified as one of four states with the highest energy burden for its residents in the ACEEE September 2020, "<u>National and Regional Energy Burdens Report</u>", which indicates the need for programs to reduce utility burden and improve housing stock by making it more energy efficient for the citizens of Memphis; and

WHEREAS, this program is designed to assist low-income households in reducing their energy costs and to contribute to national energy conservation through increase in energy efficiency and consumer education and home retrofits; and

WHEREAS, weatherization measures provided by this program will reduce heat loss and energy costs by improving the thermal efficiency of dwelling units occupied by low-income property owners and renters throughout Shelby County; and

WHEREAS, the City of Memphis Division of Housing and Community Development (HCD) has received Low Income Home Energy Assistance Program Weatherization funds (LIHEAP Wx) in the total amount of Six Hundred Sixty-Nine Thousand, Three Hundred Eighty-Four Dollars and 44/100 (\$669,384.44) from the United States, Department of Health and Human Services; and the State of Tennessee, Tennessee Housing Development Agency (THDA); and

WHEREAS, HCD received these funds through a non-competitive grant process; and

WHEREAS, these funds will be used by HCD to administer the weatherization assistance and the low income home energy assistance program activities throughout Shelby County and carry out all fiscal responsibilities in accordance with THDA WAP and LIHEAP policies and procedures; the Tennessee Weatherization Field Guide and subsequent technical guidance; all applicable federal regulations, all applicable Office of Management and Budget (OMB) circulars; and all Tennessee Housing Development Agency's program and fiscal policies to educate, train and to help reduce utility burden with energy efficiency mechanisms and address health and safety in residential units; and

WHEREAS, it is necessary to accept the grant funding and amend Housing and Community Development's Fiscal Year 2021 Federal Budget to establish funds for the 2020-2021 Low Income Home Energy Assistance Program Weatherization (LIHEAP Wx); and

Resolution-Division of Housing and Community Development

WHEREAS, it is necessary to appropriate the FY 2021 Low Income Home Energy Assistance Program Weatherization (LIHEAP Wx) in the total amount of Six Hundred Sixty-Nine Thousand, Three Hundred Eighty-Four Dollars and 44/100 (\$669,384.44) in conjunction with the 2020-2021 Low Income Home Energy Assistance Program Weatherization (LIHEAP Wx);

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the 2020-2021 Low Income Home Energy Assistance Program Weatherization (LIHEAP Wx) in the total amount of Six Hundred Sixty-Nine Thousand, Three Hundred Eighty-Four Dollars and 44/100 (\$669,384.44) be accepted by the City of Memphis.

BE IT FURTHER RESOLVED, that Housing and Community Development's Fiscal Year 2021 Federal Budget be and is hereby amended by appropriating the Expenditures and Revenues for the 2020-2021 Low Income Home Energy Assistance Program Weatherization grant in the total amount of Six Hundred Sixty-Nine Thousand, Three Hundred Eighty-Four Dollars and 44/100 (\$669,384.44) as follows:

REVENUES

State of Tennessee, Tennessee Housing & Development Agency

\$669,384.44

EXPENDITURES

Low Income Home Energy Assistance Program Grant

\$669,384.44

GRANT CONTRACT LIHEAP Wx 20-03 BETWEEN THE STATE OF TENNESSEE, Tennessee Housing Development Agency AND CITY OF MEMPHIS DIVISION OF HOUSING AND COMMUNITY DEVELOPMENT

This grant contract ("Grant Contract"), by and between the State of Tennessee, Tennessee Housing Development Agency, hereinafter referred to as the "State" or the "Grantor State Agency" and City of Memphis Division of Housing and Community Development, hereinafter referred to as the "Grantee," is for the provision of Scope of Service Caption, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 4104

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Grant Contract.
- A.2. The Grantee shall administer the Low Income Home Energy Assistance Program Weatherization (LIHEAP Wx) program and fiscal responsibilities in accordance with THDA Weatherization Assistance Program (WAP) policies and procedures; the TN WAP Standard Work Specifications Field Guide and subsequent technical guidance; all applicable federal regulations, all applicable Office of Management and Budget (OMB) circulars; and all Tennessee Housing Development Agency's program and fiscal policies.
- A.3. The Grantee shall submit a LIHEAP Wx Operational Plan to the State for approval on a date defined by the State for the contract period, utilizing a template provided by the State. Any subsequent changes to an approved Operational Plan will require approval by the State.
- A.4. The Grantee shall utilize application and other program forms and notice templates provided by THDA.
- A.5. The Grantee shall accept applications for LIHEAP Wx assistance as determined by the State, and as described in their State approved Operational Plan.
- A.6. The Grantee shall evaluate and determine eligibility (approval or denial), and notify clients of its eligibility determination within 90 calendar days of receipt of application.
- A.7. The Grantee shall assist applicants, as needed, with the completion of their applications.
- A.8. The Grantee shall determine eligibility for assistance based on applicable federal income guidelines, and applicable policies as defined by the State.
- A.9. The Grantee shall maintain a waiting list according to State policies and procedures of eligible clients by county, for a period determined by the State, when available contract funds are expended.
- A.10. The Grantee shall submit supporting documentation to the agency's monthly invoice. Payment of the monthly invoice is contingent upon agency submission of required documentation as prescribed by the State.
- A.11. The Grantee shall not pay LIHEAP benefits directly to a client.

- A.12. The Grantee shall establish a formal process by which an individual or family who receives assistance from the Grantee may have such assistance terminated in the event that violation of program requirements occur as defined in the agency's State approved Operational Plan.
- A.13. The Grantee shall employ a procedure for client appeals based on those described in the LIHEAP federal application and must list those procedures in the Agency's State approved Operational Plan. Furthermore, the Grantee shall ensure that the appeal procedure is explained to all potential clients.
- A.14. The Grantee shall maintain an on-going list of all units that have received weatherization services under this Grant Contract. The list is to be maintained by address and date weatherization services were provided. The list shall be maintained throughout the existence of LIHEAP Wx and for a minimum of five (5) years following the conclusion of LIHEAP Wx, regardless of whether this Grant Contract ends or is terminated or if administration of the program is moved to other state, federal, or local entities. Grantee shall check all new applications submitted against this list to establish eligibility and re-weatherization shall occur only in compliance with the Operational Pan or the Program Requirements. The list of all units weatherized shall be provided to THDA.
- A.15. The Grantee shall use, or ensure the usage of, the National Energy Audit Tool (NEAT) or the Manufactured Home Energy Audit (MHEA), or another energy audit tool as approved by THDA, to conduct pre- and post-energy audits on approved dwelling units.
- A.16. The Grantee shall limit individual unit costs to an amount not to exceed \$10,000. This limit shall not be exceeded without the express approval of THDA which may be withheld in THDA's sole discretion.
- A.17. All work on eligible units under LIHEAP Wx shall be individually bid, utilizing procurement practices that comply with state and federal requirements and in accordance with the Operational Plan.
- A.18. The Grantee shall ensure that employees who act as auditors and other entities and their employees who provide auditor or weatherization installation services in carrying out Grantee's obligations under Grant Contract complete certification, licensing, and training requirements as required to participate in and prior to any work in connection with LIHEAP Wx and to retain documentation of compliance.
- A.19. The Grantee shall utilize a THDA approved document when contracting with weatherization contractors.
- A.20. The Grantee shall ensure that any required permits are obtained and that work performed under this contract complies with applicable federal, state, and municipal laws, codes, and regulations.
- A.21. The Grantee shall continuously monitor the performance of its weatherization contractors and take appropriate action as necessary to address deficiencies in performance or to address any issues identified by THDA.
- A.22. The Grantee shall not pay the weatherization contractor until all work for a particular contract has been completed and passed inspection by Grantee. The Grantee shall not waive this requirements, in whole or in part, without THDA's consent, which consent may be withheld in THDA's sole discretion.
- A.23. The Grantee shall require appropriate staff to attend and participate in training as THDA may direct.
- A.24. The Grantee shall cooperate with all THDA, State, and Federal entities and their representatives regarding all monitoring.

- A.25. The Grantee shall repay all affected LIHEAP Wx Funds to THDA as THDA may direct in the event non-compliance with the Operational Plan and/or Program Requirements.
- A.26. The Grantee shall comply with all reporting requirements in a timely manner, with reports to be provided in a format defined by THDA. Failure to timely submit a report in the prescribed format, or submission of a partial or inaccurate report may result in the future payments being held until compliance with reporting is corrected.
- A.27. The Grantee shall enter all data related to approved applications in the THDA WAP Database. Data is to be continuously and timely entered and updated for each client from the point the application is approved until the job is completed. The Grantee shall monitor data entry for accuracy.
- A.28. The Grantee shall maintain a client file for each job selected for LIHEAP Wx with documentation to support program eligibility, the energy audit process, work performed, bid and invoice details, and contractor and auditor assignments for the specific job. This client file is to be retained for a minimum of five (5) years from the date the case is closed, and is to be provided upon request.
- A.29. The Grantee shall maintain a current System for Award Management registration and provide documentation of such upon request.
- A.30. The State, at its discretion, may visit the Grantee at any time to review records or programs.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on July 1, 2020 ("Effective Date") and extend for a period of number (12) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed SIX HUNDRED SIXTY NINE THOUSAND THREE HUNDRED EIGHTY FOUR AND 44/100 DOLLARS (\$669,384.44) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment Reference is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. <u>Compensation Firm</u>. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. <u>Travel Compensation</u>. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

C.5. <u>Invoice Requirements</u>. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Housing Development Agency Community Programs Division Andrew Jackson Building 502 Deaderick St., Third Floor Nashville, TN 37243

- Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
 - (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: State Agency & Division Name.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
 - (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
 - (4) An invoice under this Grant Contract shall be presented to the State within sixty (60) days after the end of the calendar month in which the subject costs were paid or services were rendered by the Grantee. An invoice submitted more than sixty (60) days after such date will NOT be paid. The State will not deem such Grantee costs to be allowable and reimbursable by the State unless, at the sole discretion of the State, the failure to submit a timely invoice is warranted. The Grantee shall submit a special, written request for reimbursement with any such untimely invoice. The request must detail the reason the invoice is untimely as well as the Grantee's plan for submitting future invoices as required, and it must

be signed by a Grantee agent that would be authorized to sign this Grant Contract.

- C.6. <u>Budget Line-items</u>. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.
- C.7. <u>Disbursement Reconciliation and Close Out</u>. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.
 - a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
 - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. <u>Cost Allocation</u>. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.

- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. <u>Prerequisite Documentation</u>. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
 - a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. <u>Required Approvals</u>. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. <u>Termination for Convenience</u>. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. <u>Subcontracting</u>. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a

minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.

- D.6. <u>Conflicts of Interest</u>. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
 - a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

D.8. <u>Communications and Contacts</u>. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Cynthia Peraza, Community Programs Director Tennessee Housing Development Agency Andrew Jackson Building 502 Deaderick Street, Third Floor Nashville, TN 37243

CPeraza@thda.org
Telephone # (615) 815-2030

FAX # (615) 564-1292

The Grantee:

Paul Young, Executive Director
City of Memphis Division of Housing and Community Development
170 North Main Street, Memphis, Tennessee 38103
Email: paul.young@memphistn.gov
Telephone # (901) 576-7356
Fax # (901) 576-7373

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.9. <u>Subject to Funds Availability</u>. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. <u>Nondiscrimination</u>. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. <u>HIPAA Compliance</u>. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
 - a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is

NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 et seq., or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

- D.13. <u>Public Notice</u>. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. <u>Licensure</u>. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. <u>Records</u>. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee

shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. <u>Monitoring</u>. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. <u>Progress Reports</u>. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.

The following red text is instructional language for D.19 and should be deleted from the contract. Tennessee law provides specific audit requirements based upon the classification of the Grantee. In those circumstances, the Grantee must be audited in compliance with Tennessee statutory requirements. These instances include, without limitation, the following when the Grantee is considered a:

- 1. State government and county government under Tenn. Code Ann. § 4-3-301;
- 2. TNInvestco under Tenn. Code Ann. § 4-28-110(a)(4);
- 3. Municipality under Tenn. Code Ann. § 6-56-105;
- 4. Tourism development authority under Tenn. Code Ann. § 7-69-105;
- 5. Utility district under Tenn. Code Ann. § 7-82-401;
- 6. Emergency communication district under Tenn. Code Ann. § 7-86-113;
- 7. Public building authority under Tenn. Code Ann § 12-10-109;
- 8. Insurance pool under Tenn. Code Ann. § 29-20-401(g)(1)(A);
- 9. Community corrections fund under Tenn. Code Ann. § 40-36-303(d);
- 10. School under Tenn. Code Ann. § 49-2-112;
- 11. Charter school under Tenn. Code Ann. § 49-13-111;
- 12. Medicaid provider under Tenn. Code Ann. § 71-5-130;
- 13. Contractor with the Department of Intellectual and Developmental Disabilities under the Medicaid waiver program;
- 14. Human resource agency under Tenn. Code Ann. § 13-26-106; or
- 15. Developmental district under Tenn. Code Ann. § 13-14-112.

If the Grantee is not statutorily subject to an audit, insert the Audit Report provision in the "Instructions, Considerations, and Options" section of the template.

D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.

If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment C.

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.*

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.326 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00).

- D.21. <u>Strict Performance</u>. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. <u>Limitation of State's Liability</u>. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this

Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D.25. <u>Tennessee Department of Revenue Registration</u>. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. <u>Charges to Service Recipients Prohibited</u>. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. <u>State and Federal Compliance</u>. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200 main 02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. <u>Completeness</u>. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. <u>Severability</u>. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. <u>Headings</u>. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

- D.33. <u>Iran Divestment Act.</u> The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. <u>Debarment and Suspension.</u> The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

D.35. <u>Confidentiality of Records</u>. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

E. SPECIAL TERMS AND CONDITIONS:

E.1. <u>Conflicting Terms and Conditions</u>. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.

E. 2. <u>Confidentiality of Records</u>. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable State and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State shall be regarded as confidential information in accordance with the provisions of applicable State and federal law, State and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Grantee to safeguard the confidentiality of such material or information in conformance with applicable State and federal law, State and federal rules and regulations, departmental policy, and ethical standards.

The Grantee's obligations under this section do not apply to information in the public domain; entering the public domain, but not from a breach by the Grantee of this Grant Contract; previously possessed by the Grantee without written obligations to the State to protect it; acquired by the Grantee without written restrictions against disclosure from a third party which, to the Grantee's knowledge, is free to disclose the information; independently developed by the Grantee without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure. Nothing in this paragraph shall permit Grantee to disclose any information that is confidential under federal or State law or regulations, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties.

The State acknowledges that the Grantee may use data generated through work under this Contract for educational, patient care, and research purposes, including academic publication. All such research activities shall preserve the confidentiality of DCS client and family records at each level of research and data usage. All privacy preservation safeguard procedures must be approved by the Grantee's Institutional Review Board (IRB) and the DCS Research Committee, which provide separate Grantee and State oversight for research activities using de-identified and/or limited data sets that do not maintain links to identifying information about individual children. These data sets will be used to conduct statistical analyses on the cross sectional and longitudinal assessment of the mental health needs, strengths, service utilizations and outcomes of children in state custody.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Grant Contract.

- E.2. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.
- E.3. Work Papers Subject to Review. The Grantee shall make all audit, accounting, or financial analysis work papers, notes, and other documents available for review by the Comptroller of the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Grant Contract.
- E.4. Federal Funding Accountability and Transparency Act (FFATA).

This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

- a. Reporting of Total Compensation of the Grantee's Executives.
 - (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:
 - 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and
 - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.).

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.

- c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.
- d. The Grantee will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Grant Contract. More information about obtaining a DUNS Number can be found at: http://fedgov.dnb.com/webform/.

The Grantee's failure to comply with the above requirements is a material breach of this Grant Contract for which the State may terminate this Grant Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

IN WITNESS WHEREOF,		
CITY OF MEMPHIS:		
Jim Strickland, Mayor	DATE	
Jennifer A. Sink, Chief Legal Officer/City Attorney	DATE	
ATTEST: City of Memphis Comptroller	DATE	
CITY OF MEMBURE DIVISION OF LIGHTON		
CITY OF MEMPHIS DIVISION OF HOUSING AND COMMUNITY	' DEVELOPMENT:	
Paul Young, Executive Director	DATE	
	2	
TENNESSEE HOUSING DEVELOPMENT AGENCY:		
Cynthia Peraza, Director of Community Programs		
-J Flograms	DATE	

ATTACHMENT A Amendment Budget LIHEAP Wx

Subgrantee: City of Memphis Division of Housing and Community Development

Contract Number: 20-03

Cost Category	Amount	Justification/Comments	Sum
A. Administrative			
1. Salaries	\$ 41,927.00-		\$ 41,927.00 -
2. Benefits	\$ 10,481.75-		\$10,481.75 -
3. Indirect Cost	\$ 0.00 -		\$ 0.00 -
4. Supplies	\$ 1,142.00 -		\$ 1,142.00 -
Administrative Total:	\$53,550.75 -	8% cap	\$ 53,550.75 -
B. Program Support			
1. Salaries	\$ 46.856.91 ⁻		\$ 46,856.91 -
2. Fringe	\$ 20,081.53		\$ 20,081.53 -
Program Support Total:	\$66,938.44	10% cap	\$66.938.44
C. Program Operations			
Weatherization Services - Contracted Jobs	\$ 531,792.68		\$ - 531,792.68
2. Vehicles – Mileage, Maintenance, Ins.	\$ 0.00 -		\$ 0.00 -
3. Supplies & Equipment	\$ 1,500.00		\$ 1,500.00 -
4. Energy Audits & Inspections	\$15,602.57 -		\$ 15,602.57 -
Program Ops Total:	\$ 548,895.25		\$548,895.25
Total Budget:			\$669,384.44

Prepared By/Contact: Chad Bowman, WAP Manager

Print Name, Title

Harry Green Sr., Sr. Finance Administrator

Print Name, Title

Approved By:

Sign

Sign

ATTACHMENT B

Federal Award Identification Worksheet

	·
Sub recipient's name (must match registered	City of Memphis Division of Housing and
name in DUNS)	Community Development
Sub recipient's DUNS number	051386258
Federal Award Identification Number (FAIN)	G-2001TNLIEA
Federal award date	10/1/2019
CFDA number and name	93.568 Low-Income Home Energy
	Assistance
Grant contract's begin date	7/1/2020
Grant contract's end date	6/30/2021
Amount of federal funds obligated by this grant contract	\$669,384.44
Total amount of federal funds obligated to the	To be determined based on county poverty
sub recipient	levels
Total amount of the federal award to the pass- through entity (Grantor State Agency)	\$66,583,472.00
Name of federal awarding agency	US Department of Health and Human
	Services
Name and contact information for the federal	Lauren Christopher, Director
awarding official	Administration for Children and Families
	370 L'enfant Promenade, S.W.
	Washington, DC 20447
	-
Is the federal award for research and	No
development?	
Indirect cost rate for the federal award (See 2	N/A
C.F.R. §200.331 for information on type of	
indirect cost rate)	

ATTACHMENT C

Notice of Audit Report

Check one of the two boxes below and complete the remainder of this document as instructed. Send completed documents as a PDF file to cpo.auditnotice@tn.gov. The Grantee should submit only one, completed "Notice of Audit Report" document to the State ninety (90) days prior to the Grantee's fiscal year.

for fiscal year 2020.
City of Memphis Division of Housing and Community Development is not subject to an audit for fiscal year 2020.
Grantee's Edison Vendor ID Number: 4104

Grantee's fiscal year end: FY 2019

Any Grantee that is subject to an audit must complete the information below.

Type of funds expended	Estimated amount of funds expended by end of Grantee's fiscal year
Federal pass-through funds	
 a. Funds passed through the State of Tennessee 	a. 9,129,371
 b. Funds passed through any other entity 	b. 784,165
Funds received directly from the federal	
government	43,132,191
Non-federal funds received directly from	
the State of Tennessee	1,748,259

Auditor's name: Banks, Finley, White & Company

Auditor's address: 1450 Poplar Ave.

Memphis, TN 38104

Auditor's phone number: 901-274-6702

Auditor's email: johnhatcher@bfwcpa.com

ATTACHMENT D

Parent Child Information

Send completed documents as a PDF file to cpo.auditnotice@tn.gov. The Grantee should submit only one, completed "Parent Child Information" document to the State during the Grantee's fiscal year.

one, completed "Parent Uniid Information" document to the State during the Grantee's fiscal year if the Grantee indicates it is subject to an audit on the "Notice of Audit Report" document.
'Parent" means an entity whose IRS filing contains the information of at least one other entity.
'Child" means an entity whose information is contained in another entity's IRS filing.
Grantee's Edison Vendor ID number: 4104
ls City of Memphis Division of Housing and Community Development a parent? Yes ☐ No ☑
If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities.
ls City of Memphis Division of Housing and Community Development a child? Yes ⊠ No □
If yes, complete the fields below.
Parent entity's name: City of Memphis Tennessee
Parent entity's tax identification number:
Note: If the parent entity's tax identification number is a social security number, this form must be submitted via US mail to:
Central Procurement Office, Grants Program Manager 3 rd Floor, WRS Tennessee Tower 312 Rosa L Parks Avenue Nashville, TN 37243
Parent entity's contact information
Name of primary contact person: Paul A.Young
Address: 170 North Main, Suite 300
Phone number: 901-636-7307
Email address: Paul.Young@memphistn.gov
Parent entity's Edison Vendor ID number, if applicable: 4104

RESOLUTION OF THE MEMPHIS CITY COUNCIL REQUESTING THE DIVISION OF POLICE SERVICES TO INVESTIGATE WHETHER ANY CITY OF MEMPHIS PUBLIC SAFETY EMPLOYEES PARTICIPATED IN THE U.S. CAPITOL RIOT IN WASHINGTON, D.C. ON JANUARY 6, 2021.

WHEREAS, the Memphis City Council supports the lawful expression of free speech, as well as the right to peacefully assemble, and is committed to upholding the tenets of democracy; and

WHEREAS, the acts of violence and insurrection demonstrated on January 6, 2021 at the United States Capitol ("U.S. Capitol") in Washington, D.C. do not align with the principles or freedoms upon which our nation is based; and

WHEREAS, the Memphis City Council condemns the actions of rioters at the U.S. Capitol on January 6, 2021, which resulted in vandalism, theft, and the unnecessary deaths of five citizens, namely U.S. Capitol Police Officer Brian Sicknick who suffered fatal injuries at the hands of said rioters; and

WHEREAS, men and women from different backgrounds and varying corners of the country – the State of Tennessee included – participated in the unlawful activities at the U.S. Capitol on January 6, 2021; and

WHEREAS, as of January 15, 2021 several sworn police officers from departments across the nation now face federal criminal charges as a result of their participation in the January 6, 2021 U.S. Capitol riot; and

WHEREAS, to address concerns about the need for increased oversight and accountability within public safety-based departments, especially in light of 2020's international call for reform within the criminal justice system, the Council now seeks to understand whether any City of Memphis Public Safety employees participated in the U.S. Capitol riot on January 6, 2021.

NOW THEREFORE BE IT RESOLVED, the Memphis City Council hereby requests the Division of Police Services to investigate whether any City of Memphis Public Safety employees participated in the U.S. Capitol riot in Washington, D.C. on January 6, 2021.

BE IT FURTHER RESOLVED, the Memphis City Council further requests that the Administration develop and present a plan to the Council regarding any current City of Memphis Public Safety employees that participated in the U.S. Capitol riot and a process to ensure former City of Memphis Public Safety employees re-hiring status reflects participation in US Capitol riots; this resolution shall take effect from and after its passage, the welfare of the City requiring it.

Sponsors:

Councilwoman Michalyn Easter-Thomas Councilman Martavius Jones Councilman J B Smiley, Jr. Councilman Jeff Warren, M.D.

AN ORDINANCE OF THE CITY OF MEMPHIS CODE OF ORDINANCES TO AMEND CHAPTER 5 "ANIMALS AND FOWL" TO CREATE ARTICLE V TO RESTRICT THE "RETAIL SALE OF DOGS AND CATS AT PET STORES"

WHEREAS, the Memphis City Council has an interest in maintaining the public safety and welfare of citizens of the City of Memphis and its visitors; and

WHEREAS, the Humane Society of the United States ("Humane Society") estimates that 10,000 high-volume dog breeding facilities, also known as puppy mills, are producing more than 1,000,000 puppies a year in the country; and

WHEREAS, according to the Humane Society, puppy and kitten mills are inhumane commercial breeding facilities that disregard the animals' physical and emotional health in order to maximize profits; and

WHEREAS, according to the Humane Society, these mills produce animals for sale, oftentimes at retail in pet stores; and

WHEREAS, current Federal and State regulations do not adequately address the sale of puppy and kitten mill dogs and cats in pet shops; and

WHEREAS, cities across the country including Atlanta, Austin, Chicago, Los Angeles Philadelphia, San Diego, and San Francisco have adopted ordinances banning retail pet sales; and

WHEREAS, cities in Tennessee, including Nashville and Franklin, have adopted legislation that bans the retail sale of dogs and cats at pet stores; and

WHEREAS, the Memphis City Council believes it is in the best interest of the City of Memphis to adopt reasonable regulations to reduce costs to the city and its residents, protect citizens who may purchase cats or dogs from a pet store, help prevent inhumane breeding conditions, promote community awareness of animal welfare, and foster a more humane environment in the City of Memphis.

NOW, THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEMPHIS, TENNESSEE that Chapter 5 "Animals and Fowl" also referenced as Sec 8-16 titled "Dogs and Cats" is hereby amended as follows:

Article V "RETAIL SALE OF DOGS AND CATS AT PET STORES"

SECTION 1. DEFINITIONS

For the purpose of this section, the following shall be defined as

Animal care facility means an animal control center or animal shelter, maintained by or under contract with any state, county, or municipality, whose mission and practice is, in whole, or significant part, the rescue and placement of animals in permanent homes or rescue organizations.

Animal rescue organization means any not-for-profit organization which has taxexempt status under Section 501(c)(3) of the United States Internal Revenue Code, whose mission and practice is, in whole or in significant part, the rescue and placement of animals in permanent homes. This term does not include an entity that is a breeder or broker or one that obtains animals from a breeder or broker for profit or compensation.

Breeder means a person that maintains a dog or cat for the purpose of breeding and selling their offspring.

Broker means a person that transfers a dog or cat from a breeder for resale by another person.

Cat means a member of the species of domestic cat, Felis catus.

Dog means a member of the species of domestic dog, Canis familiaris.

Offer for sale means to sell, offer for sale or adoption, advertise for the sale of, barter, auction, give away or otherwise dispose of a dog or cat.

Pet store means a retail establishment where dogs or cats are sold, exchanged, bartered, or offered for sale as pet animals to the general public at retail. Such definition shall not include animal care facility, animal rescue organization, or breeder, as defined.

SECTION 2. RESTRICTIONS ON THE SALE OF DOGS AND CATS

No pet store shall sell, deliver, offer for sale, barter, auction, give away, or otherwise transfer or dispose of cats or dogs. Nothing in this section shall prohibit pet stores from collaborating with animal care facilities or animal rescue organizations to offer space for such entities to showcase adoptable dogs or cats provided the pet store shall not have any ownership interest in the animals offered for adoption and shall not receive a fee for providing space for the adoption of any of these animals.

SECTION 3. PENALTY.

A pet store that violates this section shall be subject to a civil penalty of \$50.00, and each dog or cat offered for sale in violation of this section shall constitute a separate violation.

SECTION 4. BE IT FURTHER ORDAINED, that the provisions of this Ordinance are hereby severable. If any of these sections, provisions, sentences, clauses, phrases, or parts is held unconstitutional or void, the remainder of this Ordinance shall continue in full force and effect.

SECTION 5. BE IT FURTHER ORDAINED, that this Ordinance shall take effect from and after the date, it shall have been passed by the Council, signed by the Chairperson of the Council, certified and delivered to the Office of the Mayor in writing by the Comptroller and become effective as otherwise provided by law.

Sponsors Worth Morgan Jeff Warren City Administration

Chairman Frank Colvett





NOV 2 3 2020

Received

Received NOV 23 april Chief Adm Office

ENNESSEE			711
Division: General Services Committee:	PW, SW, Tran, GS	Hearing Date: Decem	(
Ordinance	Resolution	Grant Acc	ceptance
Budget Amendment	Commendation	Other:	Click here to enter text.
Item Description: This Resolution is request acquired by Warranty Deed Instrument # V4 Housing and Community Development. The Tennessee, 38114 and further described as deposited into the General Fund.	48019 for the use and property is located a	benefit of the City of N t O Oakview in Memphi	Memphis Division of s, Shelby County,
Recommended Council Action: Approve			
Describe previous action taken by any other and date of any action taken: No previous ac			ouncil committee, etc.)
Does this item require city expenditure? No	Source and Ar	nount of Funds:	
\$Amount:			
\$Revenue to be received: \$6,500.00			
Approvals Director Approvals			

Approvals		
Director Date //	23/20	
Division Chief Date	Chief Operating Officer	
Budget Manager Lift B (byllet Date 11/3	34/20	_Daté <u>/</u>
Chief Financial 12h2	Council Committee Chair	
OfficerDate		Date
Officer Air Date 12/2	4ron	Date
Curio		



Memphis City Council Summary Sheet

- 1. Description of the Item (Resolution, Ordinance, etc.)
 - This a Resolution requesting the approval for the sale of City owned surplus property acquired by Warranty Deed, Instrument # V48019 for the use and benefit of the City of Memphis Division of Housing and Community Development, located at 0 Oakview in Memphis, Shelby County, Tennessee 38114 and further described as Parcel #031031 00011. The proceeds from this sale shall be deposited into the General Fund.
- 2. Initiating Party (e.g. Public Works, at request of City Council, etc.)
 General Services
- 3. State whether this is a change to an existing ordinance or resolution, if applicable. This item does not require a change to an existing ordinance.
- 4. State whether this requires a new contract, or amends an existing contract, if applicable.

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

5. State whether this requires an expenditure of funds/requires a budget amendment. This item does not require an expenditure of funds or a budget amendment.



A Resolution requesting approval for the sale of a city owned parcel known as 0 Oakview, Parcel ID #031031 00011 Memphis, Tennessee 38114

WHEREAS, City of Memphis owns a surplus parcel located at 0 Oakview, which has a value less than \$10,000, ("The Parcel") that was acquired by Warranty Deed, Instrument #V48019 recorded in the Shelby County Register's Office and is further identified by Shelby County Tax Assessor as Parcel #031031 00011 containing 0.251 acres;

WHEREAS, the sale of the subject Parcel will increase the City's General Fund, and eliminate blight and maintenance cost for the City of Memphis;

WHEREAS, Dream Team Solutions, LLC submitted an offer of Six Thousand Five Hundred Dollars (\$6,500.00) along with a Six Hundred Fifty Dollars (\$650.00) Earnest Money deposit to the City of Memphis Real Estate Center; and

WHEREAS, is it deemed to be in the best interest of the Citizens of the City of Memphis and County of Shelby that said sale be accepted subject to City Ordinance 5637, Amendment to Section 2-291(A) of the City's Code of ordinance.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the offer made by Dream Team Solutions, LLC, on the above described Parcel is hereby accepted subject to the City Ordinance 5637, Amendment to Chapter 2, Article V, Division 2, Section 1, Section 2-291(A)1 which states in part, "properties receiving an initial bid offer of twenty thousand dollars (\$20,000) or less shall be submitted for approval to the City Council for first reading, which is final."

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



Memphis City Council Summary Sheet

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

This is an ordinance to amend Chapter 13, Section 13-16-2 to update the sewer development fees.

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

Initiating Party is the Division of Public Works (Environmental Engineering).

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

This is an amendment to an existing ordinance, Chapter 13, Section 13-16-2.

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

Not applicable.

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

The ordinance does not require a budget amendment.



AN ORDINANCE TO AMEND CITY OF MEMPHIS, CODE OF ORDINANCES, CHAPTER 33, DIVISION IV, TO MODIFY SECTION 33-62 RELATED TO THE SEWER DEVELOPMENT FEE

WHEREAS, Chapter 33, Section 33-62 of the City's Sewer Use Ordinance currently authorizes the Division of Public Works to charge a sewer development fee to defray a portion of the construction costs incurred by the City regarding its sanitary sewer collection system and treatment facilities ("System"); and

WHEREAS, the sewer development fee applies to all subdivisions, land developments, new buildings and redevelopments of land or buildings served by the System; and

WHEREAS, the existing sewer development fee does not account for prior capital costs incurred by the City for the construction, maintenance, and upgrade of the System; and

WHEREAS, the Division of Public Works has developed a fair and equitable sewer development fee that would allow the City to recover the actual cost required to serve each new customer to the System and a portion of the prior capital cost incurred by the City to provide service to such new customers; and

WHEREAS, the expanded scope of the sewer development fee would protect existing customers from subsidizing the sewer connection for new customers connecting to the System; and

WHEREAS, the Council deems it in the best interest of the City of Memphis and current users of the System that Chapter 33, Section 33-62, be amended to require that new sewer customers pay a sewer development fee which allows the City to recover a portion of the original capital costs incurred by the City for the construction of its wastewater treatment plants, related assets, and wastewater collection and conveyance system using a trended original cost method as well as the actual cost to provide service to such new customer of the System;

NOW THEREFORE.

SECTION 1. BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEMPHIS, that Section 33-62 of the City of Memphis, Code of Ordinances is hereby amended to read as follows with corresponding changes to be made to Section 13-16-2 included in Municode:

Sec. 33-62. Sewer Development Fees.

(a) There is established a sewer development fee, as set forth herein, to be paid by new sanitary sewer customers connecting to the System as of July 1, 2021. Such fee shall reflect (1) the actual cost to provide service to such new customers connecting to the System seeking an approved sewer connection for subdivisions, land developments, new buildings, and redevelopments of land or buildings served by the City sanitary sewer system or where the facility served requires modification of or enlargement of the existing sewers, whether within or outside the corporate limits of the City and whether service is by existing or by new facilities to be constructed; (2) a portion of the capital costs incurred by the City for the construction of wastewater treatment plant facilities and related assets, including prior upgrades and expansions; and (3) a portion of the capital costs incurred by the City for the construction of the sewage collection and conveyance system including sewer mains, manholes, lift stations, associated appurtenances including prior upgrades and expansions. The sewer development fee shall be payable by the applicant, developer of the subdivision, or developer of industrial, commercial or

residential site as set forth herein, upon the execution of the subdivision contract or the sewer extension contract, or at the time of application for the sewer connection or plumbing permit, as appropriately determined by the Approving Authority.

(b) Sewer development fees shall be calculated based upon the size of the water meter used for the connection using a trended original cost method defined as the historical cost of the City's assets in present day dollar amounts. Written confirmation of the applicable water meter size from Memphis Light, Gas & Water (MLGW) must be provided by the applicant or developer prior to payment of the sewer development fee as such payment is required in accordance with Section 33-62(a). The sewer development fee shall be assessed as set forth in this section and the fee schedule adopted by the Approving Authority:

Meter Size (in inches)	Sewer Development Fee
5/8	\$2,255
3/4	\$3,383
1	\$5,638
1 1/2	\$11,277
2	\$18,043
3	\$33,830
4	\$56,384
6	\$112,767
8	\$180,427
10	\$259,364
12	\$484,899

- (c) The sewer development fee calculation may be reviewed and adjusted by the Approving Authority every five years or as determined necessary due to significant changes to the customer makeup of the System, and in the instance of an extensive capital improvement plan.
- (d) The sewer development fee authorized herein shall become effective on July 1, 2021. Notwithstanding the foregoing, such fee assessment shall be implemented as follows:

From July 1, 2021 to June 30, 2022	50% of applicable fee
Subsequent years	100% of applicable fee

- (e) In support of the objectives of the Memphis 3.0 Comprehensive Plan which encourage increased support for community-based developers and development of affordable housing, the sewer development fee may be reduced up to 50% (fifty percent) by the Director of Public Works or his designee upon written request. In order to qualify for this discounted fee, developer must submit proof of 501c3 status and evidence that the development meets affordable housing standards for the following residential property types: 2-family (duplex), 3-family (triplex), 4-family (quadplex) structures, and single family homes. For purposes herein, affordable housing shall be defined as at least 50% of the units serving households at 80% of the Area Median Income as defined by the applicable standards adopted by the US Department of Housing & Urban Development.
- (f) No sewer development fee shall be assessed to a person authorized to install a private sewage disposal system pursuant to this division, but a sewer development fee may be charged to the developer or property owner when sanitary sewers are available under Section 33-28 or when it is determined that sanitary sewers shall be extended to such development. The Approval Authority may thereafter require the installation of the

sewer and the payment of the sewer development fee. The developer or property owner by applying for and receiving a private sewage disposal permit shall agree to such fee when the sewer is available. Notwithstanding the foregoing, a sewer development fee may be waived or reduced up to fifty percent (50%) by the Director of Public Works or his designee upon written request by a low-income residential property owner of the following property types: 2-family (duplex), 3-family (triplex), 4-family (quadplex) structures and single family homes; provided that, proof of such low-income is made available to the City upon request. For purposes herein, low-income shall mean families who have incomes at or below 80% of the Area Median Income as defined by the applicable standards adopted by the US Department of Housing & Urban Development.

- (g) A sewer development fee shall be assessed to any development, redevelopment, new building or building addition resulting in the installation of an additional water meter or enlarged water meter. No sewer development fee shall be assessed for water meters dedicated to fire protection or irrigation.
- (h) Within the City reserve area, the owner(s) of property who petition for connection to the City's sanitary sewer system to serve their property shall at that time consent to, petition and request the annexation of such property by the City, with the annexation to take place at such time as the City may deem appropriate pursuant to state law. Until such time as annexation occurs, the owner(s) shall agree not to seek either incorporation as a separate entity nor annexation to any other incorporated area.

The consent to annexation shall be incorporated as a part of the city land development and/or sewer extension contract(s). At the time the sewer extension and/or land development contract is entered into the property owner shall submit his or her petition for annexation to the City.

The above-described consent to annexation by the City shall be made a restrictive covenant imposed by the property owner(s) upon the property which shall run with the land and shall be binding upon all heirs, successors and assigns. Such covenant shall be recorded in the office of the Shelby County register and it shall be the duty of the original property owner and all subsequent property owners to disclose the existence of the covenant to any parties to whom the property or a portion thereof is conveyed. Reference to such recorded covenant shall be evidenced on any final plat or plan development prior to the recordation of the plat or plan in the office of Shelby County register. It shall be the responsibility of the division of planning and development to ensure that the signed petition for annexation is submitted by the property owner and that the covenant appears on the plat or plan prior to signing and recordation of the final plat or plan.

SECTION 2. BE IT FURTHER ORDAINED BY THE COUNCIL OF THE CITY OF MEMPHIS, that this Ordinance Amendment shall take effect from and after the date it shall have been passed by the Council, signed by the Chairman of the Council, certified and delivered to the Office of the Mayor in writing by the Comptroller, and become effective as otherwise provided by law.

Patrice J. Robinson, Chairwoman Memphis City Council	
ATTEST:	
Comptroller	



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

This is an ordinance to amend Chapter 13, Section 13-16-5 to eliminate the process resulting in the granting of sewer credits and reflect the City's existing sewer policy regarding cost sharing for developments located within the City's municipal boundaries and in Unincorporated Shelby County.

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

Initiating Party is the Division of Public Works (Environmental Engineering).

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

This is an amendment to an existing ordinance, Chapter 13, Section 13-16-5.

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

Not applicable.

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

The ordinance does not require a budget amendment.



AN ORDINANCE TO AMEND CITY OF MEMPHIS, CODE OF ORDINANCES, CHAPTER 33, DIVISION IV, TO MODIFY SECTION 33-65 RELATED TO THE SEWER EXTENSION FEE.

WHEREAS, Chapter 33, Section 33-64 of the City's Sewer Use Ordinance currently authorizes the City of Memphis, through its Division of Public Works, to extend its sanitary sewer system, subject to its comprehensive growth plan and applicable sewer policies, to provide gravity sewer service to unsewered properties and properties which are not currently served by sewers of adequate capacity; and

WHEREAS, in accordance with Section 33-65, a sewer extension fee is paid by the developer, owner or applicant upon execution of a sewer extension contract with the City; and

WHEREAS, the sewer extension fees paid to the City run with the land described in the sewer extension contract and are used for the purpose of defraying payment of sewer development fees; and

WHEREAS, the application of such sewer extension fee payments to sewer development fees has resulted in the practice of the City granting "sewer credits" associated with the land, including parcels that are to be developed in the future in the instance of multi-phased developments; and

WHEREAS, the Division of Public Works desires to amend Section 33-65 to eliminate this process to relieve the administrative burden resulting from the maintenance and oversight of such sewer credits and avoid the potential loss of payment of future sewer development fees; and

WHEREAS, the Division of Public Works desires to further amend Section 33-65 to reflect the City's current sewer policy, adopted in 2017, regarding cost sharing for sewer extensions associated with the development of parcels located in unincorporated Shelby County; and

WHEREAS, the Council deems it in the best interest of the City of Memphis and users of the City's sanitary sewer system that Chapter 33, Section 33-65, be amended to eliminate the process resulting in the granting of sewer credits and reflect the City's existing sewer policy regarding cost sharing for developments located within the City's municipal boundaries and in unincorporated Shelby County;

NOW THEREFORE.

SECTION 1. BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEMPHIS, that Section 33-65 of the City of Memphis, Code of Ordinances is hereby amended to read as follows with corresponding changes to be made to Section 13-16-5 included in Municode:

Sec. 33-65. Sewer Extension Fees.

(a) The developer/owner/applicant shall pay to the City, upon execution of the sewer extension contract, a sewer extension fee as set forth herein. The developer/owner/applicant may secure payment of the

sewer extension fee by executing a performance bond, certificate of deposit assigned to the City, or an irrevocable, automatically renewable letter of credit in favor of the City. Such securities shall be in the full amount of the sewer extension fee and be in a form acceptable to the City. Payment of the sewer development fee shall be made by the developer/owner/applicant to the City upon advertisement for bids for construction of the sewer extension.

- (b) The minimum sewer extension fee to be paid by the developer/owner/applicant shall not be less than 50% (fifty percent) of the cost of engineering including surveying, easement acquisition, inspection and construction of any sewer extension and other applicable fees for a development located within the municipal boundaries of Memphis and one hundred percent of such cost for developments located in unincorporated Shelby County. A preliminary estimate, based on the estimated cost of construction, engineering, easement acquisition, inspection, and other applicable fees shall be used for determining the fee to be charged to the developer for the purpose of negotiating a sewer extension contract. The final cost accounting shall be determined by the City upon completion of the sanitary sewer extension, and final accounting shall be made to the developer of any additional fee required or refund due to the developer.
- (c) Sewer extension fees paid to the City prior to July 1, 2021 shall run with the land described in the sewer extension contract and may be used for the purpose of defraying sewer development fees. Any sewer extension fees paid on or after July 1, 2021 shall not be used for the purpose of defraying sewer development fees as determined in Section 33-62.

SECTION 2. BE IT FURTHER ORDAINED BY THE COUNCIL OF THE CITY OF MEMPHIS, that this Ordinance Amendment shall take effect from and after the date it shall have been passed by the Council, signed by the Chairman of the Council, certified and delivered to the Office of the Mayor in writing by the Comptroller, and become effective as otherwise provided by law.

Patrice J. Robinson, Chairwoman Memphis City Council	
ATTEST:	



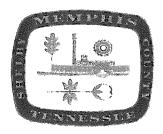
1. Description of the Item (Resolution, Ordinance, etc.)

A Resolution to accept and appropriate grant funds in the amount of Twenty Thousand (20,000) from Corporation for National and Community Service.

- 2. Initiating Party (e.g. Public Works, at request of City Council, etc.)
 The City of Memphis, Division of Human Resources is initiating this resolution.
- 3. State whether this is a change to an existing ordinance or resolution, if applicable. There is no change to an existing ordinance or resolution.
- 4. State whether this requires a new contract, or amends an existing contract, if applicable.

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

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



RESOLUTION

A Resolution to accept, allocate and appropriate grant funds from the Corporation for National and Community Service CNCS.

WHEREAS, Volunteers in Service to America (VISTA) was founded in 1965 as a national service program to fight poverty in America; AmeriCorps VISTA members are passionate and committed to their mission to bring individuals and communities out of poverty; and

WHEREAS, VISTA members receive a poverty level stipend to make a year-long, full time commitment to serve on a specific project at a nonprofit organization or public agency, focusing their efforts to build the organizational, administrative and financial capacity of organizations that fight illiteracy, improve health services, foster economic development; and otherwise assist low-income communities; and

WHEREAS, The City of Memphis Division of Human Resources has been awarded grant funds in the amount of Twenty Thousand (\$20,000) from the Corporation for Nation and Community Service; and

WHEREAS, these funds will be used to support the Human Resource Department's participation in the AmeriCorps VISTA program to assist the project sponsor in carrying out an anti-poverty initiative; and

WHEREAS, it is necessary to accept the grant funding and amend the FY2021 Operating Budget to establish for the AmeriCorps VISTA program; and

WHEREAS, it is necessary to appropriate these grant funds in the amount of Twenty Thousand (\$20,000) for the AmeriCorps VISTA program.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the AmeriCorps VISTA program funds in the amount of Twenty Thousand (\$20,000) be accepted by the City of Memphis.

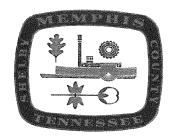
BE IT FURTHER RESOLVED, that the FY2021 Operating Budget be and is hereby amended by appropriating the Expenditures and Revenues for the AmeriCorps VISTA program as follows:

REVENUE

046118 Federal Grants – Others	\$20,000.00
Total	\$20,000.00

EXPENDITURE

051101 Full Time Salaries	<u>\$20,000.00</u>
Total	\$20,000.00



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

This is a Resolution requesting the approval for the sale of City owned parcel known as 1418 Willie Mitchell Blvd. in Memphis, Shelby County, Tennessee 38106 and further described as Parcel ID # 025061 00033.

- 2. Initiating Party (e.g. Public Works, at request of City Council, etc.)
 General Services
- 3. State whether this is a change to an existing ordinance or resolution, if applicable. This item does not require a change to an existing ordinance.
- 4. State whether this requires a new contract, or amends an existing contract, if applicable.

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

5. State whether this requires an expenditure of funds/requires a budget amendment. This item does not require an expenditure of funds or a budget amendment.



A Resolution requesting approval of the sale of a city owned parcel known as 1418 Willie Mitchell Blvd., Parcel ID #025061 00033 Memphis, Tennessee 38106

WHEREAS, the City of Memphis owns a surplus parcel located at 1418 Willie Mitchell Blvd. ("The Parcel") that was acquired in Plat Book 6, Page 42 in the Register's Office and is further identified by Shelby County Tax Assessor as Parcel 025061 00033 containing 0.3765 acres. The Parcel has a value of less than \$10,000; and

WHEREAS, the sale of the subject Parcel will increase the City's Community Development Block Grant Fund for the Division of Housing and Community Development, and eliminate blight and maintenance cost for the City of Memphis; and

WHEREAS, Timmy Hervery an adjoining property owner, submitted an offer of Two Thousand Five Hundred Dollars (\$2,500.00) along with a Two Hundred Fifty Dollars (\$250.00) Earnest Money deposit to the City of Memphis Real Estate Center; and

WHEREAS, it is deemed to be in the best interest of the Citizens of the City of Memphis and County of Shelby that said sale be accepted subject to City Ordinance 5637, Amendment to Section 2-291(A) of the City's Code of ordinance;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the offer made by Timmy Hervery, on the above-described Parcel is hereby accepted subject to the City Ordinance 5637, Amendment to Chapter 2, Article V, Division 2, Section 1, Section 2-291(A)1 which states in part, "properties receiving an initial bid offer of twenty thousand dollars (\$20,000) OR LESS SHALL BE SUBMITTED FOR APPROVAL TO THE City Council for first reading, which is final."

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



HIGHT AND COMES TABLE - 1250 - G Scient Language V

Shelandra Y. Ford

Shelby County Register of Deeds





Property Details

Owner Name: Property Address: OTY OF MEMPHS 1418 WILLE WITCHELL BLVD

Parcel ID: Appraisat. 025061 00033 \$3,000 MEMPHS

Tax District Tax Mag.

腳

Year Built Lat Number.

647

Subdivision:

WORKMAN-CARBERRY

Plat Book & Page:

LHOOM

Dimensions:

80 X 205

Total Acres Owner Address: 0.3765 701 N MAIN ST

MEMPHIS TN 38107 2311

(255 Use

EXEMPT · YACANT LAND -90.04330661

Longitude: Labbude

35.10838651

Accepted to Mercola Tacinto Coasty list list

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hsti/lype Sales Date/Price hst#/Type Sales Date/Frce Inst#/Type Sass Date/Price Instil / Type Sales Date Price NECTO ALVARBANTA DEED 10/25/2000 \$52,000.00 BOOK OUT CLASS 7/26/1994 \$0.00 YEAR CUIT CLAM 11/23/1996 \$0,00 525-313 UNEXOVA 12/26/1963 \$12,500.00



© 2019 SHELANDRAY FORD, SHELEY COUNTY RECISTER OF DEEDS



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

This is a resolution to appropriate funds for a sludge line replacement project at the TE Maxson WWTF.

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

Public Works (Environmental Engineering)

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

This resolution does not change any existing ordinace or resolution.

4. State whether this will impact specific council districts or super districts.

The project site is located in district 6 and super district 8. It serves all or portions of districts 2, 3, 4, 6, 8 and 9.

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

This request will require a new construction contract.

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

Yes, this requires an expenditure of funds and budget amendment.

7. If applicable, please list the MWBE goal and any additional information needed.

This request is to appropriate \$1,332,320.00 for a sludge line replacement project at the TE Maxson WWTF. The Goal setting committee set an MWBE participation goal of 10% MBE and 2% WBE. The award for the contract is going to Acuff Enterprises Inc. who responded with a participation commitment of 10.07% MBE and 2.06% WBE. The City certified vendors will be Brighter Days & Nites (MBE) and Airfield Etc., Inc. (WBE).

This is a resolution to transfer and appropriate construction funds to replace an existing sludge line at the TE Maxson WWTF.

WHEREAS, the Council of the City of Memphis approved FY'21 Rehab Existing Coverline, project number SW21200, as part of the Public Works Fiscal Year 2021 Capital Improvement Budget; and

WHEREAS, bids were received to replace an existing sludge line at the TE Maxson WWTF with the lowest complying bid being \$1,211,200.00 submitted December 30, 2020 by Acuff Enterprises, Inc., d/b/a Scott Contractors; and

WHEREAS, it is necessary to transfer a construction allocation of \$1,332,320.00 funded by Capital Pay Go-Sewer in FY'21 Rehab Existing Coverline, project number SW21200 to Maxson Primary Sludge Force Main Replacement, project number SW20203; and

WHEREAS, it is necessary to appropriate \$1,332,320.00 funded by Capital Pay Go-Sewer in Maxson Primary Sludge Force Main Replacement, project number SW20203 as follows:

 Contract Amount
 \$1,211,200.00

 Project Contingencies
 \$121,120.00

 Total Amount
 \$1,332,320.00

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 \$1,332,320.00 funded by Capital Pay Go-Sewer in FY'21 Rehab Existing Coverline, project number SW21200 to Maxson Primary Sludge Force Main Replacement, project number SW20203 to replace an existing sludge line at the TE Maxson WWTF.

BE IT FURTHER RESOLVED, that there be and is hereby appropriated the sum of \$1,332,320.00 funded by Capital Pay Go-Sewer chargeable to the FY 2021 Capital Improvement Budget and credited as follows:

SW20203

Project Title Project Number **Maxson Primary Sludge Force Main Replacement**

Total Amount \$1,332,320.00

RESOLUTION OF THE MEMPHIS CITY COUNCIL REQUESTING THE REOPENING OF RIVERSIDE DRIVE TO VEHICLE TRAFFIC FULL-TIME

WHEREAS, the Memphis City Council values the role of Riverside Drive as an unrivaled thoroughfare parallel to the Mississippi River; and

WHEREAS, equally important, the Council understands the utility of the roadway as a critical point of ingress and egress between Downtown Memphis and Interstate-55; and

WHEREAS, billed as one of the "Most Expensive Highway[s] in the World" at the time of its construction, its present state does not align with its initially intended purpose as a gateway within the City of Memphis, namely for motorized traffic; and

WHEREAS, although its recent closing and partial re-opening have been hailed as influential to the increased use of outdoor amenities along the waterfront, the Council is of the belief that physical enjoyment of scenic downtown spaces, and daily vehicle access, can co-exist for Memphians of every stripe.

NOW THEREFORE BE IT RESOLVED, the Memphis City Council hereby requests the reopening of Riverside Drive to vehicle traffic full-time, i.e., seven days per week to include related parking areas during designated park hours; this resolution shall take effect from and after its passage, the welfare of the City requiring it.

Sponsor:

Councilwoman Michalyn Easter-Thomas

WHEREAS, upon occasion, the City Council approves the naming of specified public roads to honor those who have served this community, and the late **Father Nicholas Vieron** is an impeccable example of such a progressive leader deserving of this City's recognition and gratitude; and

WHEREAS, born on November 13, 1925 in New Orleans, Louisiana to Leonides and Ellas Vieron, Father Nicholas Vieron graduated from high school at the age of 16 and immediately went to Pomfret, as the youngest ever to enroll; he earned his undergraduate degree and in 1955 his Master's degree from Marshall College in Huntington, and later, in 1970, a Jurisprudence Degree from Memphis State University School of Law; and

WHEREAS, Father Nicholas Vieron was ordained to priesthood and served in both Louisville, KY and Huntington, W. Va., before being assigned in 1955 to the Annunciation Church in Memphis, where he retired as the main Priest in 1991 and continued to practice clergy until he went to glory; and

WHEREAS, known for his remarkable work to comfort and uplift people all over the City of Memphis, in addition, Father Nicholas Vieron is commemorated for his role in advocating for human rights during the turbulent late 1960s, when he and a small group of white ministers, together with Dr. Martin Luther King, Jr., tried to heal a suffering Memphis community; and

WHEREAS, Father Nicholas Vieron remained active in the ecumenical circles of the city and in the Memphis Ministers' Association, he served as Chaplain of the Memphis Touchdown Club, volunteered at mission churches where there was no full-time pastor or for vacationing priests, was a dedicated editor beginning in 1992 for The RCA "Epistle" – a monthly publication that reached over 550 people; Father Nicholas Vieron also designed the emblem of the Retired Clergy Association, while he continued to enjoy playing racquetball three times a week; and

WHEREAS, the passing of Father Nicholas Vieron leaves a significant void in our community and to celebrate his life and his legacy, he leaves behind his children, Leonidas and Paul; his four grandchildren, Nicholas, Matthew, Stephanie, and LeeAnn; other loving family members and a grateful community; and

WHEREAS, the Memphis City Council extends sincere condolences and memorializes the life and legacy of Father Nicholas Vieron, a great Memphian, dedicated community leader, and a true visionary who pursued his work in service to all citizens of Memphis.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MEMPHIS,

TENNESSEE that North Highland Street between Galloway Avenue and Shirlwood Avenue in Memphis, Tennessee be designated and always remembered as

"Father Nicholas Vieron Street"

BE IT FURTHER RESOLVED that the City Engineer is requested to affix suitable signs so designating such public road.

ADOPTED: January 26, 2021

Memphis City Councilmember

Frank Colvett
Memphis City Chairman