



CITY OF MEMPHIS

COUNCIL REGULAR MEETING AGENDA

Tuesday, February 2, 2021, 3:30 p.m.

Conducted by Electronic/Telephonic Means

Official Recording of Meeting will be available on
City Council's Website

https://www.memphistn.gov/government/city_council

CALL TO ORDER by the Sergeant-at-Arms

INVOCATION

Any invocation that may be offered before the official start of the Council meeting shall be the voluntary offering of a private citizen, to and for the benefit of the Council. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the Council and do not necessarily represent the religious beliefs or views of the Council in part or as a whole. No member of the community is required to attend or participate in the invocation and such decision will have no impact on their right to actively participate in the business of the Council. Copies of the policy governing invocations and setting forth the procedure to have a volunteer deliver an invocation are available upon written request submitted to the Council Administrator of the Memphis City Council.

PLEDGE OF ALLEGIANCE

CALL OF ROLL by the Comptroller

APPROVAL OF PREVIOUS MEETING MINUTES (January 26, 2021)

ANNOUNCEMENT FOR APPEARANCE CARDS FOR PUBLIC SPEAKING

ITEMS HELD OR DROPPED FROM THE AGENDA

PRESENTATIONS AND RECOGNITION OF VISITORS (None)

COMMUNITY ORGANIZATION SPOTLIGHT (None)

PUBLIC HEARING

1. RESOLUTION approving a planned development located at 3681 Hawkins Mill Road, Canale containing +/-12.95 acres located in the Residential Single-Family – 6 (R-6) District. Chairman, This resolution is sponsored by the Division of Planning and Development. Planning & Zoning Committee Case No. PD 20-17

Applicant: Paul O. Brantley Sr. / Debra Hogue Brantley
Delinor Smith, Smith Building Design & Assoc., Inc. – Representative

Request: Multi-use veteran’s facility providing multifamily dwelling units with supportive programs and services including an on-site private community center planned development

LUCB and DPD recommendation: APPROVAL, with conditions

ACTION REQUESTED: Take whatever action Council deems advisable

179 NOTICES WERE MAILED ON JANUARY 29, 2021

DIVISION OF PLANNING AND DEVELOPMENT (None)

ZONING ORDINANCES- THIRD AND FINAL READING

2.
Canale
Chairman,
Planning
& Zoning
Committee

ORDINANCE amending the Memphis and Shelby County Unified Development Code as adopted by the City of Memphis August 10, 2010, and by Shelby County August 9, 2010 as amended, to revise and enhance the Joint Zoning and Subdivision regulations as recommended by the Memphis and Shelby County Office of Planning and Development and the Land Use Control Board. This text amendment affects all property within the City of Memphis and unincorporated Shelby County, up for T H I R D and F I N A L reading. This Ordinance is sponsored by the Division of Planning and Development.

Case No. ZTA 20-01
Ordinance No. 5772

Applicant: Memphis and Shelby County Office of Planning and Development
Josh Whitehead, Zoning Administrator – Representative

Request: Adopt amendments to the Memphis and Shelby County Unified Development Code

LUCB and DPD recommendation: APPROVAL

ACTION REQUESTED: Take whatever action Council deems advisable

3.
Canale
Chairman,
Planning
& Zoning
Committee

ORDINANCE rezoning certain parcels adjacent to Summer between: Holmes and Sevier, and Novarese and Stratford, in the Commercial Mixed Use – 3 District, up for T H I R D and F I N A L reading. This Ordinance is sponsored by the Division of Planning and Development.

Case No. Z 20-10
Ordinance No. 5773

Applicant: Department of Comprehensive Planning of the Division of Planning and Development
Ashley Cash – Representative

Request: Comprehensive Rezoning of Summer between: 1) Holmes and Sevier
and 2) Novarese and Stratford

LUCB and DPD recommendation: APPROVAL

ACTION REQUESTED: Take whatever action Council deems advisable

70 NOTICES WERE MAILED ON JANUARY 22, 2021



CITY OF MEMPHIS

COUNCIL REGULAR MEETING AGENDA

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CONSENT AGENDA

GENERAL ORDINANCES- FIRST READING

4. **ORDINANCE** of the City of Memphis, Code of Ordinances to amend Chapter 5 Easter-Thomas "Animals and Fowl" to create Article V to restrict the "Retail Sale of Dogs and Cats at Chairman, Pet Stores", up for F I R S T reading. Ordinance No. 5777 is sponsored by Councilman Public Services, Morgan, Councilman Warren and the Administration. Neighborhoods & Youth Services
ACTION REQUESTED: No Recommendation
Committee
5. **ORDINANCE** to amend City of Memphis, Code of Ordinances, Chapter 33, Division Smiley IV, to modify Section 33-62 related to the Sewer Development Fee, up for F I R S T Chairman, Public Works, reading. Ordinance No. 5778 is sponsored by Public Works Division. Solid Waste & General Services
ACTION REQUESTED: Adopt the ordinance on First reading
Committee
6. **ORDINANCE** to amend City of Memphis Code of Ordinances, Chapter 33, Division IV, Smiley to modify Section 33-65 related to the Sewer Extension Fee, up for F I R S T reading. Chairman, Public Works, Ordinance No 5779 is sponsored by Public Works Division. Solid Waste, & General Services
ACTION REQUESTED: Adopt the ordinance on First reading
Committee

GENERAL ORDINANCES - SECOND READING (None)

ZONING ORDINANCE – FIRST READING (None)

ZONING ORDINANCE - SECOND READING

7. **ORDINANCE** zoning the North side of East Holmes Street approximately 923 Canale feet east of the centerline of Lamar Avenue; containing +/-4.89 acres in the Chairman, Conservation Agriculture (CA) District, up for S E C O N D reading. This Ordinance Planning & Zoning is sponsored by the Division of Planning and Development.
Case No. Z 20-11

Committee

Ordinance No. 5776

Applicant: David Couch
Cindy Reaves, SR Consulting, LLC – Representative

Request: Heavy Industrial (IH) District

LUCB and DPD recommendation: APPROVAL

ACTION REQUESTED: Adopt the ordinance on Second reading

NOTATION FROM OPD (None)

ENGINEERING DIVISION (None)



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FISCAL CONSENT AGENDA

(None)



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MLGW FISCAL CONSENT

8. RESOLUTION approving Change No. 1 to Contract No. 12254 (formerly Purchase Order No. 449343), with Ventureforth, Inc. in the funded amount of \$142,390.00. (This change is to ratify and renew annual software maintenance, license and support services for multiple Ventureforth software products covering December 17, 2020 through December 16, 2023. The purchase also includes the vStores Iphone Application Subscription for Oracle EBS, annual subscription for 100 users, for the period covering July 30, 2021 through July 29, 2024.)
9. RESOLUTION awarding Contract No. 12163; Electric Distribution, Construction and Maintenance to Davis H. Elliott Construction Company, Inc., in the funded amount not-to-exceed \$55,254,992.00.
10. RESOLUTION approving the payment of an invoice for the 2021 annual membership dues plus locate request tickets from Tennessee One Call System in the amount of \$130,589.80.
11. RESOLUTION approving Change No. 1 to Contract No. 11927, Voice and Data Services with AT&T in the funded amount of \$636,000.00. (This change is to renew the current contract for a 24 month period; covering July 1, 2021 through June 30, 2023 with no increase in rates from the previous term.)
12. RESOLUTION awarding a purchase order to Engineered Sealing Components, LLC. for fiber optic 192 A.D.S.S. cable in the amount of \$104,976.00.
13. RESOLUTION approving Change No. 3 to Contract No. 11560, Professional Design Services for Fabrication and Repair Shop Design, with The Crump Firm, Incorporated, in the funded amount not-to-exceed \$499,650.00, based on agreed upon rates. (This change is to extend the current contract expiration date an additional five years for the period covering April 12, 2021 through April 11, 2026)



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REGULAR AGENDA

14.

Carlisle
Chairman,
Personnel,
Government
Affairs &
Annexation
Committee

APPOINTMENT

MEMPHIS CONVENTION CENTER COMMISSION

Reappointment

Lee A. Jackson

GENERAL ORDINANCES– THIRD AND FINAL READING

15.

Colvett
Chairman,
Executive
Session

ORDINANCE adopting and enacting a New Code of Ordinances of the City of Memphis, Tennessee; Providing for the repeal of certain Ordinances not included Therein; providing for the manner of amending such Code; and providing when such Code and this Ordinance shall become effective, up for T H I R D and F I N A L reading. Ordinance No. 5769 is sponsored by Councilwoman Robinson. (Held from 1/26)

ACTION REQUESTED: Take whatever action Council deems advisable

16.

Warren
Chairman,
Public
Safety &
Homeland
Security
Committee

SUBSTITUTE ORDINANCE of the City of Memphis to amend the City of Memphis Code of Ordinances Chapter 21, Motor Traffic and Vehicles, Article III, Operation of Vehicles generally to add Section 21-134 to be entitled “Non-Driver Participation in Drag Racing and Reckless Driving Exhibitions”, to set penalties for violations and for other purposes, up for T H I R D and F I N A L reading. Ordinance No. 5771 is sponsored by Councilman Canale, Councilman Logan and Councilman Warren.

ACTION REQUESTED: Take whatever action Council deems advisable

17.

Warren
Chairman,
Public Safety
& Homeland
Security
Committee

SUBSTITUTE ORDINANCE of the City of Memphis to amend the City of Memphis Code of Ordinances Chapter 21, Motor Traffic and Vehicles, Article X, Vehicle Equipment and Loads, to amend Section 21-350(c) and Section 21-350(f) regarding Mufflers Noise, up for T H I R D and F I N A L reading. Ordinance No. 5774 is sponsored by Councilman Canale.

ACTION REQUESTED: Negative recommendation during Committee

18. **SUBSTITUTE ORDINANCE** of the City of Memphis to amend the City of Memphis Code of Ordinances, Chapter 21, Motor Traffic and Vehicles, Article X, Vehicle Equipment and Loads to add Subsections 21-335(B) and Section 21-336(B) regarding Muffler Violations and Penalties, up for T H I R D and F I N A L reading. Ordinance No. 5775 is sponsored by Councilman Canale.

Warren
Chairman,
Public Safety
& Homeland
Security
Committee

ACTION REQUESTED: Negative recommendation during Committee

CITY COUNCIL-EXTRAORDINARY COUNCIL RESOLUTIONS (None)

ENGINEERING DIVISION (None)

EXECUTIVE DIVISION (None)

FINANCE & ADMINISTRATION (None)

DIVISION OF FIRE SERVICES (None)

DIVISION OF GENERAL SERVICES

19. RESOLUTION requesting approval of the sale of a city owned parcel known as 1418 Willie Mitchell Blvd. Parcel ID # 025061 00033 Memphis, Tennessee 38106, in the amount of \$2,500.00. This resolution is sponsored by General Services Division.

Smiley
Chairman,
Public Works,
Solid Waste &
General Services
Committee

ACTION REQUESTED: Adopt the resolution

DIVISION OF HOUSING AND COMMUNITY DEVELOPMENT

20. 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 \$669,384.44 for the Low-Income Home Energy Assistance Program Weatherization. This resolution is sponsored by Housing and Community Development.

Johnson
Chairman,
Housing &
Community
Development
Committee

ACTION REQUESTED: Adopt the resolution

DIVISION OF HUMAN RESOURCES (None)

INFORMATION TECHNOLOGY (None)

LAW DIVISION (None)

LIBRARY SERVICES (None)

MLGW DIVISION (None)

DIVISION OF PARKS AND NEIGHBORHOODS (None)

DIVISION OF POLICE SERVICES (None)

DIVISION OF PUBLIC SERVICES (None)

DIVISION OF PUBLIC WORKS

21. RESOLUTION to transfer and appropriate construction funds in the amount of \$1,332,320.00 CIP project # SW20203, to replace an existing sludge line at the TE Maxson WWTF. This resolution is sponsored by Public Works Division.

Smiley
Chairman,
Public Works,
Solid Waste,
& General Services
Committee

ACTION REQUESTED: Adopt the resolution

GENERAL ITEMS

22. RESOLUTION to support a Group Violence Intervention Program. This resolution is sponsored by Councilman Warren. (Held from 12/01; 12/15; 1/5; 1/26)

Warren
Chairman,
Public Safety
& Homeland
Security
Committee

ACTION REQUESTED: Adopt the resolution

23. RESOLUTION to amend the Debt Management Policy. This resolution is sponsored by the Administration.

Morgan
Chairman,
Budget
Committee

ACTION REQUESTED: Adopt the resolution

24. RESOLUTION approving “Accelerate Memphis: Invest in Neighborhoods” a plan to Invest in community projects, to activate neighborhoods, improve parks and revitalize city assets. This resolution is sponsored by the Administration.

ACTION REQUESTED: Adopt the resolution

APPEARANCE CARDS FOR PUBLIC SPEAKING

ADJOURNMENT

CITY OF MEMPHIS

COUNCIL REGULAR MEETING

Tuesday , February 2, 2021, 3:30 p.m.

SUPPORTING DOCUMENTS

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1	RESOLUTION approving a planned development located at 3681 Hawkins Mill Road, containing +/-12.95 acres located in the Residential Single-Family – 6 (R-6) District. Case No. PD 20-17	1
2	ORDINANCE No. 5772 amending the Memphis and Shelby County Unified Development Code as adopted by the City of Memphis August 10, 2010, and by Shelby County August 9, 2010 as amended, to revise and enhance the Joint Zoning and Subdivision regulations as recommended by the Memphis and Shelby County Office of Planning and Development and the Land Use Control Board. This text amendment affects all property within the City of Memphis and unincorporated Shelby County, up for THIRD reading. Case No. ZTA 20-01	97
3	ORDINANCE No. 5773 rezoning certain parcels adjacent to Summer between: Holmes and Sevier, and Novarese and Stratford, in the Commercial Mixed Use – 3 District, up for THIRD reading. Case No. Z 20-10	232
7	ORDINANCE No. 5776 zoning the North side of East Holmes Street approximately 923 feet east of the centerline of Lamar Avenue; containing +/-4.89 acres in the Conservation Agriculture (CA) District, up for SECOND reading. Case No. Z 20-11	446
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4	ORDINANCE NO. 5777 to amend City of Memphis, Code of Ordinances, Chapter 5, "Animals and Fowl" to create Article V to restrict the "Retail Sale of Dogs and Cats at Pet Stores", up for FIRST reading.	1
5	ORDINANCE NO.5778 to amend City of Memphis, Code of Ordinances, Chapter 33, Division IV, to modify Section 33-62 related to the Sewer Development Fee, up for F I R S T reading.	4
6	ORDINANCE NO. 5779 to amend City of Memphis Code of Ordinances, Chapter 33, Division IV, to modify Section 33-65 related to the Sewer Extension Fee, up for F I R S T reading.	8

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8	RESOLUTION approving Change No. 1 to Contract No. 12254 (formerly Purchase Order No. 449343), with Ventureforth, Inc. in the funded amount of \$142,390.00.	11
9	RESOLUTION awarding Contract No. 12163; Electric Distribution, Construction and Maintenance to Davis H. Elliott Construction Company, Inc., in the funded amount not-to-exceed \$55,254,992.00.	15
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11	RESOLUTION approving Change No. 1 to Contract No. 11927, Voice and Data Services with AT&T in the funded amount of \$636,000.00	19
12	RESOLUTION awarding a purchase order to Engineered Sealing Components, LLC. for fiber optic 192 A.D.S.S. cable in the amount of \$104,976.00.	21
13	RESOLUTION approving Change No. 3 to Contract No. 11560, Professional Design Services for Fabrication and Repair Shop Design, with The Crump Firm, Incorporated, in the funded amount not-to-exceed \$499,650.00, based on agreed upon rates.	25
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14	<u>APPOINTMENTS</u> <u>MEMPHIS CONVENTION CENTER COMMISSION</u> <u>Reappointment</u> • Lee A. Jackson	26
15	ORDINANCE No. 5769 Adopting and Enacting a New Code of Ordinances of the City of Memphis, Tennessee; Providing for the Repeal of Certain Ordinances Not Included Therein; Providing for the Manner of Amending such Code; and Providing when such Code and this Ordinance shall become effective, up for THIRD reading.	27
16	ORDINANCE No. 5771 amending the City of Memphis Code of Ordinances Chapter 21, Traffic and Vehicles, Article III, Operation of Vehicles generally to add Section 21-135 to be entitled “Non-Driver Participation in Drag Racing and Reckless Driving Exhibitions”, to set penalties for violations, and for other purposes, up for THIRD reading.	33
17	ORDINANCE No. 5774 amending Memphis Code of Ordinances Chapter 22, Noise, Section 22-12 to add Subsection 22-12 (B) regarding Muffler Noise Violations and Penalties, up for THIRD reading	36
18	ORDINANCE No. 5775 amending the City of Memphis Code of Ordinances Chapter 21, Traffic and Vehicles, Article X, Vehicle Equipment and Loads to add Subsection 21-335 (B) and Section 21-336 (B) regarding Muffler Violations and Penalties, up for THIRD reading.	37

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19	RESOLUTION requesting approval of the sale of a city owned parcel known as 1418 Willie Mitchell Blvd. Parcel ID # 025061 00033 Memphis, Tennessee 38106, in the amount of \$2,500.00	39
20	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 \$669,384.44 for the Low-Income Home Energy Assistance Program Weatherization.	42
21	RESOLUTION to transfer and appropriate construction funds in the amount of \$1,332,320.00 CIP project # SW20203, to replace an existing sludge line at the TE Maxson WWTF	65
22	RESOLUTION to support a Group Violence Intervention Program. (Held from 12/01; 12/15; 1/5; 1/26)	67
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Ordinance No. 5777

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 tax-exempt 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.

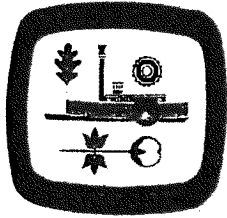
A pet store that violates this section shall be subject to a civil penalty of \$50.00, and each dog or cat offered for sale in violation of this section shall constitute a separate violation.

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



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.

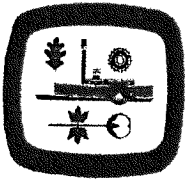
4. State whether this requires a new contract, or amends an existing contract, if applicable.

Not applicable.

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

The ordinance does not require a budget amendment.

ORDINANCE NO. 5778



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 ½	\$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.

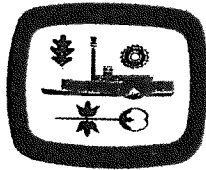
The above-described consent to annexation by the City shall be made a restrictive covenant imposed by the property owner(s) upon the property which shall run with the land and shall be binding upon all heirs, successors and assigns. Such covenant shall be recorded in the office of the Shelby County register 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



Memphis City Council Summary Sheet

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.



ORDINANCE No. 5779

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:

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of January 20, 2021 approved Change No. 1 to Contract No. 12254 (*formerly Purchase Order No. 449343*), vMobile Applications Suite Software Maintenance and Support with Ventureforth, Inc. to ratify and renew the current contract in the funded amount of \$142,390.00, and is now recommending to the Council of the City of Memphis that it approves said ratification and renewal as approved; and

WHEREAS, the project scope is to purchase additional software licenses and continued technical support and maintenance for both Ventureforth mobile crew time reporting and the mobile EAM reporting solution. These are third party applications integrated with Oracle EBS. vTime is used for Crews to report their time via a laptop in the field. vStores is an iPhone application that can be used by any MLGW personnel to access Storeroom On-Hand quantity information external to the MLGW Corporate network. vWork is the Oracle EAM Asset Management Field Reporting application. This change is to ratify and renew annual software maintenance, license, and support services for Ventureforth Software Maintenance and Support products which include: Mobile OTL and vWork client licenses support, vMobile server license support for the period covering December 17, 2020 through December 16, 2023. Also, the purchase includes the vStores iPhone Application Subscription for Oracle EBS, annual subscription for 100 users, for the period covering July 30, 2021 through July 29, 2024 in the funded amount of \$142,390.00. MLGW is requesting continuous maintenance of the acquired software, which can only be performed by Ventureforth, Inc. This sole source ratification and renewal complies with all applicable laws and policies. The new contract value is \$417,341.00; and

NOW THEREFORE BE IT RESOLVED by the Council of the City of Memphis, that there be and is hereby approved Change No. 1 to Contract No. 12254, vMobile Applications Suite Software Maintenance and Support with Ventureforth, Inc. to ratify and renew the current contract in the funded amount of \$142,390.00 as approved.

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
January 20, 2021

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners the approval of Change No. 1 to Contract No. 12254 (*formerly Purchase Order No. 449343*), vMobile Applications Suite Software Maintenance and Support with Ventureforth, Inc. to ratify and renew the current contract in the funded amount of \$142,390.00.

The project scope is to purchase additional software licenses and continued technical support and maintenance for both Ventureforth mobile crew time reporting and the mobile EAM reporting solution. These are third party applications integrated with Oracle EBS. vTime is used for Crews to report their time via a laptop in the field. vStores is an iPhone application that can be used by any MLGW personnel to access Storeroom On-Hand quantity information external to the MLGW Corporate network. vWork is the Oracle EAM Asset Management Field Reporting application. This change is to ratify and renew annual software maintenance, license, and support services for Ventureforth Software Maintenance and Support products which include: Mobile OTL and vWork client licenses support, vMobile server license support for the period covering December 17, 2020 through December 16, 2023. Also, the purchase includes the vStores iPhone Application Subscription for Oracle EBS, annual subscription for 100 users, for the period covering July 30, 2021 through July 29, 2024 in the funded amount of \$142,390.00. MLGW is requesting continuous maintenance of the acquired software, which can only be performed by Ventureforth, Inc. This sole source ratification and renewal complies with all applicable laws and policies. The new contract value is \$417,341.00.

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

THAT, Subject to the consent and approval of the Council of the City of Memphis, the approval of Change No. 1 to Contract No. 12254, vMobile Applications Suite Software Maintenance and Support with Ventureforth, Inc. to ratify and renew the current contract in the funded amount of \$142,390.00, as outlined in the above preamble, is approved; and further

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

I hereby certify that the foregoing is a true copy of a resolution accepted by the Board of Light, Gas and Water Commissioners at a regular ~~special~~ meeting held on 20th day of January, 2021, at which a quorum was present.


Secretary-Treasurer

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of January 20, 2021 awarded Contract No. 12163, Electric Distribution, Construction and Maintenance to Davis H. Elliot Construction Company, Inc. in the funded not-to-exceed amount of \$55,254,992.00, and is now recommending to the Council of the City of Memphis that it approves said award as approved; and

WHEREAS, the project scope is to construct and maintain the overhead electric distribution system to MLGW's most current construction standards.

WHEREAS, the Notice to Bidders was advertised using MLGW's On-Line Bid Notification System and the Memphis Daily News on April 1, 2020. MLGW solicited 16 bids; and received three (3) bids on April 28, 2020. The lowest and best bid was from Davis H. Elliot Construction Company, Inc. in the amount of \$55,254,992.00. The term of this contract is for 60 months from the date of the Notice to Proceed. This award complies with all applicable laws and policies; and

NOW THEREFORE BE IT RESOLVED by the Council of the City of Memphis, that there be and is hereby approved an award of Contract No. 12163, Electric Distribution, Construction and Maintenance to Davis H. Elliot Construction Company, Inc. in the funded not-to-exceed amount of \$55,254,992.00 as approved.

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
January 20, 2021

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners that it awards Contract No. 12163, Electric Distribution, Construction and Maintenance to Davis H. Elliot Construction Company, Inc. in the funded not-to-exceed amount of \$55,254,992.00.

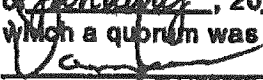
The project scope is to construct and maintain the overhead electric distribution system to MLGW's most current construction standards.

The Notice to Bidders was advertised using MLGW's On-Line Bid Notification System and the Memphis Daily News on April 1, 2020. MLGW solicited 16 bids; and received three (3) bids on April 28, 2020. The lowest and best bid was from Davis H. Elliot Construction Company, Inc. in the amount of \$55,254,992.00. The term of this contract is for 60 months from the date of the Notice to Proceed. This award complies with all applicable laws and policies.

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

THAT, Subject to the consent and approval of the Council of the City of Memphis, the approval of award of Contract No. 12163, Electric Distribution, Construction and Maintenance to Davis H. Elliot Construction Company, Inc. in the funded not-to-exceed amount of \$55,254,992.00, as outlined in the above preamble, is approved and further

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

I hereby certify that the foregoing is a true copy of a resolution accepted by the Board of Light, Gas and Water Commissioners at a regular-special meeting held on 20th day of January, 2021, at which a quorum was present.

Secretary-Treasurer

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners at its meeting held on January 20, 2021, approved payment to Tennessee One Call System, in the amount of \$130,589.80 for annual membership dues for the year 2021 plus locate request tickets.

NOW THEREFORE BE IT RESOLVED by the Council of the City of Memphis, that the payment to Tennessee One Call System in the amount of \$130,589.80, for annual membership dues for the year 2021 plus locate request tickets is approved as set forth in the foregoing preamble.

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
January 20, 2021

The Vice President of Design, Construction and Delivery presented for consideration of the Board, payment of an invoice from Tennessee One Call System for the 2021 annual membership dues plus locate request tickets in the amount of \$130,589.80.

This amount is included in the 2021 Budget.

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

THAT, subject to the consent and approval of the Council of the City of Memphis, the Secretary-Treasurer is hereby authorized and directed to have a check issued in the amount of \$130,589.80, payable to Tennessee One Call System.

I hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Light, Gas and Water Commissioners at a regular - special meeting held on 20th day of January, 2021, at which a quorum was present.


Secretary - Treasurer

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of January 20, 2021 approved Change No. 1 to Contract No. 11927, Voice and Data Services with AT&T to renew the current contract in the funded amount of \$636,000.00, and is now recommending to the Council of the City of Memphis that it approves said renewal as approved; and

WHEREAS, the project scope is to provide voice and data communication services at various MLGW locations. This change is to renew the current contract for a 24 month renewal term for the period covering July 1, 2021 through June 30, 2023 in the funded amount of \$636,000.00, with no increase in rates from the previous term. This renewal complies with all applicable laws and policies. The new contract value is \$1,590,000.00; and

NOW THEREFORE BE IT RESOLVED by the Council of the City of Memphis, that there be and is hereby approved Change No. 1 to Contract No. 11927, Voice and Data Services with AT&T to renew the current contract in the funded amount of \$636,000.00 as approved.

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
January 20, 2021

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners the approval of Change No. 1 to Contract No. 11927, Voice and Data Services with AT&T to renew the current contract in the funded amount of \$636,000.00.

The project scope is to provide voice and data communication services at various MLGW locations. This change is to renew the current contract for a 24 month renewal term for the period covering July 1, 2021 through June 30, 2023 in the funded amount of \$636,000.00, with no increase in rates from the previous term. This renewal complies with all applicable laws and policies. The new contract value is \$1,590,000.00.

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

THAT, Subject to the consent and approval of the Council of the City of Memphis, the approval of Change No. 1 to Contract No. 11927, Voice and Data Services with AT&T to renew the current contract in the funded amount of \$636,000.000, as outlined in the above preamble, is approved; and further

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

I hereby certify that the foregoing is a true copy of a resolution accepted by the Board of Light, Gas and Water Commissioners at a regular-spectat meeting held on 20th day of January, 2021, at which a quorum was present.


Secretary-Treasurer

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of January 20, 2021 approved the purchase of approximately 54,000 feet of fiber optic 192 A.D.S.S. cable and is now recommending to the Council of the City of Memphis that it approves said purchase as approved in the 2021 fiscal year budget; and

WHEREAS, the fiber optic 192 A.D.S.S. cable is needed to provide cable for new and existing electric customers, supply cable for upcoming jobs, historical usage for emergencies and to replenish inventory; and

WHEREAS, bids were opened on December 16, 2020. Notice to Bidders was advertised. Twelve (12) bids were solicited and five (5) bids were received with the lowest and best complying bidder being the firm of Engineered Sealing Components, LLC. This award complies with all applicable laws and policies; and

NOW THEREFORE BE IT RESOLVED by the Council of the City of Memphis that there be and is hereby approved the purchase of fiber optic 192 A.D.S.S. cable from Engineered Sealing Components, LLC for the sum of \$104,976.00 chargeable to the MLGW 2021 fiscal year budget.

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
January 20, 2021

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners that it awards a purchase order to Engineered Sealing Components, LLC in the amount of \$104,976.00 for fiber optic 192 A.D.S.S. cable.

The fiber optic 192 A.D.S.S. cable is needed to provide cable for new and existing electric customers, supply cable for upcoming jobs, historical usage for emergencies and to replenish inventory.

Bids were opened on December 16, 2020. Notice to Bidders was advertised. Twelve (12) bids were solicited and five (5) bids were received with the lowest and best complying bidder being the firm of Engineered Sealing Components, LLC. This award complies with all applicable laws and policies.

The 2021 budgeted amount for Telecommunication Network is \$2,834,000.00; of which \$104,976.00 will be spent on this purchase order in 2021; leaving a balance of \$2,729,024.00 after award; and

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

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

Approximately 54,000 feet – Fiber Optic 192 A.D.S.S. cable - polyethylene jacketed, (inner and outer) all dielectric self-supporting in eight (8) tubes, single-mode, shall be in full compliance with IEEE 1222 standard for A.D.S.S. cable at \$1.944 per foot;

The total award amounts to approximately \$104,976.00; f.o.b. Memphis, Tennessee, our dock, transportation prepaid; said price being firm; delivery in 20 weeks; terms net 30 days.

I hereby certify that the foregoing is a true copy of a resolution accepted by the Board of Light, Gas and Water Commissioners at a regular-special meeting held on 20th day of January, 2021, at which a quorum was present.


Secretary-Treasurer

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of January 20, 2021 approves Change No. 3 to Contract No. 11560, Professional Design Services for Fabrication and Repair Shop Design, with The Crump Firm, Incorporated to change the current contract in the funded amount not-to-exceed \$499,650.00, based on agreed upon rates, and is now recommending to the Council of the City of Memphis that it approves said change as approved; and

WHEREAS, the project scope is to provide design and construction administration services for a new fabrication and maintenance facility consisting of the following: Transformer Processing and Repair Shop, Machine Shop, Sheet Metal Shop, Electric Motor Shop, Welding/Steel Erectors Shop, Paint Shop, and Vehicle Maintenance Garage and Body Shop. This change is to extend the current contract expiration date an additional five (5) years for the period covering April 12, 2021 through April 11, 2026 to allow additional time for construction and administration work in the funded amount not-to-exceed \$499,650.00 to cover unforeseen delays. This change complies with all applicable laws and policies. The new contract value is \$3,097,650.00; and

NOW THEREFORE BE IT RESOLVED BY THE Council of the City of Memphis, that there be and is hereby approved Change No. 3 to Contract No. 11560, Professional Design Services for Fabrication and Repair Shop Design, with The Crump Firm, Incorporated to change the current contract, based on approved rates in the funded amount not-to-exceed \$499,650.00, as approved.

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
January 20, 2021

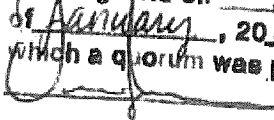
The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners, the approval of Change No. 3 to Contract No. 11560, Professional Design Services for Fabrication and Repair Shop Design, with The Crump Firm, Incorporated to change the current contract in the funded amount not-to-exceed \$499,650.00, based on agreed upon rates.

The project scope is to provide design and construction administration services for a new fabrication and maintenance facility consisting of the following: Transformer Processing and Repair Shop, Machine Shop, Sheet Metal Shop, Electric Motor Shop, Welding/Steel Erectors Shop, Paint Shop, Vehicle Maintenance Garage and Body Shop. This change is to extend the current contract expiration date an additional five (5) years for the period covering April 12, 2021 through April 11, 2026 to allow additional time for construction and administration work in the funded amount not-to-exceed \$499,650.00 to cover unforeseen delays. This change complies with all applicable laws and policies. The new contract value is \$3,097,650.00.

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

THAT, Subject to the consent and approval of the Council of the City of Memphis, the approval of Change No. 3 to Contract No. 11560, Professional Design Services for Fabrication and Repair Shop Design, with The Crump Firm, Incorporated to change the current contract, based on approved rates in the funded amount not-to-exceed \$499,650.00, as outlined in the above preamble, is approved; and further

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

I hereby certify that the foregoing is a true copy of a resolution accepted by the Board of Light, Gas and Water Commissioners at a regular-special meeting held on 20th day of January, 2021, at which a quorum was present.

Secretary-Treasurer

January 15, 2021

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

Dear Chairman Carlisle:

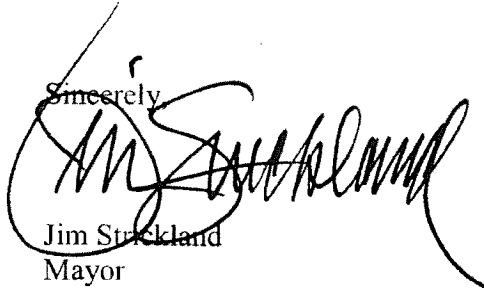
Subject to Council approval, I hereby recommend that:

Lee A. Jackson

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

I have attached biographical information.

Sincerely,



Jim Strickland
Mayor

JSS/sss

Cc: Council Members

ADOPTING ORDINANCE

ORDINANCE NO. 5769

An Ordinance Adopting and Enacting a New Code of Ordinances of the City of Memphis, Tennessee; Providing for the Repeal of Certain Ordinances Not Included Therein; Providing for the Manner of Amending such Code; and Providing When such Code and this Ordinance Shall Become Effective

WHEREAS, the Council of the City of Memphis, as the City's legislative body, has the full power and authority under the Charter of the City to codify, revise and collect in the form of a code of ordinances of a general nature, and in doing so has the full power, to amend, alter, repeal or modify any ordinance of a general nature other than contract ordinances to conform such ordinances to the legislative intent of the Council before inclusion in said code;

WHEREAS, the last official code of ordinances was adopted by the City Council on September 1, 1985 pursuant to Ordinance No. 3490 (the "1985 Code");

WHEREAS, the City has contracted with different publishing companies to republish and supplement the 1985 Code, but such republications and supplements have not been reviewed and adopted by the Council as an official code from time to time as suggested by the City's Charter;

WHEREAS, the absence of an official code of ordinances and the use of unofficial republications of the former code with amendments has created confusing and lack of certainty as to the form, content and existence of new and amending ordinances adopted since September 1, 1985;

WHEREAS, due to clerical errors and omissions there have been many instances in which new and amending ordinances adopted since September 1, 1985 have been omitted or misstated in the unofficial republications

of the City's Ordinances;

WHEREAS, the use of numbering systems in the unofficial republications of the former code that are different from that used in the 1985 Code has made placement of new and amending ordinances more difficult and more susceptible to the opinion of the publisher of the republications rather than the intent of the Council.

WHEREAS, the Council has delegated to the City Attorney and the Council's Attorney the responsibility of making a thorough review of new and amending ordinances adopted by the Council since September 1, 1985 for the purpose of producing for adoption by the City Council a new Official Code of Ordinances that accurately reflects the state of law of the City as of the date(s) of adoption by the City Council.

WHEREAS, due to the volume of ordinances to be considered and codified and the need to provide clear guidance to the City and its citizens, the City Attorney and the Council's Attorney have presented this adopting ordinance consisting of the codification of 4 of the 49 Chapters of the 1985 Code and will periodically provide for adoption by the Council supplementary codification ordinances to supplement the codification herein approved.

Be It Ordained by the Council of the City of Memphis That

Section 1. A Code of Ordinances, consisting of Chapters 1 through 49, each inclusive, and the errata thereto, is hereby adopted and enacted as the "2021 Code of Ordinances, City of Memphis, Tennessee" (the "2021 Code").

Section 2. The Chapters of the 2021 Code will be approved in a series of Codification Adoption Ordinances. As and when chapters of the 2021 Code are approved by

ordinance, such approved chapters shall supersede and replace all then existing general and permanent ordinances of the City to the extent included in such codified chapters or to the extent such ordinances are inconsistent with the provisions of the chapters so codified.

Section 3. The Council does hereby further ordain that the following chapters of the 2021 Code as presented to and considered by the Council are hereby adopted and codified, namely:

Chapter 1-General Provisions

Chapter 2-Administration

Chapter 3-Personnel

Chapter 4-Pension and Retirement System

Section 4. All provisions of the Chapters of the 2021 Code adopted and codified by this ordinance shall be in full force and effect from and after this ordinance becomes effective, and all conflicting codes, provisions, chapters, sections, paragraphs and sentences of ordinances of a general and permanent nature in existence or enacted on final passage on or before the effective date of this ordinance, and not included in the 2021 Code or recognized and continued in force by reference therein are hereby repealed from and after the effective date of this Ordinance.

Section 5. Any and all additions and amendments to the

2021 Code, when passed by ordinance in a form to specifically indicate the intention of the Council to make such additions and amendments a part of the 2021 Code, shall be deemed to be incorporated in the 2021 Code, so that reference to the 2021 Code shall be understood and intended to include such additions and amendments.

Section 6. Three (3) copies of the 2021 Code shall be kept on file in the office of the comptroller preserved in loose-leaf form, or in such other form as the comptroller may consider most expedient. The comptroller is also authorized to contract for the republication of the 2021 Code and supplements as approved by the Council in electronic format through a nationally recognized legal code publication company.

It shall be the express duty of the comptroller or someone authorized by him to insert in such copies and in their designated places all amendments or ordinances which the council has specifically approved, from time to time, to be made a part of the 2021 Code when the same have been printed or reprinted in page form, and to extract from such copies all provisions which may be from time to time repealed by the Council. Such copies shall be available for all persons desiring to examine the same.

Section 7. The provisions the 2021 Code as approved by the Council or any copy thereof which purports to be published and maintained, in written or electronic

form, by authority of the City of Memphis shall be conclusively held to be evidence of the law of the City of Memphis from and after the times of their passage, with respect to any subject or provisions contained therein, and no person shall be permitted to impeach any such code provision on the ground that it was not duly and regularly passed in accordance with the laws existing at the time of its passage. Any prior uncodified republications of ordinances of the City with respect to any subject or provisions contained in the 2021 Code shall not be read and accepted in evidence from and after the adoption of any chapter of the 2021 Code.

Section 8. The provisions the 2021 Code as approved by the Council, or any copy thereof which purports to be published by authority of the City of Memphis, may be read and accepted in evidence in any court in this State without further proof of its passage.

Section 9. All ordinances or parts of ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

Section 10. Severability. The provisions of this Ordinance are hereby declared to be severable. If any of the sections, amendments, provisions, sentences, clauses, phrases, or parts hereof are held unconstitutional or void, the remainder of this Ordinance shall continue in full force and effect.

Section 11. Effective Date. The provisions of this Ordinance shall take effect from and after the date it shall have been passed by the Council, signed by the Chairman of the Council, certified and delivered to the Office of Mayor in writing by the comptroller and become effective as otherwise provided by law.

SPONSOR:
Council Chairman

PATRICE ROBINSON
CHAIRPERSON

Substitute Ordinance No. 5771

AN ORDINANCE OF THE CITY OF MEMPHIS TO AMEND THE CITY OF MEMPHIS CODE OF ORDINANCE CHAPTER 21, TRAFFIC AND VEHICLES, ARTICLE III, OPERATION OF VEHICLES GENERALLY TO ADD SECTION 21-135 TO BE ENTITLED "NON-DRIVER PARTICIPATION IN DRAG RACING AND RECKLESS DRIVING EXHIBITIONS", TO SET PENALTIES FOR VIOLATIONS, AND FOR OTHER PURPOSES.

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

WHEREAS, pursuant to T.C. A. § 55-10-502, no person shall operate a motor vehicle or motor vehicles upon the public highways of Tennessee, or while on the premises of any shopping center, trailer park, any apartment house complex, or any other premises generally frequented by the public at large, or who is a participant therein, for the purpose of drag racing; and

WHEREAS, drag racing and reckless driving exhibitions have been on the rise in cities across the country and are an immediate threat to public safety and a nuisance to neighborhoods and commuters using various modes of transportation; and

WHEREAS, multiple deaths of innocent children have occurred in other cities due to the engagement in drag racing and reckless driving exhibitions; and

WHEREAS, cities across the country, such as Atlanta, San Diego, Sacramento, Kansas City, Albuquerque, and Milwaukee have enacted ordinances to prohibit drag racing exhibitions, including the prohibition of non-driver or spectator participation therein; and

WHEREAS, the City of Memphis has experienced an increasing occurrence of such activities over the past year; and

WHEREAS, this issue has caused multiple occurrences of public streets being shut down and made impassable; and

WHEREAS, in addition to prohibiting and penalizing drag racing and reckless driving exhibitions, it is also necessary to prohibit and penalize the organization of, and participation in, such activities, which draw large numbers of spectators, causing a disturbance of the peace and a threat to public safety; and

WHEREAS, establishing an ordinance to prohibit the organization of and participation in drag racing exhibitions, as defined herein, would enable the Memphis Police Department to more effectively combat the occurrence of such behavior; and

WHEREAS, in the interests of public safety and ensuring the well-being of motorists and pedestrians, it is necessary to amend the City of Memphis's Code of Ordinances to prohibit the organization of, and participation in, drag racing and reckless driving exhibitions.

THE CITY COUNCIL OF THE CITY OF MEMPHIS HEREBY ORDAINS as follows:

SECTION 1: That Chapter 21, Traffic and Vehicles Article III, Operation of Vehicles Generally, Section 21-135 shall be added and entitled "Non-Driver Participation in Drag Racing and Reckless Driving Exhibitions", as follows:

Sec. 21-135. - Non-Driver Participation in Drag Racing and Reckless Driving Exhibitions

(a) *For purposes of this section, the following terms shall mean:*

Drag racing and reckless driving exhibition means any motor vehicle ascertaining the maximum speed obtainable by the vehicle; ascertaining the highest obtainable speed of the vehicle within a certain distance or within a certain time limit; the use of any one or more motor vehicles for the purpose of comparing the relative speeds of the vehicle or vehicles, or for comparing the relative speeds of the vehicle or vehicles within a certain distance or within a certain time limit; the use of one or more motor vehicles in an attempt to outgain, outdistance or to arrive at a given destination simultaneous with or prior to that of any other motor vehicle; or the use of any motor vehicle for the purpose of the accepting of, or the carrying out of any challenge, made orally, in writing, or otherwise, made or received with reference to the performance abilities of one or more motor vehicles;

Organizer means any individual who in any manner knowingly takes part in the planning, organization, coordination, facilitation, advertising or sharing of the location for any such drag race, or collect moneys in connection with an drag racing exhibition, as defined herein;

Participant means any individual who is knowingly present at an drag racing exhibition for the purpose of actively taking part in the event, through conduct including riding in a race vehicle as a passenger; assisting the organizers and/or drivers in carrying out or promoting the event; or exchanging money or anything of value with any driver, car owner, or other participant in connection with the event. For the purposes of this section, a person who is a mere bystander, passerby, or observer not aware of the illegal activity shall not be deemed a participant.

(b) *Violations.*

(1) No person shall knowingly act as an organizer of a drag racing or reckless driving exhibition, as defined herein.

(2) Except as provided elsewhere in this chapter, no person shall knowingly act as a participant in a drag racing or reckless driving exhibition, as defined herein.

(d) *Penalties.*

(1) Anyone found in violation of this chapter commits a Class C misdemeanor and shall be subject to a \$50.00 fine.

(e) *Exemptions.*

This section shall not apply to licensed or duly authorized racetracks, drag strips, or other designated areas set aside by proper authorities for such purposes.

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

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

Sponsor
Ford Canale

Chairwoman
Patrice Robinson

Substitute Ordinance No. 5774

AN ORDINANCE OF THE CITY OF MEMPHIS TO AMEND THE CITY OF MEMPHIS CODE OF ORDINANCE CHAPTER 22, NOISE, SECTION 22-12 TO ADD SUBSECTION 22-12 (B) REGARDING MUFFLER NOISE VIOLATIONS AND PENALTIES

WHEREAS, the citizens of Memphis have a continued interest in public safety and the most efficient use of law enforcement; and

WHEREAS, City Council desires to modernize the current ordinance and strengthen the ordinance regarding vehicle noise regulations; and

WHEREAS, the Memphis Police Department supports efforts to reduce loud vehicle noise disturbances; and

WHEREAS, City Council finds it necessary for the health, safety and welfare of citizens to amend the ordinance to regulate vehicle noise and to ensure all muffler violations shall require a mandatory court appearance.

SECTION 1. NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEMPHIS that Chapter 22 of the Code of Ordinance regarding Noise is hereby amended to add subsection 22-12 (b):

Sec. 22-12. - Mufflers

It is unlawful for any person to operate or cause to be operated any *muffler* attached to any motor vehicle or any other mechanized unit which produces noise within the city.

Sec. 22-12 (b) – Violation and Penalties

Violations of this section shall be prosecuted in the same manner as other misdemeanor violations of this Code and shall be initiated upon issuance of a traffic citation ticket and shall require a mandatory court appearance.

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

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

Sponsor:
Ford Canale

Chairwoman
Patrice Robinson

Substitute Ordinance No. 5775

AN ORDINANCE OF THE CITY OF MEMPHIS TO AMEND THE CITY OF MEMPHIS CODE OF ORDINANCE CHAPTER 21, TRAFFIC AND VEHICLES, ARTICLE X, VEHICLE EQUIPMENT AND LOADS TO ADD SUBSECTION 21-335 (B) AND SECTION 21-336 (B) REGARDING MUFFLER VIOLATIONS AND PENALTIES

THE CITY COUNCIL OF THE CITY OF MEMPHIS HEREBY ORDAINS as follows:

SECTION 1: That Chapter 21, Traffic and Vehicles Article X, Vehicle Equipment and Load, Section 21-335 and Section 21- 336 shall be amended to add the following new subsection to be known as Section 21-335 (b) and Section 21-336 (b):

Sec. 21-335. - Muffler required.

No person shall drive a motor vehicle on a street unless such motor vehicle is equipped with a muffler in good working order and in constant operation to prevent excessive or unusual noise, annoying smoke and the escape of excessive gas, steam or oil.

Sec. 21- 335 (B) – Violations and penalties

Violations of this section shall be prosecuted in the same manner as other misdemeanor violations of this Code and shall be initiated upon issuance of a traffic citation ticket and shall require a mandatory court appearance.

Sec. 21-336. - Muffler cutout prohibited.

It is unlawful to use a muffler cutout on any motor vehicle upon a street.

Sec. 21-336 (B) – Violations and penalties

1st Violation - shall be prosecuted in the same manner as other misdemeanor violations of this Code and shall be initiated upon issuance of a traffic citation ticket and shall require a mandatory court appearance.

2nd Violation - shall be prosecuted in the same manner as other misdemeanor violations of this Code, punished by a fine not to exceed \$50.00 and shall require a mandatory court appearance.

3rd Violation - shall be prosecuted in the same manner as other misdemeanor violations of this Code, punished by a fine not to exceed \$100.00 and shall require a mandatory court appearance.

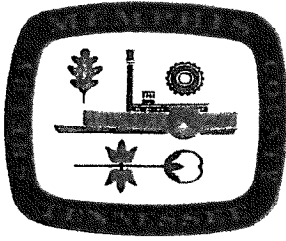
SECTION 2. BE IT FURTHER ORDAINED BY THE COUNCIL OF THE CITY OF MEMPHIS that the provisions of this Ordinance are hereby severable. If any of these

sections, provisions, sentences, clauses, phrases or parts are held unconstitutional or void, the remainder of this Ordinance shall continue in full force and effect.

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

Sponsor:
Ford Canale

Chairwoman
Patrice Robinson



Memphis City Council Summary Sheet

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

This is a Resolution requesting the approval for the sale of City owned 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.

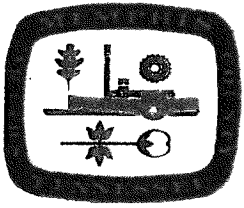
This item does not require a change to an existing ordinance.

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.

Shelandra Y. Ford
Shelby County Register of Deeds

Select Language ▼



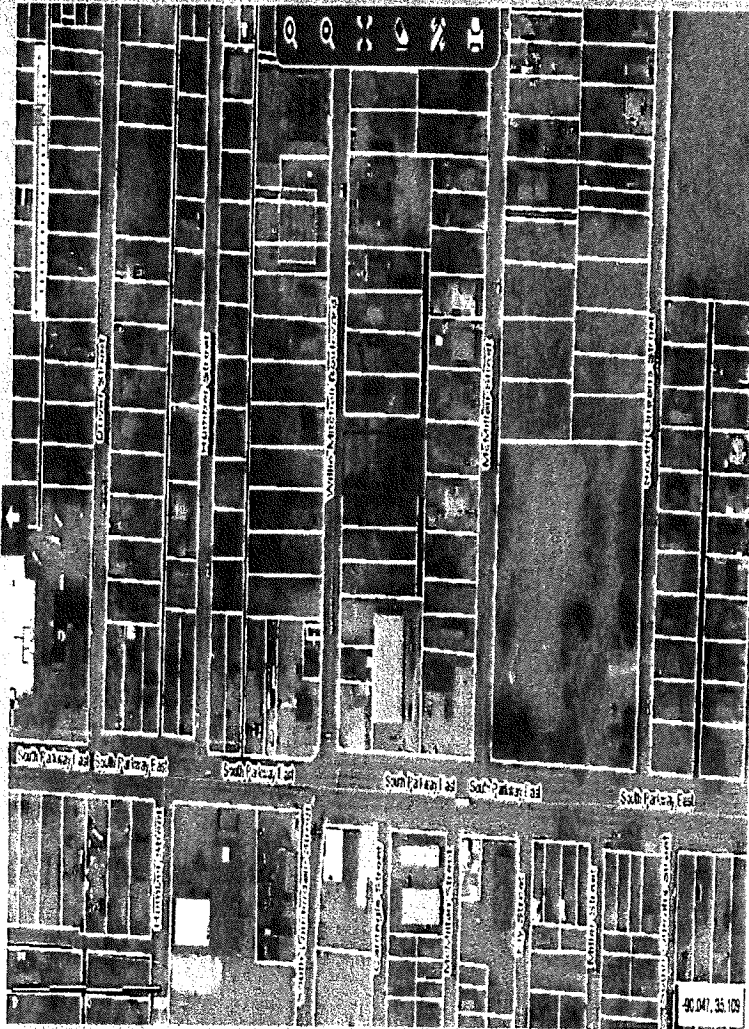
Search **Deeds** Lines

Property Details

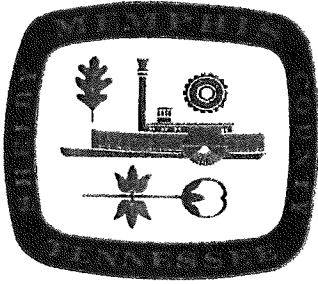
Owner Name: CITY OF MEMPHIS
 Property Address: 1418 HULLIE MITCHELL BLVD
 Parcel ID: 0250810003
 Appraisal: \$3,000
 Tax District: MEMPHIS
 Tax Map: 157E
 Year Built:
 Lot Number: 687
 Subdivision: WORMAN-CARBERRY
 Plat Book & Page: LANSCHON
 Dimensions: 60 X 205
 Total Acres: 0.8765
 Owner Address: 701 N MAIN ST
 MEMPHIS TN 38107 2011
 Class: EXEMPT
 Use: VACANT LAND
 Longitude: -90.0430661
 Latitude: 35.1083651

Appraisal Info
 Assessment Tax Info
 County Tax Info
 Google Maps
 Search Most Recent Property Records

Instr / Type	822233 WARRANTY DEED
Sales Date/Price	10/25/2008 \$52,000.00
Instr / Type	680895 CURT CLAIM
Sales Date/Price	7/26/1984 \$0.00
Instr / Type	192070 CURT CLAIM
Sales Date/Price	11/23/1996 \$0.00
Instr / Type	6225-313 LANSCHON
Sales Date/Price	12/26/1983 \$12,500.00



© 2018 SHELANDRA Y FORD, SHELBY COUNTY REGISTER OF DEEDS

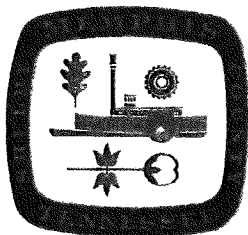


Memphis City Council Summary Sheet

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

1. A resolution to amend ~~the~~ 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-wide (all Council Districts)*
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, "*National and Regional Energy Burdens Report*", 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	<u>\$669,384.44</u>
------------------------------------------------------------	---------------------

EXPENDITURES

Low Income Home Energy Assistance Program Grant	<u>\$669,384.44</u>
-------------------------------------------------	---------------------

**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 Plan 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. Compensation Firm. 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. Travel Compensation. 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. Invoice Requirements. 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

- a. 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:
 - i. 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. Budget Line-items. 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. Disbursement Reconciliation and Close Out. 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. Cost Allocation. 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. Prerequisite Documentation. 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. Required Approvals. 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. Termination for Convenience. 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. Subcontracting. 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. Conflicts of Interest. 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. Communications and Contacts. 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. Subject to Funds Availability. 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. Nondiscrimination. 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. HIPAA Compliance. 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. Public Notice. 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. Licensure. 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. Records. 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. Monitoring. 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. Progress Reports. 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. **Strict Performance**. 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. **Limitation of State's Liability**. 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. Tennessee Department of Revenue Registration. 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. Charges to Service Recipients Prohibited. 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. State and Federal Compliance. 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. Completeness. 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. Severability. 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. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

- D.33. Iran Divestment Act. 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. Debarment and Suspension. 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;
 - b. 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. Confidentiality of Records. 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. Conflicting Terms and Conditions. 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. Confidentiality of Records. 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:
- i. 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 MEMPHIS DIVISION OF HOUSING AND COMMUNITY DEVELOPMENT:

Paul Young, Executive Director

DATE

TENNESSEE HOUSING DEVELOPMENT AGENCY:

Cynthia Peraza, Director of Community Programs

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			
1. 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

Sign

11/24/2020

Approved By: Harry Green Sr., Sr. Finance Administrator

Print Name, Title

Sign

ATTACHMENT B

Federal Award Identification Worksheet

Sub recipient's name (must match registered name in DUNS)	City of Memphis Division of Housing and 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 sub recipient	To be determined based on county poverty 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 awarding official	Lauren Christopher, Director Administration for Children and Families 370 L'enfant Promenade, S.W. Washington, DC 20447
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	N/A

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.**

- City of Memphis Division of Housing and Community Development is subject to an audit 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 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

Is 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.

Is 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
3rd Floor, WRS Tennessee Tower
312 Rosa L Parks Avenue
Nashville, TN 37243

Parent entity's contact information

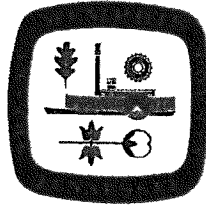
Name of primary contact person: Paul A. Young

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



Memphis City Council Summary Sheet

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 ordinance 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	<u>\$121,120.00</u>
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:

Project Title	Maxson Primary Sludge Force Main Replacement
Project Number	SW20203
Total Amount	\$1,332,320.00

Resolution to support a Group Violence Intervention Program

WHEREAS, the City of Memphis is committed to the safety, health, and welfare of all its residents; and

WHEREAS, ensuring the safety of Memphis residents, public safety officers, and visitors is a top priority for the City of Memphis; and

WHEREAS, this year, Memphis has experienced a record-setting number of homicides and aggravated assaults, with number over the 2016 rate, and with far too many shootings; and

WHEREAS, the COVID-19 pandemic has negatively impacted the crime rate within the City of Memphis, including an uptick from last year's murder rate due to the increased financial strain placed on many from the loss of employment and the lack of outlets away from home; and

WHEREAS, young Memphians are being adversely affected by the unprecedented violent crime rate that Memphis is facing this year; and

WHEREAS, these young people represent the future of our City and are too valuable to our future to ignore; and

WHEREAS, violent crime in Memphis has restrained the ability of our City to address the issues of neglect, poverty, education and employment; and

WHEREAS, it is necessary to address and combat drivers of violent crime in Memphis to focus on the educational and financial aspects of life that Memphians must consider daily.

WHEREAS, evidence based and promising comprehensive violence reduction strategies are being employed with success in other major cities; and

WHEREAS, law enforcement alone cannot be government's sole response to the complex web of social and economic forces that result in violence; and

WHEREAS, through significant research, review of prior practice, evidence from DoJ and OJJDP (Office of Juvenile Justice and Delinquency Prevention) and experts on the subject like Thomas Abt author of "Bleeding Out" the Mayor has proposed a Group Violence Intervention Program (GVIP) that will employ the public health approach to reducing violent crime with the aim of changing individual behaviors and changing our collective norms through five focused program areas:

1. Suppression – through reimagined policing practices and focused deterrence

2. Intervention and Outreach – In the streets, in the schools and in our hospitals, interrupting violence and connecting those most at risk to services they need
3. Prevention – Promoting jobs, learning, and opportunities with an emphasis on building skills our young people need to be productive
4. Community Mobilization - galvanizing our community against this epidemic by bringing young people, neighborhood residents, community organizations, and law enforcement together to address the underlying causes of the violence.
5. Organizational Change - Transforming policies, coordinating practices, and advocating for changes necessary to reduce youth gun violence.

NOW, THEREFORE, BE IT RESOLVED that the Memphis City Council emphatically supports this comprehensive approach to violence reduction in our City, calls for its immediate implementation, encourages the Mayor and Administration to provide detailed budgets for City Council approval and to identify other public and philanthropic sources of funding to facilitate and sustain the work, and calls upon other local government, non-profit and private organizations, and community leaders and activists to align with, stand behind and support this effort.

Sponsor: Jeff Warren

Frank Colvett, Chairman



Resolution to Amend the Debt Management Policy

WHEREAS, the City is poised to execute on a project identified as *Accelerate Memphis: Investment in Neighborhoods (Accelerate Memphis)* to facilitate catalytic community projects in neighborhoods throughout the City, all of which are intended to accelerate growth by improving quality of life, driving equity and inclusion, improving connectivity, and providing a transformative investment in our City; and

WHEREAS, project Accelerate Memphis necessitates a debt model structure identified as “balloon indebtedness” that requires submission to and approval by the Tennessee Comptroller of the Treasury for execution; and

WHEREAS, Public Chapter 766, Acts of 2014 (the “Act”) requires the Comptroller of the Treasury to approve plans of balloon indebtedness and authorizes the State Funding Board to establish guidelines with respect to such approval; and

WHEREAS, prior to the submission of a Plan of Balloon Indebtedness to the Comptroller of the Treasury, the local government must have amended its Debt Management Policy to permit the issuance of debt with a balloon indebtedness structure and included criteria to determine the appropriateness of delaying principal payments at a higher interest cost than a level principal or level debt service structure; and

WHEREAS, to accommodate the authority to seek State approval of a Plan of Balloon Indebtedness as defined in Tennessee Code § 9-21-134, it is necessary and desired to amend the current Debt Management Policy of the City of Memphis to include such required language as necessitated by the Act; and

WHEREAS, the amended City of Memphis Debt Management Policy is attached as Exhibit A to this resolution.

NOW, THEREFORE BE IT RESOLVED, that the Memphis City Council hereby approves the amended City of Memphis Debt Management Policy, attached hereto as Exhibit A, to include such language as to allow for authorization to seek approval for a Plan of Balloon Indebtedness from the Comptroller of the Treasury.

NOW, THEREFORE BE IT FURTHER RESOLVED, that amendment of the City of Memphis Debt Management Policy is approved upon the City of Memphis seeking approval for a Plan of Balloon Indebtedness for the sole purpose of executing the project identified as Accelerate Memphis.

Resolution to Amend the Debt Management Policy

EXHIBIT A

DEBT MANAGEMENT POLICY



CITY OF MEMPHIS

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PURPOSE

The City of Memphis recognizes the foundation of any well-managed debt program is a comprehensive debt management policy. The purpose of this policy is to establish parameters and provide guidance governing the issuance, management, continuing evaluation of and reporting on all debt obligations issued by the City, and to provide for the preparation and implementation necessary to ensure compliance and conformity with this policy and Federal, State, and local laws, rules, and regulations.

POLICY STATEMENT

Debt is a valuable source of capital project financing, and its use should be limited to projects that relate to the mission and strategic objectives of the City. The amount of debt incurred impacts the financial health of the City, its credit rating, and its cost of capital. The City will consider other funding opportunities (e.g., grants from federal, state and other sources; current revenues and fund balances; private sector contributions; public/private partnerships; etc.) when appropriate and advantageous to the City.

Under the governance and guidance of Federal and State laws and the City's Charter, ordinances and resolutions, the City will periodically enter into debt obligations to finance the construction, improvement or acquisition of infrastructure and other assets or to refinance existing debt for the purpose of meeting its governmental obligation to its residents. It is the City's desire and direction to ensure that such debt obligations are issued and administered in such fashion as to obtain the best long-term financial advantage to the City and its residents, while making every effort to maintain and improve the City's bond ratings and reputation in the investment community.

The issuance of debt to finance operating deficits is not permitted. However, the City may, pursuant to TCA §§9-21-801 et seq., issue Tax Anticipation Notes for the purpose of meeting appropriations for the then current fiscal year. The City may also issue Funding Bonds pursuant to TCA §§9-11-101 et seq. for the purpose of funding warrants, notes, or other indebtedness not evidenced by bonds which shall be outstanding at the close of the fiscal year immediately preceding authorization for issuance of such Funding Bonds.

GOALS AND OBJECTIVES

The primary goals of this policy are to provide the City with written guidelines to ensure quality debt management decisions concerning the amount, type, and structure of debt in the City's debt portfolio; promote consistency and continuity in the decision making process; demonstrate a commitment to long-term financial planning objectives; and ensure that debt management decisions comply with all laws related to debt issuance and are considered responsible by rating agencies, the investment community and taxpayers.

The guidelines outlined in this policy should be utilized as reference tools in making decisions involving the issuance and management of the City's debt. Specifically, this is intended to assist the City in the following:

- Establish clear criteria and promote prudent financial management for the issuance of all debt obligations to reflect responsibility, a good corporate image, and due care;
- Identify acceptable debt limits originating from legal, public policy, and financial and budgetary considerations;
- Maintain appropriate resources and funding capacity for present and future capital needs;
- Ensure the City's debt issuance conforms to all federal, state, and local laws; and
- Manage the City's exposure to interest rate and other inherent risks associated with certain debt instruments and derivative products.

CAPITAL IMPROVEMENT PROGRAM AND FINANCING SYSTEM

A sound debt management program begins with a well-devised Capital Improvement Program. A Capital Improvement Program, or CIP, is a short-range plan, usually four to ten years, which identifies capital projects and equipment purchases, provides a planning schedule and identifies options for financing the plan.

The City's CIP is a five-year plan that is updated annually to reflect the latest priorities and to provide updated cost estimates and available revenue sources. The CIP process begins each October with the submission of projects by each division. Costs and priorities for the projects are developed through a planning process that includes the Capital Committee and the Budget Office.

The planning process identifies funding sources for each project and analyzes the conformance of planned financings with policy targets regarding the magnitude and composition of the City's indebtedness, and the economic and fiscal resources of the City to bear such indebtedness over the life of the debt. The affordability of the plan is evaluated in consultation with the various City divisions. Projects in the CIP are ranked using various criteria such as the availability of funds, importance to the overall mission of the division and strategic priorities of the Mayor and City Council.

Projects are reviewed by the administration based on need, impact of the area, quality of life in our neighborhoods and the general economic climate of the City. The Mayor submits the proposed CIP to the City Council for adoption. Adoption by the City Council allocates funds for the first year of the program with specific language on how to appropriate and spend capital funds contained in the CIP resolution.

It is the responsibility of the Deputy Chief Financial Officer, within the context of the CIP, to oversee and coordinate the timing, process of issuance, and marketing of debt obligations required in support of the CIP. In this capacity, the Deputy Chief Financial Officer shall make recommendations to the Chief Financial Officer regarding necessary and desirable actions and shall keep him/her informed through regular and special reports as to the progress and results of current-year activities under the CIP.

DEBT AUTHORIZATION

The City's charter authorizes the City to issue general obligation bonds subject to adoption of a bond resolution by the City Council. Sections of the Tennessee Code Annotated and the Federal Tax Code may govern the issuance or structure of the City's debt.

DEBT LIMITATIONS AND AFFORDABILITY

G.O. Debt Limitation

Although there are no statutory limitations on the amount of general obligation debt the City can issue, the City shall conduct its finances so that the amount of general obligation debt outstanding does not exceed twelve percent (12%) of the City's taxable assessed valuation.

Limitations on General Fund Credit Support

As part of City's financing activities, non-ad valorem General Fund resources may be used to provide credit support for public or private projects that meet high priority City needs. Key factors that will be considered in determining whether or not the General Fund should be used to secure a particular debt obligation will include the following:

- Demonstration of underlying self-support, thus limiting potential General Fund financial exposure;
- Use of General Fund support as a transition to a fully stand-alone credit structure, where interim use of General Fund credit support reduces borrowing costs and provides a credit history for new or hard to establish credits; and
- General Fund support is determined by the Chief Financial Officer to be in the City's overall best interest.

Limitations on the Issuance of Revenue-Secured Debt Obligations

The City shall seek to finance the capital needs of its revenue producing enterprise activities through the issuance of revenue-secured debt obligations. Prior to issuing revenue-secured debt obligations the City in consultation with the appropriate City divisions will develop financial plans and projections showing the feasibility of the planned financing, required rates and charges needed to support the planned financing, and the impact of the planned financing on

ratepayers, property owners, City divisions, and other affected parties. The amount of revenue-secured debt obligations issued by the City will be limited by the economic feasibility of the overall financing plan as determined by the Chief Financial Officer.

Pledge of Restricted Funds to Secure Debt

The City has the authority to make an irrevocable pledge of a security interest in an account created exclusively for the security of holders of City obligations. Before such funds are used to secure a prospective financing, guidelines regarding the use of such restricted funds shall be developed by the affected division and the Deputy Chief Financial Officer, subject to approval by the Chief Financial Officer, to ensure that the use of such funds does not violate restrictions on such funds and that underlying program commitments can be maintained in addition to meeting debt service obligations on debt secured by the restricted funds. The pledge and use of such restricted funds shall be subject to the approval of City Council.

Affordability

The City is aware of the need to gauge the effect of ongoing debt service on its budgets and fiscal priorities over time. As part of the debt management process, the City will consider generally accepted debt affordability standards in evaluating the timing and amount of debt that is issued. Long-term debt obligations incorporated in debt ratios include general obligation debt and general fund backed obligations such as capital leases. While other long-term liabilities such as unfunded pension liabilities are taken into account in determining the overall credit rating of the City, they may be excluded in these ratios unless they are owed to a third party over a predetermined schedule such as pension obligation bonds.

Affordability ratios may include but are not limited to:

- Debt as a percent of assessed valuation;
- Debt per capita; and
- Debt service as a percentage of operating budget.

DEBT STRUCTURE

The City shall establish all terms and conditions relating to the issuance of debt obligations and will invest all proceeds of such obligations pursuant to the terms of the authorizing resolution and the City's Investment Policy where applicable.

Rapidity of Long-Term Debt Repayment

Generally, borrowings by the City should be of a duration that does not exceed the economic life of the improvement that it finances and where feasible should be shorter than the projected economic life. The City shall strive to repay the principal amount of its long-term general obligation by at least fifty-five percent (55%) or greater within ten years unless in the case

of issuing Balloon Indebtedness, as provided below. The City may choose to structure debt repayment so as to wrap around existing obligations or to achieve other financial planning goals.

Term

The term of any debt obligation or portion thereof used to fund a capital project shall not be greater than the useful life of the project. Generally, the final maturity of the indebtedness should be restricted to no more than thirty-one years after date of issuance unless otherwise specified in the authorizing resolution. The structure of each debt obligation shall at all times comply with federal, state, and local laws, rules, and regulations.

Balloon Indebtedness

Public Chapter 766, Acts of 2014, codified as Tenn. Code Ann. § 9-21-134 (the "Act"), requires that prior to the adoption of any action authorizing the issuance of Balloon Indebtedness, as defined within the Act, local governments shall submit a plan of balloon indebtedness to the Comptroller of the Treasury for approval. The Comptroller of the Treasury or the Comptroller's designee shall evaluate each plan of balloon indebtedness based on the plan's particular circumstances and shall approve the plan only if a determination is made that the repayment structure is in the public's interest.

The Act states that the Comptroller of the Treasury or the Comptroller's designee shall report the comptroller's approval or disapproval of the plan of balloon indebtedness to the governing body within fifteen (15) business days after receipt of the plan and all requested supplemental documentation.

Generally speaking, Balloon Indebtedness includes any indebtedness that: (i) has a final term to maturity totaling thirty-one (31) or more years from the original date of issuance of the indebtedness, including any subsequent refinancing thereof; (ii) delays principal repayment for more than three (3) years after the date of issuance; (iii) capitalizes interest beyond the later of the construction period or three (3) years from the date of issuance; or (iv) does not have substantially level or declining debt service.

The City recognizes that Balloon Indebtedness generally is not in the public's interest as delaying principal payments will usually lead to higher interest costs than a level principal or level debt service structure. Nevertheless, Balloon Indebtedness can be beneficial to the City in certain circumstances, particularly when viewed in the overall context of the City's outstanding debt and budget capacity.

The following examples provide situations in which the City may consider the issuance of Balloon Indebtedness. It should be noted that these examples specifically do not include a goal of simply delaying the repayment of principal on an issue for an extended period of time. The issuance of Balloon Indebtedness may be considered in, but is not limited to, the following:

- In the case of issuing new bonds to fund extraordinary or non-recurring capital projects with extended construction periods, a Balloon Indebtedness structure could potentially enable the City to structure the debt service to better match anticipated revenues to be received

following the completion of such projects or in consideration of the City's aggregate debt service structure; and

- In the case of a refunding issue, the principal payments on the refunding bonds could be scheduled to occur in the same years as the principal payments on the refunded bonds and the debt service savings resulting from refunding will be approximately level or proportional to the debt service of the refunded bonds during the principal repayment period of the refunding bonds.

In any of the cases such as described above where issuance of Balloon Indebtedness could be beneficial and in the public's interest, the City will ensure that any projected revenues used to secure the debt will:

- Be sufficient to pay for the debt being considered;
- Be sufficient to pay all of its other operating expenses and outstanding debt service secured by the same projected revenues; and
- Not hinder the City's ability to fund future capital needs or issue future debt with a level or declining debt service structure.

The City will also consider the possible reduction of the City's future debt capacity within the current projected revenue stream and the flexibility to use future revenues for other purposes.

If the City determines it is in the public's interest to issue Balloon Indebtedness, the City may present a Plan of Balloon Indebtedness to the Comptroller of the Treasury for approval in accordance with the Act, prior to the adoption of any authorizing resolution for debt structured as Balloon Indebtedness.

TYPES OF DEBT

There are many different types of debt instruments that are available to the City. Most of which require the approval of City Council by resolution or ordinance. The following are brief summaries of the various types of long-term and short-term financing instruments the City is authorized to consider.

General Obligation Bonds

The City may pledge its full faith, credit and unlimited taxing power as to all taxable property in the City or a portion thereof, if applicable, to the punctual payment of principal of and interest on bonds or notes issued to finance any public works project as defined in TCA §§9-21-105. When issuing general obligation bonds, the following must be considered:

- The resolution authorizing the issuance must contain certain information as provided in TCA §§9-21-205;

- Once the resolution is passed, a public notice must be published once in a newspaper of general circulation containing the initial resolution as required by TCA §§9-21-206; and
- General obligation bonds may not be sold for less than 98 percent of par value and accrued interest as required by TCA §§9-21-202.

Revenue Bonds

Revenue bonds are obligations payable from revenues generated from specifically designated sources. Revenue bonds are typically issued for capital projects which can be supported from project or enterprise related revenues.

Pursuant to TCA §§9-21-303 et seq., revenue bonds may not be sold for less than 97 percent of par value and accrued interest and may not have a term greater than 40 years.

Notes

Pursuant to Title 9, Chapter 21 of Tennessee Code Annotated, the City may issue the following types of notes: bond anticipation notes, capital outlay notes, grant anticipation notes, tax anticipation notes, and healthcare anticipation notes. Such notes are subject to the approval of the Office of State and Local Finance.

Lease/Lease Purchase Agreements and Aid and Assistance

Pursuant to TCA §§7-51-903 et seq., the City may enter into leases and lease purchase agreements. However, when the term of the lease or lease renewal for real property is greater than five years or when the lease or lease purchase is for tangible personal property such as equipment or machines of any term, the approval of City Council by resolution or ordinance is necessary.

Pursuant to TCA §§7-53-311 and 7-53-315, the City may enter into leases or lease-purchase agreements of projects, or otherwise aid or provide assistance for projects or portions of projects, with the approval of City Council by resolution or ordinance.

Such leases and lease purchase agreements, or other agreements to provide aid or assistance, are not subject to the approval of the Office of State and Local Finance.

Funding Bonds

Pursuant to TCA §§9-11-101 et seq., the City may issue Funding Bonds for the purpose of funding warrants, notes, or other indebtedness not evidenced by bonds which shall be outstanding at the close of the fiscal year immediately preceding authorization for issuance of such Funding Bonds.

Loan Obligations

The City may use loan obligations to fund capital projects. Such loan obligation may include but is not limited to a State Revolving Fund loan, a loan through the U. S. Department of Housing and Urban Development Section 108 Loan Guarantee Program, or a loan with a conduit issuer such as an Industrial Development Board.

Interfund Loans

Pursuant to TCA §§9-21-408 and TCA §§9-21-1104, the City is authorized to make interfund loans in accordance with procedures for issuance of notes under TCA Title 9, Chapter 21, Parts 5, 7, 8 or 11 and TCA §§9-21-604.

All such borrowings are to be considered temporary loans from one fund to another and should be used to assist the City in managing the availability of cash for activities authorized and approved by City Council. Furthermore, the eventual source of repayment for each borrowing should be clearly demonstrated at the time of the borrowing and such borrowing should not be made to the detriment of any function or project of the lending fund.

Interfund loans shall be evidenced by a formal loan agreement and are subject to the approval of City Council by resolution or ordinance and the approval of the Office of State and Local Finance as the designee of the Comptroller of the Treasury.

A State Form CT-0253 must be prepared for each interfund loan and presented to City Council with a copy to the Office of State and Local Finance.

Pension Obligation Bonds

Pension Obligation Bonds ("POBs") are financing instruments used to pay some or all of the unfunded pension liability of a pension plan.

Revenue Securitization

Revenues are said to be secured when the right to receive such revenues is sold to investors at a discounted price in exchange for an upfront, lump-sum payment. The current value of the receivable is determined by applying a discount rate to the projected revenue stream.

Tax Increment Financing

Tax Increment Financing ("TIF") is a method to use future gains in taxes to finance current improvements which theoretically will create the conditions for those future gains.

DERIVATIVE PRODUCTS

Derivative products can be important interest rate management tools that, when used properly, can increase the City's financial flexibility, provide opportunities for interest rate savings,

alter the pattern of debt service payments, create variable rate exposure, change variable rate payments to fixed rate, and otherwise limit or hedge variable rate payments.

This policy will govern the City's use of financial derivative products, such as swaps, swaptions, caps, floors, collars, etc. ("derivatives"). The failure by the City to comply with any provision of this policy will not invalidate or impair any derivative agreement.

Purpose of Derivatives

Derivatives may be used for the following purposes only:

1. To achieve significant savings as compared to a product available in the bond market. Significant savings shall be calculated after adjusting for (a) applicable fees, including takedown, remarketing fees, credit enhancement and legal fees, and (b) options that may be available. Examples may include synthetic fixed rate debt and synthetic variable rate debt. Alternatively, significant savings are deemed to occur if the use of derivatives helps to achieve diversification of a particular bond offering;

2. To enhance investment returns within prudent risk guidelines;

3. To prudently hedge risk in the context of a particular financing or the overall asset/liability management of the City's debt. Examples may include buying interest rate caps and entering into delayed start swaps;

4. To incur variable rate exposure within prudent guidelines, such as selling interest rate caps or entering into a swap in which the City's payment obligation is floating rate; and

5. To achieve more flexibility in meeting overall financial objectives than can be achieved in conventional markets. An example may include a swaption with an up-front payment.

Legality

The City must receive an opinion from a nationally recognized law firm that the agreement relating to the derivative is a legal, valid and binding obligation of the City and entering into the transaction complies with applicable law.

No Speculation

Derivatives shall not be used for purposes outside of prudent risks that are appropriate for the City.

Methods of Soliciting and Procuring Derivatives

In general, the City should procure derivatives by competitive bidding. The City shall determine which parties and the number of parties it will allow to participate in a competitive transaction. The City may allow one or more bidders in addition to the winning bidder to participate in the transaction if the City deems such participation to be in its best interests.

Notwithstanding the above, the City may procure derivatives by negotiated methods in the following situations:

The City may enter into a derivatives transaction on a negotiated basis if the City makes a determination that due to the size or complexity of a particular derivative transaction, a negotiated transaction would result in the most favorable pricing. In this situation, the City should attempt to price the derivative based upon an agreed-to methodology relying on available pricing screens to obtain inputs to a mathematical model. If appropriate, the City should use a financial advisory firm to assist in the price negotiations.

The City may enter into a derivatives transaction on a negotiated basis if it determines, in light of the facts and circumstances, that doing so will promote its interests by encouraging and rewarding innovation or the substantial commitment of time and resources by a counterparty.

Regardless of the method of procurement, the City shall obtain an independent finding that the terms and conditions of any derivative entered into reflect a fair market value of such derivative as of the date of its execution.

Aspects of Risk Exposure Associated with Such Contracts

Before entering into a derivative, the City shall evaluate all the risks inherent in the transaction. These risks to be evaluated should include counterparty risk, termination risk, rollover risk, basis risk, tax event risk and amortization risk.

The City shall endeavor to diversify its exposure to counterparties. To that end, before entering into a transaction, it should determine its exposure to the relevant counterparty or counterparties and determine how the proposed transaction would affect the exposure. The exposure should not be measured solely in terms of notional amount, but rather how changes in interest rates would affect the City's exposure ("Value at Risk"). The Value at Risk should be based on all outstanding derivative transactions of the City. The City may also elect to take into account the exposure of the City and any related entities to a particular counterparty.

Counterparty Credit Standards

Many derivative products create for the City a continuing exposure to the creditworthiness of financial institutions that serve as the City's counterparties on derivative transactions. To protect its interests in the event of a credit problem, the City will take a three-tiered approach.

Use of highly rated and experienced counterparties

Standards of creditworthiness, as measured by the credit ratings, will determine eligible counterparties. Differing standards may be employed depending on the term, size and interest-rate sensitivity of a transaction, types of counterparty, and potential for impact on the City's credit ratings. In addition, eligible counterparties should have demonstrated experience in successfully executing derivative transactions.

Collateralization on Downgrade

If a counterparty's credit rating is downgraded below a specified threshold, the City will require that its exposure to the counterparty be collateralized as per an ISDA Credit Support Annex.

Termination

If a counterparty's credit is downgraded below a second (lower) threshold, the City may exercise a right to terminate the transaction prior to its scheduled termination date. The City will seek to require, whenever possible, that terminations triggered by a counterparty credit downgrade will occur on the side of the bid-offered spread which is most beneficial to the City, and which would allow the City to go back into the market to replace the downgraded party with another suitable counterparty at no out-of-pocket cost to the City.

Long-Term Implications

In evaluating a particular transaction involving the use of derivatives, the City shall review long-term implications associated with entering into derivatives, including costs of borrowing, historical interest rate trends, variable rate capacity, credit enhancement capacity, opportunities to refund related debt obligations and other similar considerations.

Reporting in Financial Statements

The City shall reflect the use of derivatives on its financial statements in accordance with generally accepted accounting principles.

SHORT-TERM DEBT AND INTERIM FINANCING VARIABLE-RATE SECURITIES

When appropriate, the City may choose to issue securities that pay a rate of interest that varies according to a pre-determined formula or results from a periodic remarketing of the securities. The decisions to issue such securities must be reviewed and approved by the Chief Financial Officer before City Council is requested to approve their issuance.

Lines and Letters of Credit

Where their use is judged to be prudent and advantageous to the City, the City has the power to enter into agreements with commercial banks or other financial entities for purposes of acquiring lines or letters of credit that shall provide the City with access to credit under terms and conditions as specified in such agreements. Any agreements with financial institutions for the acquisition of lines or letters of credit shall be approved by City Council.

Bond Anticipation Notes

Where their use is judged to be prudent and advantageous to the City, the City may choose to issue Bond Anticipation Notes as a source of interim construction financing. The sale of such notes requires the approval of City Council and the Director of State and Local Finance.

Tax Anticipation Notes

Pursuant to TCA §§9-21-801 et seq., the City may issue Tax Anticipation Notes for the purpose of meeting appropriations for the then current fiscal year in anticipation of the collection of taxes and revenues of that fiscal year in amounts not exceeding sixty percent (60%) of such appropriation. The sale of such notes requires the approval of City Council and the Director of State and Local Finance and such notes must mature prior to the end of the fiscal year in which they were issued.

Commercial Paper

The City may choose to issue tax-exempt or taxable commercial paper as a source of interim construction financing for projects contained in the City's CIP.

REFUNDING OF CITY INDEBTEDNESS

The Deputy Chief Financial Officer in consultation with the City's financial advisor(s), has the responsibility to analyze outstanding bond issues for refunding opportunities that may be presented by underwriting and/or financial advisory firms. The City will, during periods of low interest rates, take advantage of the rate changes by refunding previously issued bonds.

The savings target for each type of permitted refunding is provided below; however, because the level of risk will vary depending on the specific structure of the transaction and market conditions at the time of issuance, the Chief Financial Officer has the discretion to prescribe different levels of target savings to optimize the City's financial objectives.

Advance Refundings

The City may issue advance refunding bonds (as defined for federal tax law purposes) when advantageous, legally permissible, prudent, and net present value savings equals or exceeds three and one-half percent (3.5%) or one million dollars (\$1,000,000). The present value savings will be net of all costs related to the refunding. If net present value savings are less than the savings target, the Chief Financial Officer may consider the option value of each maturity of the refunding candidates. If estimated savings for a maturity exceeds seventy percent (70.0%) of the estimated option value of that maturity, the Chief Financial Officer may opt to refund that maturity.

Prior to the issuance of any advance refunding bonds, the City shall engage an experienced bond counsel to ensure that the proposed advance refunding meets all federal tax compliance issues. Bond counsel shall verify the following:

- The proposed advance refunding meets federal tax requirements regarding the number of permitted advance refundings;
- The proposed advance refunding meets federal tax requirements that may be imposed on the redemption date of the refunded bonds;
- The proposed advance refunding complies with federal tax requirements which allow for the proceeds and replacement proceeds of an issue to be invested temporarily in higher yielding investments without causing the advance refunding bonds to be arbitrage bonds; and
- The proposed advance refunding will not enable the City to exploit the difference between tax-exempt and taxable interest rates to obtain a financial advantage nor will it overburden the tax-exempt bond market in a way that might be considered abusive.

If avoidable, the City shall not purchase zero-coupon State and Local Government Securities post-closing to blend down the escrow yield.

Forward Refundings

The City may issue forward refunding bonds when advantageous, legally permissible, prudent, and net present value savings equals or exceeds three and one-half percent (3.5%) or one million dollars (\$1,000,000). The present value savings will be net of all costs related to the refunding. If net present value savings are less than the savings target, the Chief Financial Officer may consider the option value of each maturity of the refunding candidates. If estimated savings for a maturity exceeds seventy percent (70.0%) of the estimated option value of that maturity, the Chief Financial Officer may opt to refund that maturity.

Synthetic Refundings

The City may use alternative refunding instruments such as swaps, derivatives, and hedges when advantageous, legally permissible, prudent, and net present value savings equals or exceeds four and one-half percent (4.5%) or one million dollars (\$1,000,000). The present value savings will be net of all costs related to the refunding. If net present value savings are less than the savings target, the Chief Financial Officer may consider the option value of each maturity of the refunding candidates. If estimated savings for a maturity exceeds seventy-five percent (75.0%) of the estimated option value of that maturity, the Chief Financial Officer may opt to refund that maturity.

Current Refundings

The City may issue current refunding bonds (as defined for federal tax law purposes) when advantageous, legally permissible, prudent, and net present value savings equal or exceed \$100,000. The present value savings will be net of all costs related to the refunding.

Restructuring of Debt

The City may choose to refund outstanding indebtedness when existing bond covenants or other financial structures impinge on prudent and sound financial management. Savings requirements for current, synthetic, forward or advance refundings undertaken to restructure debt may be waived by the Chief Financial Officer upon a finding that such a restructuring is in the City's overall best financial interests.

Open Market Purchase of City Securities

The City may choose to defease its outstanding indebtedness through purchases of its securities in the open market when market conditions make such an option financially feasible as determined by the Chief Financial Officer.

FINANCIAL CONSULTANTS AND SERVICE PROVIDERS

All professional service providers will be selected by the Chief Financial Officer.

The Deputy Chief Financial Officer shall be responsible for establishing a solicitation and selection process for securing professional services that are required to develop and implement the City's debt program. Goals of the solicitation and selection process shall include encouraging participation from qualified service providers, both local and national, at competitive prices. The selection process may allow for special consideration for minority and women owned business enterprises.

The City shall require all professionals engaged in the process of issuing debt to clearly disclose all compensation and consideration received related to services provided in the debt issuance process by both the City and the lender or conduit issuer, if any. This includes "soft" costs or compensations in lieu of direct payments.

- **Bond Counsel:** The City shall enter into an engagement letter agreement with each lawyer or law firm representing the City in a debt transaction.
- **Disclosure Counsel:** The City shall enter into an engagement letter agreement with a nationally recognized disclosure counsel firm or firms to act as disclosure counsel to the City to assist the City in preparing all of its primary offering and reoffering documents, continuing disclosure undertakings and bond purchase agreements, and to assist the City in developing policies and procedures regarding its primary and secondary market disclosure obligations, including continuing disclosure compliance obligations.
- **Financial Advisor:** If the City chooses to hire financial advisors, the City shall enter into a written agreement with each person or firm serving as financial advisor for debt management and transactions.

- **Underwriters:** If there is an underwriter, the City shall require the Underwriter to clearly identify itself in writing (e.g., in a response to a request for proposals or in promotional materials provided to an issuer) as an underwriter and not as a financial advisor from the earliest stages of its relationship with the City with respect to that issue. The underwriter must clarify its primary role as a purchaser of securities in an arm's-length commercial transaction and that it has financial and other interests that differ from those of the City. The Underwriter in a publicly offered, negotiated sale shall be required to provide pricing information both as to interest rates and to takedown per maturity to the Chief Financial Officer in advance of the pricing of the debt.
- **Other Service Providers:** The Deputy Chief Financial Officer shall periodically solicit providers of other services necessary to carry out the debt issuance activities of the City (including but not limited to swap advisor, swap counsel, trustee, paying agent, counterparty, and remarketing agent) and, in selecting such additional service providers, shall evaluate the cost and perceived quality of service of the proposed service provider.

Conflict of Interest

Professionals involved in a debt transaction hired or compensated by the City shall be required to disclose to the City existing client and business relationships between and among the professionals to a transaction (including but not limited to financial advisor, swap advisor, bond counsel, swap counsel, trustee, paying agent, underwriter, counterparty, and remarketing agent), as well as conduit issuers, sponsoring organizations and program administrators. This disclosure shall include that information reasonably sufficient to allow the City to appreciate the significance of the relationships.

No such relationship shall be permitted which could compromise the firm's ability to provide the highest quality level of independent advice or service which is solely in the City's best interests or which could reasonably be perceived as a conflict of interest.

Professionals who become involved in the debt transaction as a result of a bid submitted in a widely and publicly advertised competitive sale conducted using an industry standard, electronic bidding platform are not subject to this disclosure. No disclosure is required that would violate any rule or regulation or professional conduct.

METHOD OF SALE

Competitive Sale

The City, as a matter of policy, shall issue its debt obligations through a competitive sale unless the Chief Financial Officer determines that such a sale method will not produce the best results for the City. In such instances where the City deems the bids received through a competitive sale process as unsatisfactory or does not receive bids, it may, at the election of the City Council, enter into negotiation for sale of the securities.

Negotiated Sale

When determined appropriate by the Chief Financial Officer, the City may elect to sell its debt obligations through a negotiated sale. Such determination may be made on an issue by issue basis, for a series of issues, or for part or all of a specific financing program.

The City may use the negotiated sale process if the City makes a determination that due to the size or complexity of a particular transaction, a negotiated sale would result in the most favorable pricing. If appropriate, the City should use a financial advisory firm to assist in the negotiations.

The City may also use the negotiated sale process if it determines, in light of the facts and circumstances, that doing so will promote its interests by encouraging and rewarding innovation or the substantial commitment of time and resources by an underwriting firm.

Regardless of the reason for selecting the negotiated sale process, the City shall obtain an independent finding that the terms and conditions of the sale reflect a fair market value of such debt as of the date of its execution.

Private Placement

When determined appropriate by the Chief Financial Officer, the City may elect to sell its debt obligations through a private placement or limited public offering. Selection of a placement agent shall be made pursuant to selection procedures developed by the Deputy Chief Financial Officer.

Use of Technology in Bond Sale Process

The City shall encourage the use of electronic bidding systems, electronic dissemination of disclosure information and other technological methods whenever the use of such technology is expected to reduce sale costs and enhance market participation in City financings.

CREDIT RATINGS AND ENHANCEMENTS

The City seeks to maintain the highest possible credit ratings that can be achieved for debt instruments without compromising the City's policies and objectives. Ratings are reflections of the general fiscal soundness of the City and the capabilities of its management. By maintaining the highest possible credit ratings, the City can issue its debt at a lower cost of capital.

Rating Agency Relationships

The Deputy Chief Financial Officer is responsible for maintaining relationships with the rating agencies that currently assign ratings to the City's various debt obligations. This effort shall include providing periodic updates on the City's general financial condition along with coordinating meetings and presentations in conjunction with debt issuances.

Use of Rating Agencies

The Chief Financial Officer shall be responsible for determining whether or not a rating shall be requested on a particular financing, and which of the major rating agencies shall be asked to provide such a rating.

The City shall strive to maintain a rating of at least "AA" on its general obligation debt. A lower rating standard may be accepted for indirect or conduit obligations, subject to approval of the Chief Financial Officer.

Use of Credit Enhancement

The City shall seek to use credit enhancement (letters of credit, bond insurance, etc.) when such credit enhancement proves cost-effective. Selection of credit enhancement providers shall be subject to the approval of the Chief Financial Officer in consultation with the City's financial advisor.

The City will consider the use of credit enhancement on a case-by-case basis, evaluating the economic benefit versus cost for each case. Only when a clearly demonstrable savings can be shown shall enhancement be considered. The City will consider each of the following enhancements as alternatives by evaluating the cost and benefit of such enhancement.

Bond Insurance

The City shall have the authority to purchase bond insurance when such purchase is deemed prudent and advantageous. The predominant determination shall be based on such insurance being less costly than the present value of the difference in the interest on insured bonds versus uninsured bonds.

Debt Service Reserve Funds

When required, a reserve fund may be used to strengthen the underlying credit of the debt.

Minimum Debt Service Fund Balance

The City shall strive to maintain a Debt Service Fund ("DSF") undesignated fund balance equal to or greater than 1/12 or eight percent (8%) of DSF expenditures.

POST ISSUANCE COMPLIANCE

Transparency

The City shall comply with legal requirements for notice and for public meetings related to debt issuance. In the interest of transparency, all costs including interest, issuance, continuing, and one-time) shall be disclosed to the citizens, City Council, and other stakeholders in a timely manner.

Report on Debt Obligation

TCA §§9-21-151 requires all municipalities to submit, or cause to be submitted, a report of debt obligation to the governing body of the public entity, with a copy to the comptroller of the treasury or the comptroller's designee within 45 days of the issuance, regardless of whether the issuance had to be approved by the Director of State and Local Finance. The designated form for this purpose is Form CT-0253. The form should be completed by the City or its financial advisor then presented to City Council with a copy to the Director of State and Local Finance. The City shall retain a copy of the form for its records.

Investment Policy

The City has adopted a comprehensive Investment Policy. The investment of all debt proceeds shall comply with the City's Investment Policy where applicable and will not enable the City to exploit the difference between tax-exempt and taxable interest rates to obtain a financial advantage that might be considered abusive.

Tax-Exempt Status Compliance

The purpose of this section is to establish policies and procedures in connection with tax-exempt bonds issued by the City ("TEBs") so as to ensure that the City exercises due diligence in complying with Section 148 of the Code, and all applicable regulations to preserve the tax-exempt status of the TEBs, as well as to provide for the timely identification of and expeditious remediation of any violation.

The City shall consult with bond counsel and other advisors, as needed, throughout the bond issuance process to review any additional requirements necessary or appropriate so that the TEBs will continue to qualify for tax-exempt status. The City's current procedures regarding arbitrage rebate compliance and private use compliance are set forth below. Notwithstanding anything herein to the contrary, the Chief Financial Officer may adopt and maintain policies and procedures on tax-exempt compliance.

Arbitrage Rebate Compliance

Arbitrage rebate compliance is a critical and serious matter which may affect the tax-exemption of the interest on bonds issued by the City. Therefore, the City will comply with all arbitrage rebate requirements as established by the Internal Revenue Service. To assist the City in its effort, the City shall seek the service of a firm with extensive arbitrage rebate compliance and related experience. The firm shall provide the City with arbitrage rebate compliance services tailored to the specific needs of the City including rebate analysis for general obligations and revenue bonds with parity debt service reserve funds for multiple issues.

The Deputy Chief Financial Officer in consultation with certain professional service providers shall be responsible for:

- For advance refunding escrows, ensure that no 0% Securities of State and Local Government Securities are used when avoidable. If unavoidable, confirm that all scheduled purchases are made on the scheduled date;
- Seek the services of an arbitrage compliance service provider to annually or biennially calculate and report the City's cumulative rebate liability, if any; and
- Maintain special records required by safe harbor under Section 1.148-5 of the Code for investment contracts or defeasance escrows, where applicable.

Private Use Compliance

The Deputy Chief Financial Officer in consultation with certain professional service providers shall be responsible for:

- Monitoring the use of tax-exempt bond proceeds to ensure compliance with covenants and restrictions set forth in tax certificates;
- Conferring at least annually with other personnel given charge of certain facilities financed with TEBs to identify and discuss any existing or planned use of such facilities to ensure that the use of such facilities is consistent with all covenants and restrictions set forth in relating tax certificates;
- Consulting with bond counsel and other legal counsel and advisors in the review of any change in use of any facility financed with TEBs to ensure compliance with all covenants and restrictions set forth in the related tax certificates; and
- Consult with bond counsel and other legal counsel or advisors to determine a course of action to remediate all nonqualified bonds, if such counsel advises that a remedial action is necessary.

Continuing Disclosure

The Chief Financial Officer will adopt and maintain policies and procedures on primary and secondary disclosure compliance after consultation with disclosure counsel to the City in order to comply with applicable federal securities laws and regulations (the "Disclosure Policies and Procedures").

Document Retention

The City shall retain all documents relating to a debt transaction for three years beyond the final maturity of the debt or any subsequent refunding debt. A retention date shall be placed on all transaction folders to ensure compliance with the City's retention policy.

Each transaction folder shall contain the following as applicable:

- Final versions of debt issuance documents including the official statement or private placement memorandum;
- Copy of resolutions authorizing the debt issuance;
- Applicable IRS and state forms such as 8038-G, 8038-B, and CT-0253;
- CPA verification reports;
- All final debt service schedules;
- Final closing documents;
- Liquidity agreements;
- Investment contract information;
- Bond proceeds expenditure reports;
- Any relevant correspondence with the arbitrage consultant, bond counsel, or other advisors;
- Rebate calculation and yield restriction reports; and
- Any documents required under the Disclosure Policies and Procedures.

POLICY REVIEW

The guidelines outlined herein are only intended to provide general direction regarding the future use and execution of debt obligations and derivative products. The City reserves the right to modify the guidelines contained herein and make exceptions to any of them at any time to the extent that doing so achieves City goals. Any such modification should be submitted to City Council for its consideration and approval.

This policy is subject to review no less than annually.

This policy was adopted by City Council on February 19, 2002, and amended on November 4, 2003, December 6, 2011, May 21, 2013, December 3, 2013, April 19, 2016, and January __, 2021.

RESOLUTION APPROVING “ACCELERATE MEMPHIS: INVEST IN NEIGHBORHOODS” A PLAN TO INVEST IN COMMUNITY PROJECTS TO ACTIVATE NEIGHBORHOODS, IMPROVE PARKS AND REVITALIZE CITY ASSETS

WHEREAS, for the past decade, the Memphis City Council and Administration have exercised fiscal discipline in the wake of the great recession including reforming pension and OPEB, restraint in debt policy and spending, and instituting a culture of data-driven governmental decision-making; and

WHEREAS, thanks to these measures and other conditions such as a low-interest environment for issuing bonds and a newly adopted comprehensive plan (Memphis 3.0) to guide development, transportation, infrastructure, and civic space over the next two decades and beyond, the City of Memphis is facing a “debt cliff” coming in 2026, when annual debt service will fall dramatically (by \$63M); and

WHEREAS, capitalizing on these favorable conditions, the City of Memphis will take advantage of the drop in debt service payments in 2026 today and make an unprecedented \$200 million investment in catalytic community projects intended to accelerate growth by improving quality of life, driving equity and inclusion, and improving housing and connectivity by making transformative, one-time investments in a variety of capital projects; and

WHEREAS, known as “Accelerate Memphis: Invest in Neighborhoods,” proceeds from \$200 million in Accelerate Memphis bonds will be used in the following three ways:

- Activating Memphis 3.0 — \$75 million
- Improving our parks — \$75 million; and
- Revitalizing citywide assets — \$50 million

WHEREAS, the Accelerate Memphis Whitepaper (see Exhibit A attached) dated 21 January 2021 contains detailed plans of how these funds will be spent; and

WHEREAS, Accelerate Memphis map (see Exhibit B attached) details where these projects will take place across all council districts; and

WHEREAS, Accelerate Memphis will intentionally seek to leverage additional funds — such as private and philanthropic dollars — to increase its impact; more than \$170 million in potential leverage opportunities have been identified, which could bring the true impact of Accelerate Memphis to as much as \$370 million.

NOW, THEREFORE BE IT RESOLVED, that the Memphis City Council hereby adopts the conceptual Accelerate Memphis: Invest in Neighborhoods plan, attached, with the knowledge that specific approvals will come before the Council beginning in the third quarter of FY21, including approval of issuing a maximum of \$200 million of indebtedness consisting of capital appreciation bonds with a 25-year term through the Public Building Authority and current interest bonds with a 25-year term through EDGE.

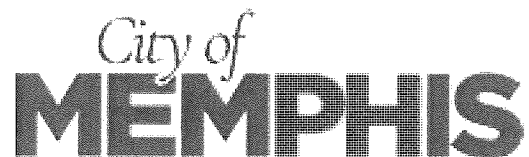
Sponsor: Administration

Accelerate Memphis

Invest in Neighborhoods

Whitepaper

January 21, 2020



Executive Summary

Through the 2010s, the City of Memphis exercised fiscal discipline through adverse conditions, such as modest gains in overall annual revenue and outsized debt service that consumed approximately one of every three dollars of property tax revenue. While notable investments were made in infrastructure, fiscal limitations such as annual borrowing caps still fall short of the kind of transformative work Memphians deserve.

But as the decade of the 2020s begins, Memphis stands at the precipice of a confluence of events, including:

- An administration committed to legacy-building, quality-of-life improvements throughout all neighborhoods of Memphis.
- An economy on an upward trajectory in the wake of the COVID-19 pandemic, building upon the momentum of the latter part of the 2010s.
- An ingrained culture of data-driven governmental decision-making and fiscal discipline, which has inspired confidence among citizens, other elected officials, bond rating agencies, and the State of Tennessee.
- A “debt cliff” coming in the 2027 fiscal year, when annual debt service will fall dramatically.
- A low-interest environment for issuing bonds.
- A newly adopted comprehensive plan to guide development, transportation, infrastructure, and civic space over the next two decades and beyond.

Accelerate Memphis is born from this confluence of events.

Capitalizing on these favorable conditions, the City of Memphis will make an unprecedented **\$200 million investment** in catalytic community projects intended to accelerate its growth by improving quality of life, driving equity and inclusion, improving housing and connectivity, and solving stubborn problems that are deeper than any single Capital Improvement Plan can solve. The City will take advantage *today* of the drop in debt service in the 2027 fiscal year to make a transformative, one-time investment in a variety of capital projects.

Accelerate Memphis will intentionally seek to leverage additional funds — such as private and philanthropic dollars — to increase its impact. More than \$170 million in *potential* leverage opportunities have been identified, which could bring the true impact of Accelerate Memphis to as much as \$370 million. Further conversations with the private, philanthropic, and other government sectors are expected to increase this total, along with private sector investments that cannot be reasonably forecasted at this time.

Accelerate Memphis will be a great leap forward in advancing Mayor Strickland's call for continued investment through all parts of our city, a call that has been joined by more and more citizens.

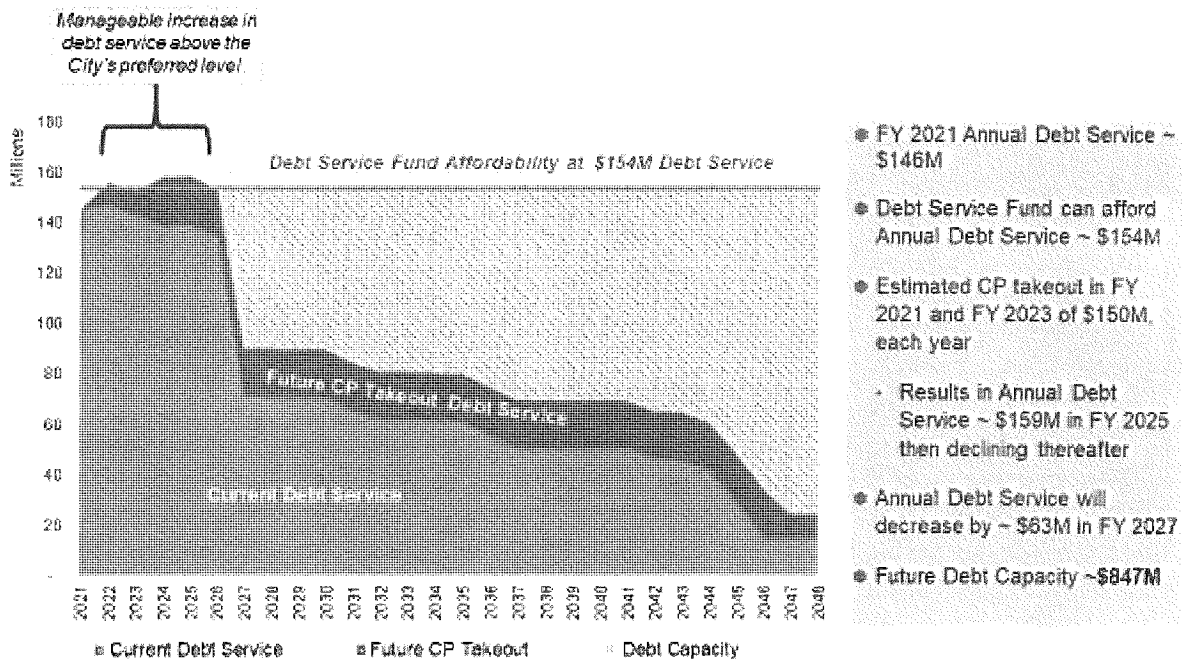
How this works

Accelerate Memphis hinges on the upcoming “debt cliff” — the expiration of a significant portion of the City’s current debt obligations — in FY27.

Pictured Below: City of Memphis debt profile and debt capacity, courtesy of Public Financial Management.



Overview of the City's Debt Profile and Debt Capacity



© PFM

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Taking into account this profile, the financial structure of Accelerate Memphis is as follows:

- On or shortly after July 1, 2021 (FY22), an entity or entities backed by the City will issue \$200 million in capital appreciation bonds. The term of the bonds will be for 25 years.

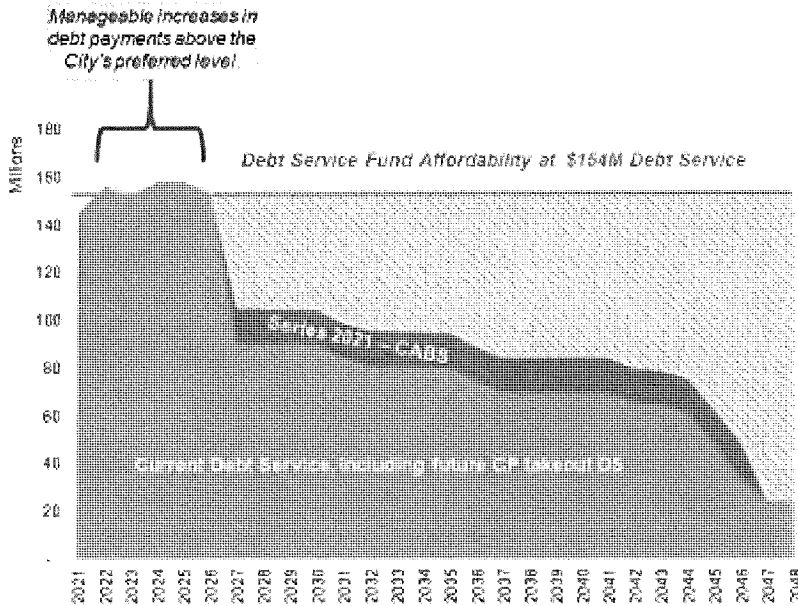
4

- In FY27, annual debt service of ~\$14.5 million will begin. That's also the fiscal year when the City's "debt cliff" is reached and annual debt service drops by \$63 million.

Below is a graphical representation of how the Accelerate Memphis bond issuance intersects with current City debt obligations:



Capital Appreciation Bonds Scenario – \$200M (Balloon Indebtedness)



Debt Capacity = Series 2021 - CABS = Current Debt Service (including future CP takeout)

- Funding of \$200M in projects with Capital Appreciation Bonds will not increase the annual debt service until FY 2027 but is considered balloon debt
- FY 2027 through FY 2046 annual debt service in the CAB structure ~ \$14.5M/year
 - Does not require any additional pennies to be contributed to the City's Debt Service Fund.
- Future Debt Capacity, after the issuance of \$200M in CABs is ~\$689M

© PFM

6

How Accelerate Memphis will change our City

Deliberations between Mayor Strickland, the City's senior leadership team, and the Accelerate Memphis team continue as it relates to specific projects. Following is a broad working outline of how proceeds from \$200 million in Accelerate Memphis bonds will be used:

- Activating Memphis 3.0 — \$75 million
- Improving our parks — \$75 million
- Revitalizing citywide assets — \$50 million

Activating Memphis 3.0 | \$75 million

As the adopted plan for Memphis by Mayor Strickland, the City Council, and the Land Use Control Board, Memphis 3.0 provides the road map for where and how to invest in communities to drive growth within our core — to “build up, not out.” More than 15,000 Memphians offered input at more than 400 events, ensuring that these priorities are informed by significant public input. Growth is anchored on the strength of our core and our neighborhoods, and these investments will kick-start that growth.

- **Improving neighborhoods with investments in 34 anchor areas across the city (\$13.6 million).** Memphis 3.0 identifies 71 anchor areas as “nurture anchors,” which typically do not have sufficient market-led activity to drive desired change, and 30 “accelerate anchors” with greater potential for private investment, but in need of public support. Early-stage investment in 34 of these anchors are a signal of public sector focus in these areas and designed to unlock opportunities for change. Each anchor will be funded at \$400,000 each for select improvements identified as actions associated with Nurture degree of change or actions specified in the District Priorities section of the comprehensive plan. These actions will be determined on an area-by-area basis, but may include:
 - Street recovering
 - Bus shelters
 - Light pole banners
 - Crosswalk/sidewalk improvements
 - Road diets
 - Public wifi
 - Street light upgrades
 - Street trees and street furniture
 - Repurposed vacant land as civic space
 - Closed curb cuts

- Signage improvements
- Those 34 anchor areas are:
 - Cleveland & Madison
 - Delano & Watkins
 - Frayser Gateway
 - Jackson & Evergreen
 - James Road/Old Raleigh
 - Kerr & Gaither
 - Kirby & Raines
 - Lamar & McLean
 - Lester
 - Macon & Berclair
 - Macon & Victor
 - Macon & Wells Station
 - Mendenhall & Knight Arnold
 - Merton & Harvard
 - Neptune & Walker
 - New Covington & Austin Peay
 - Old Cordova
 - Park & Getwell
 - Perkins & Knight Arnold
 - Poplar & Cleveland
 - Poplar & Danny Thomas
 - Raleigh Egypt
 - Ridgeway & Quince
 - Sea Isle
 - Sherwood
 - Soulsville
 - Southbrook/Southland
 - Southwest Tenn. Community College (Whitehaven)
 - Summer & Graham
 - Third & Belz
 - Third & Fairway/Levi Library
 - Wells Station & Grey
 - Winchester & Ridgeway
 - Winchester & Tchulahoma
- **Accelerating change with large-scale, targeted investments in nine anchor areas (\$37.4 million).** These nine anchors combine all elements from above: they are identified as priority anchors (either Accelerate or Nurture), intersect with high-frequency transit or bus rapid transit, and exhibit opportunities for greater private sector investment on the heels of public investment. Improvements in these areas will be directed by a small area plan that takes a deeper look at the types of public investments best suited to accelerate change in these areas. These nine areas are:
 - Raleigh Town Center (Austin Peay and Yale)
 - Whitehaven Plaza (Elvis Presley and Raines)
 - South City (Mississippi and Georgia; Lauderdale and Vance)

- Soulsville (Mississippi and Walker)
- Klondike (Jackson and Watkins; Brown and Watkins)
- Hollywood/Hyde Park (Chelsea and Hollywood)
- Orange Mound (Lamar/Park and Airways; Marechalneil and Park; Dallas and Park)
- Highland Heights (Summer and National)
- Oakhaven (Shelby and Tchulahoma)

Small area plans for Raleigh Town Center and Whitehaven Plaza are complete. A planning effort for the remaining small areas will soon begin. That planning effort will seek to identify opportunities for transit-oriented residential and business development in the selected areas and potential funding options and strategies to guide investment for future growth. Examples of the type of investments that may be recommended are found in the small area plans for Raleigh and Whitehaven and include:

- Public promenade and plaza (Raleigh and Whitehaven)
 - Installation of new streets, curb, and gutter (Raleigh and Whitehaven)
 - Neighborhood squares and parks (Raleigh and Whitehaven)
 - Landscaped medians (Raleigh)
 - Pedestrian scale street lights, new crosswalks, and signals (Raleigh)
 - New sidewalks and pedestrian trails (Raleigh and Whitehaven)
 - Broadband and wireless Internet (Raleigh and Whitehaven)
 - New community buildings (Whitehaven)
 - Rainwater detention (Whitehaven)
 - Mix of housing types, including affordable housing (Raleigh and Whitehaven)
- **Safety improvements in eight Memphis 3.0-identified infrastructure priority anchor areas or corridors (\$9 million).** Street improvements are proposed for areas of critical need. Accelerate Memphis dollars identified will match \$25.7 million in federal and state transportation funds. Street improvements may include: intersection redesign, improved lighting, signal upgrades, crosswalk/sidewalk

improvements, bike lanes and bicycle facility protection, street furniture, ADA improvements, or traffic calming. Areas include:

- Frayser & Overton Crossing — \$837,600
 - Hickory Hill & Winchester — \$497,200
 - Hollywood Street — \$1 million
 - Lamar/Kimball/Pendleton — \$730,800
 - Ridgeway & Quince — \$185,200
 - Third & Ford — \$2 million
 - Trinity & Germantown — \$468,000
 - Watkins/Cleveland/Bellevue/Elvis Presley corridor — \$3.2 million
- **Closing the knowledge gap with broadband infrastructure (\$7.5 million).** Too many Memphians do not have access to broadband Internet, negatively affecting learning, job access, and quality of life. By allocating \$7.5 million in Accelerate Memphis funds to bring fiber to more and more neighborhoods with strategies to be identified by the Memphis 3.0 Smart City Plan, the City could make meaningful progress in closing this gap.
 - **Investing in housing opportunities (\$7.5 million).** The City is committed to making investments in affordable housing that support the needs of Memphis residents. These funds will be used for infrastructure, acquisition, and demolition in support of affordable housing development in Memphis 3.0 anchors. These investments will ensure that long-term affordability in Memphis neighborhoods remains a priority as redevelopment occurs.

Improving our parks | \$75 million

Parks are often the focus of neighborhood life — from more than 150 Division of Parks and Neighborhoods parks of all sizes to 30 community and senior centers, 17 pools (14 outdoor, three indoor), seven golf courses, three splash pads, 81 playgrounds, 48 basketball courts, 78 pavilions, four dog parks, 80 tennis courts (12 indoor, 68 outdoor), and more. Parks has more than 3,200 fixed assets (benches, trash cans, water fountains, etc.) throughout 116 developed parks. As an initiative of Memphis 3.0 and the Division, a master plan for the city's parks is nearing completion. While the planning is not yet finalized, citizens have

already voiced a strong preference for bringing existing park assets to excellent condition. Furthermore, citizens have identified key priorities that include more splash pads, more and better walking trails, better connections to other parks, and amenities such as wireless Internet in parks and fitness rooms in community centers. Through a \$75 million allocation, Accelerate Memphis will attempt to address many of these issues while bringing vibrancy back to assets throughout the city.

- **Bringing our park assets back to life (\$35 million).** A wide range of maintenance needs exists in our parks system. By investing \$35 million in deferred maintenance, we will make significant, noticeable improvements to the assets citizens use on a daily basis.
 - Playground resurfacing (\$2.5 million). Twenty-five existing playgrounds will be resurfaced.
 - Neighborhood park maintenance and upgrades (\$14.5 million). More than 100 neighborhood park locations will receive repair, ranging from park fixtures, paving, and other grounds maintenance as needed.
 - Aquatic facilities (\$5 million). Fourteen indoor and outdoor aquatic facilities will be renovated based on recommendations from an assessment conducted by Duffield Aquatics for the Division of Parks and Neighborhoods. For example, a new splash pad will be installed at Hollywood Community Center based on community input.
 - Golf course/walking path maintenance (\$3 million). Seven city golf courses will receive clubhouse, cart path, and grounds maintenance. Cart paths often informally double as walking trails, meaning the cart path investment will benefit both golfers and walkers alike.
 - Community and senior center maintenance (\$10 million). This allocation will allow for repairs to be addressed at all 30 community and senior centers, based on recommendations from an assessment conducted by Allworld Project Management. The site assessment categorized repairs into five priority levels; this allocation will enable repairs for priority levels 1 through 4. Examples of projects include roof repairs, HVAC, and plumbing.
- **Immediate investments in community-identified improvements (\$40 million).** These are either new amenities or significant renovations to existing facilities:

- Audubon Park (\$425,000). Construct a new picnic pavilion on the north end of the park.
- Chelsea Greenline (\$1,075,000). Design, acquire right-of-way, and construct a 2.5-mile shared-use path in the unused Union Pacific Railroad right-of-way adjacent to Chelsea Avenue from Evergreen Street to Washington Park. The project will also include modernization of traffic crossing at Chelsea Avenue, west of Watkins Street. This is a 20% local match to 80% federal grant.
- Douglass Park (\$1 million). Build a splash pad, improve the sports fields, and repave asphalt. This would match a federal grant.
- Gaisman Community Center (\$8 million). Replacement of current facility, which was constructed in the 1960s.
- Gaisman Park (\$1.1 million). Construction of two new soccer fields on the south end of the park and upgrades to park furnishings and paving.
- Gaston Community Center (\$4 million). Complete renovation of facility.
- Heights Line (\$4 million). Enables construction of a new 1.75-mile linear park and multi-use path in the Highland Heights community, located in the median of National Street between Summer Avenue and Bayliss Avenue, connecting to the Hampline and Wolf River Greenway.
- May Park improvements (\$1.5 million). This heavily used soccer complex will receive two rebuilt primary soccer fields and new paving on all drives and parking areas.
- Pine Hill Golf Course (\$4 million). A new clubhouse will be built both to serve the golf course and as a multipurpose room for the community.
- Pine Hill Park (\$600,000). Construct a new playground and picnic pavilion.
- Riverview Community Center renovation/improvements (\$2 million).
- Shelby Farms Greenline western extension (\$1,065,000). Construction of a bridge over the CN Railroad allowing westward expansion of Shelby Farms Greenline into Tobey Park and Liberty Park/Fairgrounds via Flicker Street. This is a 20% local match to 80% federal grant.
- South Memphis Greenline (\$737,000). Design, land acquisition, and construction for a shared-use path to be constructed in an unused right-of-way alignment in northeast direction from Marjorie Street to Trigg Avenue in South Memphis. This is a 20% local match to 80% federal grant.

- Southwest Twin Drive-In (\$1 million). Acquisition and demolition of former drive-in movie theater on South Third, for future conversion into community asset.
- Whitehaven Community Center (\$2 million). New multipurpose room and parking.
- Wolf River Greenway (\$2.5 million). This allocation is consistent with the agreement for the City to provide matching funds to realize the vision of a 26-mile shared-use trail through 22 neighborhoods stretching from the Mississippi River to Germantown. This would provide funds for Phase 10B alternate route, acquiring property and developing the route under the Austin Peay Highway bridge to connect to Phase 11.

In addition to the items outlined above, any additional dollars remaining under this category will go toward project contingency.

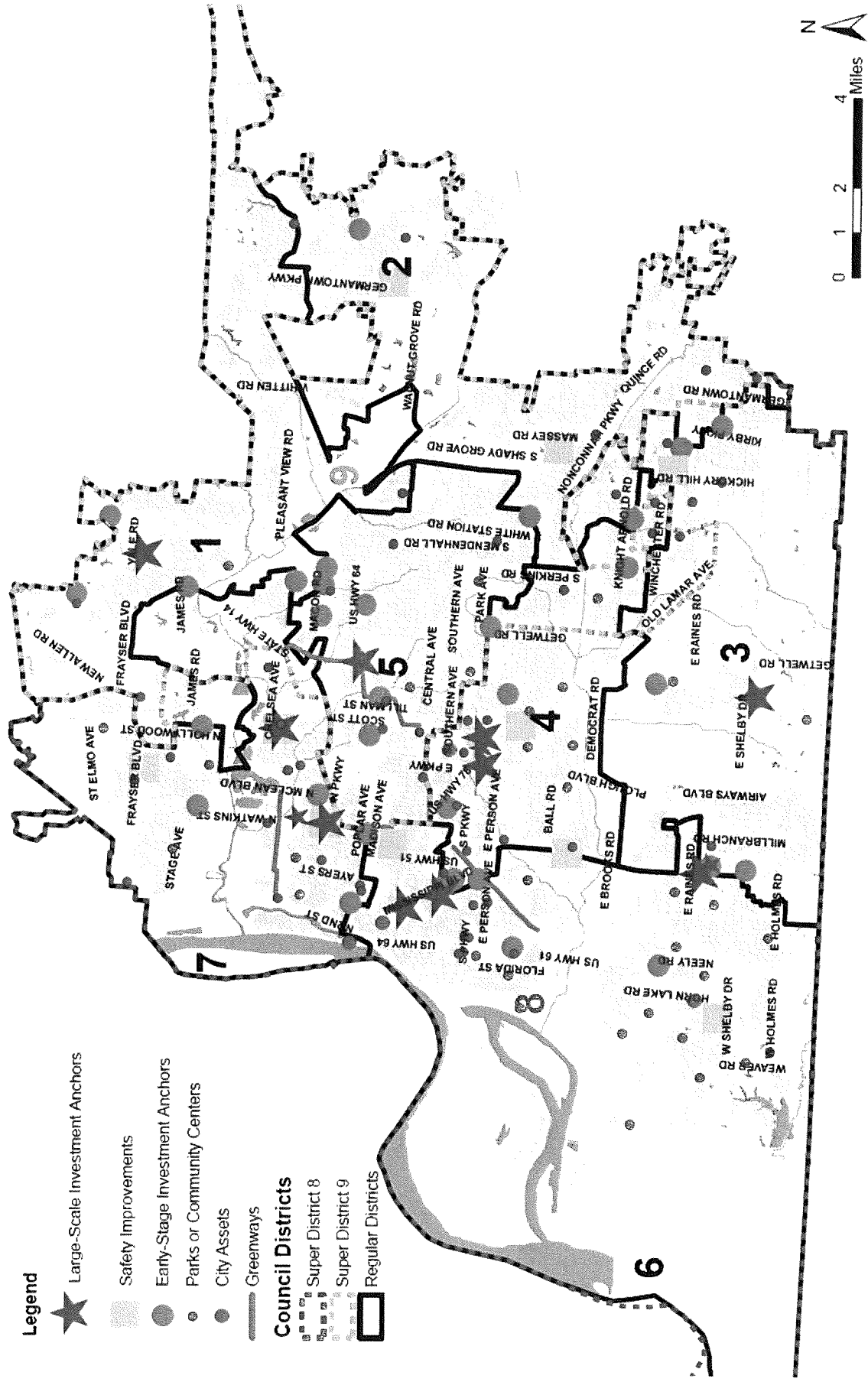
Revitalizing Citywide Assets | \$50 million

Regardless of the neighborhoods in which Memphians live, there are common assets that all of us enjoy. Many are progressing through their life cycle to a critical point at which major repairs or renovations are necessary to maintain their usefulness and vibrancy.

- **AutoZone Park Capital Repair Fund (\$5 million).** A City-owned asset since 2014, AutoZone Park is now more than 20 years old and is carrying significant deferred maintenance.
- **FedExForum Capital Repair Fund (\$10 million).** The City and County are obligated per the terms of the 2002 Operating Agreement to maintain FedExForum to NBA standards. As the arena, which was constructed in 2004, ages, these costs are increasing annually. By placing \$10 million into a sinking fund, and combining those dollars with excess bond repayment from the Memphis-Shelby County Sports Authority and funds from Shelby County, we will be able to continue to keep FedExForum among the NBA and NCAA's best arenas while saving annual CIP dollars for other priorities.
- **Historic Melrose mixed use/library/housing development (\$10 million).** Historic Melrose is the location of the former Melrose High School building, which was built in

the 1930s and closed in 1979. Since that time, the building has been vacant and the subject of many community discussions. Since 2017, the City of Memphis has worked with the neighborhood to identify a use for the building that respects the history and culture of the school and the Orange Mound Community. This investment will fund a state-of-the-art library and genealogy center in the building, which will be co-located with senior housing on upper floors.

- **Liberty Park youth sports complex (\$10 million).** As part of the larger Liberty Park development and youth sports complex, the construction of which will be funded through Tourism Development Zone bonds, this \$10 million allocation will be used to construct assets on site — such as a playground, the replacement track and football stadium, and soccer fields — that will be of use to citizens of the surrounding neighborhoods of Orange Mound, Belt Line, and the Cooper-Young area of Midtown. When coupled with planned private development on the north side of Liberty Park (hotel, retail, family entertainment, restaurants), the facility will be both an asset for the neighborhoods as well as an engine for family tourists.
- **Mud Island River Park rehab (\$4 million).** Improvements to the existing amphitheater will allow that facility to come back online as a concert venue. Additional infrastructure improvements will increase the park's visibility, improve its north entrance and rehab parking areas.
- **100 N. Main remediation (\$10 million).** To catalyze activity on the north end of Downtown, and to complement the nearby \$200 million transformation of the Renasant Convention Center and the forthcoming Loews Hotel, these funds will be set aside for remedying the challenge of the vacant eyesore on the city's skyline.
- **Underpass improvements (\$1 million).** Cosmetic, safety, and lighting improvements to a variety of railroad and street underpasses throughout the city, improving the experience and sense of safety for pedestrians and motorists.



MINUTES

**TELEPHONIC MEETING OF JANUARY 5, 2021 RECESSED MEETING TO
JANUARY 26, 2021 MEETING OF THE CITY COUNCIL CITY OF MEMPHIS**

JANUARY 5, 2021

3:35 P.M. MEETING RECONVENED

(After the meeting was re-opened for the transaction of business and a quorum was declared present, Vice Chairwoman Swarengen made a motion to adjourn the January 5, 2021 City Council Meeting; this was second by Councilman Carlisle, without objection.)

(Chairman Colvett adjourned the January 5, 2021 City Council Meeting being that there wasn't any unfinished business, without objection.)

**CITY OF MEMPHIS
NOTICE OF REGULAR MEETING
OF
THE MEMPHIS CITY COUNCIL
Tuesday, January 5, 3:30 p.m.**

Due to the declarations of a State of Emergency by the President of the United States, the Governor of Tennessee and the Mayor of Memphis relating to Covid-19 Epidemic the Council has determined that is necessary that the meeting be conducted by electronic or other means of communication in order to protect the health, safety and welfare of the public, City employees, Council staff and Members of the Council.

THERE WILL BE NO PHYSICAL MEETING

Attached to this Notice of Meeting are instructions on how members of the public may electronically access the meeting and/or a recording of the meeting and how the public may provide written comments concerning any agenda item or any other matter prior to the meeting.

ADJOURNED MEETING AT 3:35 p.m.

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

CHAIRMAN

Attest:

Deputy Comptroller/Council Records

MINUTES

TELEPHONIC MEETING OF THE CITY COUNCIL

CITY OF MEMPHIS

January 26, 2021

3:30 P.M. SCHEDULED SESSION

3:36 P.M. MEETING COMMENCED

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

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

INVOCATION

The meeting was opened with telephonic prayer by Rabbi Micha Greenstein, Senior Rabbi of Temple Israel. Chairman Colvett thanked Rabbi Greenstein for being the Chaplain of the Day.

Chairman Colvett asked Councilman Canale to lead the Pledge of Allegiance.

These minutes record the agenda items and the action taken by the Council on such items. The full text of the original of the ordinances, resolutions and supporting documents, including an audio recording of Council’s deliberations are filed and maintained in the office of Council Records/Records Management, Room 2B-08. The original ordinances and/or resolutions adopted by the Council shall control in the event of any conflict between the description in these minutes and the original documents, ordinances and/or resolutions.

Approval of the Minutes of the regular meeting of January 5, 2021 with the following motion:

- MOTION: Swarengen
- SECOND: Carlisle
- AYES: Canale, Carlisle, Easter-Thomas, Ford, Johnson, Jones, Logan, Morgan, Robinson, Smiley, Swarengen, Warren and Chairman Colvett

APPROVED

(Chairman Colvett did a moment of silence for Coach Jerry Johnson.)

23. **ORDINANCE ADOPTING AND ENACTING A NEW CODE OF ORDINANCES OF THE CITY OF MEMPHIS, TENNESSEE; PROVIDING FOR THE REPEAL OF CERTAIN ORDINANCES NOT INCLUDED THEREIN; PROVIDING FOR THE MANNER OF AMENDING SUCH CODE; AND PROVIDING WHEN SUCH CODE AND THIS ORDINANCE SHALL BECOME EFFECTIVE, UP FOR T H I R D AND F I N A L READING. ORDINANCE NO. 5769 IS SPONSORED BY COUNCILWOMAN ROBINSON.**

Held until February 2, 2021

22. **ORDINANCE AMENDING CHAPTER 12 OF THE CITY OF MEMPHIS CODE OF ORDINANCES, SO AS TO UPDATE THE CODE OF ORDINANCES RELATED TO SIDEWALKS, UP FOR T H I R D AND F I N A L READING. ORDINANCE NO. 5764 IS SPONSORED BY COUNCILWOMAN EASTER-THOMAS. (HELD FROM 11/17;12/01;12/15;1/5)**

(Chairwoman Easter-Thomas made a motion to table Ordinance No. 5764)

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

TABLED

36. **RESOLUTION RECOGNIZING AND HONORING GRAMMY NOMINATED ARTIST, DOMINIQUE “LIL BABY” JONES FOR HIS CONTRIBUTIONS TO THE CITY OF MEMPHIS AND PLEDGING TO ADDRESS “THE BIGGER PICTURE” BY DONATING TO THOSE IN NEED. THIS RESOLUTION IS SPONSORED BY COUNCILMAN SMILEY. (REQUEST FOR SAME NIGHT MINUTES)**

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

APPROVED

1. **RESOLUTION APPROVING A STREET AND ALLEY CLOSURE LOCATED ON PART OF AUTUMN AVENUE EAST OF LIPFORD STREET AND NORTH OF SAM COOPER BOULEVARD; CONTAINING 5042 SQUARE FEET IN THE RESIDENTIAL – 6 DISTRICT. THIS RESOLUTION IS SPONSORED BY THE DIVISION OF PLANNING DEVELOPMENT. (HELD FROM 1/5)**

Case No. SAC 20-21

Applicant: MVS Real Estate Mid Town, LLC

John Behnke of Spire Enterprises – Representative

Request: Physical closure of part of the Autumn Avenue right-of-way east of Lipford Street and north of Sam Cooper Boulevard

LUCB and DPD recommendation: APPROVAL, with conditions

MOTION: Canale

SECOND: Swearingen

AYES: Canale, Carlisle, Easter-Thomas, Ford, Johnson, Jones, Logan, Morgan, Robinson, Smiley, Swearingen, Warren and Chairman Colvett

APPROVED

- 2. **RESOLUTION APPROVING A SPECIAL USE PERMIT LOCATED AT 2369 COVINGTON PIKE; CONTAINING +/-2.66 ACRES IN THE COMMERCIAL MIXED USE – 3 (CMU-3) DISTRICT. THIS RESOLUTION IS SPONSORED BY THE DIVISION OF PLANNING AND DEVELOPMENT.**

Case No. SUP 20-14

Applicant: Auggie TXTN, LLC/ Robert Taylor
Angela Taylor – Representative

Request: To allow used motor vehicle sales

LUCB and DPD recommendation: APPROVAL, with conditions

MOTION: Canale

SECOND: Warren

AYES: Canale, Carlisle, Easter-Thomas, Ford, Johnson, Jones, Morgan, Robinson, Smiley, Swearingen, Warren and Chairman Colvett

NAY: Logan

APPROVED

FISCAL CONSENT AGENDA - – Item#14 and item #15 may be acted upon by one motion:

- 14. **RESOLUTION SEEKING ACCEPTANCE OF A DONATION IN THE AMOUNT OF \$1,000.00 FROM 901 PARKINSON’S FIGHTERS, TO THE MEMPHIS POLICE BOXING GYM. THIS RESOLUTION IS SPONSORED BY POLICE SERVICES. (REQUEST FOR SAME NIGHT MINUTES)**

APPROVED

15. **RESOLUTION TO ACCEPT FUNDS IN THE AMOUNT OF \$216,000.00 FROM THE MEMPHIS FIRE DEPARTMENT FOUNDATION FOR THE RADA PROGRAM FROM JANUARY 1, 2021 TO MARCH 31, 2021. THIS RESOLUTION IS SPONSORED BY FIRE SERVICES. (REQUEST FOR SAME NIGHT MINUTES)**

APPROVED

ROLL CALL FISCAL CONSENT ITEMS

MOTION: Carlisle
SECOND: Robinson
AYES: Canale, Carlisle, Easter-Thomas, Ford, Johnson, Jones, Logan, Morgan, Robinson, Smiley, Swarengen, Warren and Chairman Colvett

APPROVED

(Councilman Warren made a motion to approve Item #17 separately.)

MLGW FISCAL CONSENT AGENDA – Items #16, #18, #19 & #20 may be acted upon by one motion:

16. **RESOLUTION AWARDDING A PURCHASE ORDER TO THOMAS CONSULTANTS, INC. FOR MICROSOFT WINDOW SERVER LICENSES IN THE AMOUNT OF \$76,890.00.**

APPROVED

18. **RESOLUTION APPROVING CHANGE NO. 1 TO CONTRACT NO. 12079, EXTERNAL CORROSION DIRECT ASSESSMENT OF MLGW'S GAS PIPELINE TO MEARS GROUP, INC., IN THE FUNDED AMOUNT OF \$197,400.00. (THIS CHANGE IS TO REALIGN THE CONTRACT START DATE AND RENEW THE CURRENT CONTRACT FOR THE PERIOD COVERING FEB 1, 2021 THROUGH JAN 31, 2022.)**

APPROVED

19. **RESOLUTION AWARDDING A PURCHASE ORDER TO G & W ELECTRIC COMPANY; FOR THREE PHASE POLE MOUNT VACUUM RECLOSERS IN THE AMOUNT OF \$532,760.00.**

APPROVED

20. **RESOLUTION AWARDDING CONTRACT NO.12214, ROOF MAINTENANCE TO DAKOTA CORPORATION DBA JESSIE BRYANT ROOFING, IN THE FUNDED AMOUNT OF \$84,125.00.**

APPROVED

ROLL CALL MLGW FISCAL CONSENT ITEMS

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

APPROVED

17. **RESOLUTION APPROVING POSITION NUMBER 04634 – SUPERVISOR PURCHASING. (REQUESTING SAME NIGHT MINUTES.)**

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

APPROVED

32. **RESOLUTION REALLOCATING AND APPROPRIATING \$15,000.00 IN AWARDED CITY COUNCIL COMMUNITY GRANT FUNDS FOR FY2021. THIS RESOLUTION IS SPONSORED BY COUNCILMAN FORD. (REQUEST FOR SAME NIGHT MINUTES)**

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

APPROVED

33. **RESOLUTION REQUESTING THE DIVISION OF POLICE SERVICES TO INVESTIGATE WHETHER ANY CITY OF MEMPHIS EMPLOYEES PARTICIPATED IN THE U.S. CAPITOL RIOT IN WASHINGTON, D.C. ON JANUARY 6, 2021. THIS RESOLUTION IS SPONSORED BY COUNCILWOMAN EASTER-THOMAS, COUNCILMAN JONES, COUNCILMAN SMILEY, AND COUNCILMAN WARREN. (REQUEST FOR SAME NIGHT MINUTES)**

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

APPROVED

34. **RESOLUTION REQUESTING THE CITY'S MAYOR AND/OR THE COUNCIL CHAIRMAN TO JOIN REQUEST TO THE BIDEN/HARRIS ADMINISTRATION BY**

THE MAYORS OF 22 OF THE LARGEST CITIES IN THE UNITED STATES FOR THE ADOPTION OF A NATIONAL VACCINATION DISTRIBUTION PLAN FOR CITIES. THIS RESOLUTION IS SPONSORED BY ALL (13) CITY COUNCILMEMBERS. (REQUEST FOR SAME NIGHT MINUTES)

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

APPROVED

35. **RESOLUTION ACCEPTING, ALLOCATING, AND APPROPRIATING GRANT FUNDS IN THE AMOUNT OF \$20,000.00 FY2021 OPERATING BUDGET, PROJECT #GR90094 FROM THE CORPORATION FOR NATIONAL AND COMMUNITY SERVICE; CNS. THIS RESOLUTION IS SPONSORED BY HUMAN RESOURCE DIVISION. (REQUEST FOR SAME NIGHT MINUTES)**

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

APPROVED

24. **ORDINANCE DESIGNATING QUALIFIED PUBLIC USE FACILITY, CREATION OF THE ONE BEALE TOURISM DEVELOPMENT ZONE TOURISM SURCHARGE AND OTHERWISE PROVIDING WITH RESPECT TO THE FOREGOING, UP FOR T H I R D AND F I N A L READING. ORDINANCE NO. 5770 IS SPONSORED BY THE ADMINISTRATION.**

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

APPROVED

31. **RESOLUTION TO CREATE AND FUND AN ANTI-VIOLENT CRIME TASK FORCE FOR THE CITY OF MEMPHIS. THIS RESOLUTION IS SPONSORED BY COUNCILMAN WARREN. (HELD FROM 12/01; 12/15; 1/5)**

Held until February 2, 2021

CONSENT AGENDA – Items #3 - #13 may be acted upon by one motion: See Page 5865 for Roll Call Consent Items.

- 3. **RESOLUTION APPROVING AN HONORARY STREET NAME OF N HIGHLAND STREET BETWEEN GALLOWAY AVENUE AND CHARLESWOOD AVENUE FOR FATHER NICHOLAS VIERON. THIS RESOLUTION IS SPONSORED BY COUNCILMAN CANALE.**

APPROVED

- 4. **ORDINANCE AMENDING THE CITY OF MEMPHIS CODE OF ORDINANCES CHAPTER 21, TRAFFIC AND VEHICLES, ARTICLE III, OPERATION OF VEHICLES GENERALLY TO ADD SECTION 21-135 TO BE ENTITLED “NON-DRIVER PARTICIPATION IN DRAG RACING AND RECKLESS DRIVING EXHIBITIONS”, TO SET PENALTIES FOR VIOLATIONS, AND FOR OTHER PURPOSES, UP FOR S E C O N D READING. ORDINANCE NO. 5771 IS SPONSORED BY COUNCILMAN CANALE.**

APPROVED, on Second reading

- 5. **ORDINANCE AMENDING MEMPHIS CODE OF ORDINANCES CHAPTER 22, NOISE, SECTION 22-12 TO ADD SUBSECTION 22-12 (B) REGARDING MUFFLER NOISE VIOLATIONS AND PENALTIES, UP FOR S E C O N D READING. ORDINANCE NO. 5774 IS SPONSORED BY COUNCILMAN CANALE.**

APPROVED, on Second reading

- 6. **ORDINANCE AMENDING THE CITY OF MEMPHIS CODE OF ORDINANCES CHAPTER 21, TRAFFIC AND VEHICLES, ARTICLE X, VEHICLE EQUIPMENT AND LOADS TO ADD SUBSECTION 21-335 (B) AND SECTION 21-336 (B) REGARDING MUFFLER VIOLATIONS AND PENALTIES, UP FOR S E C O N D READING. ORDINANCE NO. 5775 IS SPONSORED BY COUNCILMAN CANALE.**

APPROVED, on Second reading

- 7. **ORDINANCE ZONING THE NORTH SIDE OF EAST HOLMES STREET APPROXIMATELY 923 FEET EAST OF THE CENTERLINE OF LAMAR AVENUE; CONTAINING +/-4.89 ACRES IN THE CONSERVATION AGRICULTURE (CA) DISTRICT, UP FOR F I R S T READING. THIS ORDINANCE IS SPONSORED BY THE DIVISION OF PLANNING AND DEVELOPMENT.**

Case No. Z 20-11
Ordinance No. 5776

APPROVED, on First reading

- 8. **ORDINANCE AMENDING THE MEMPHIS AND SHELBY COUNTY UNIFIED DEVELOPMENT CODE AS ADOPTED BY THE CITY OF MEMPHIS AUGUST 10, 2010, AND BY SHELBY COUNTY AUGUST 9, 2010 AS AMENDED, TO REVISE AND ENHANCE THE JOINT ZONING AND SUBDIVISION REGULATIONS AS RECOMMENDED BY THE MEMPHIS AND SHELBY COUNTY OFFICE OF PLANNING AND DEVELOPMENT AND THE LAND USE CONTROL BOARD. THIS TEXT AMENDMENT AFFECTS ALL PROPERTY WITHIN THE CITY OF MEMPHIS AND UNINCORPORATED SHELBY COUNTY, UP FOR S E C O N D READING. THIS ORDINANCE IS SPONSORED BY THE DIVISION OF PLANNING AND DEVELOPMENT.**

Case No. ZTA 20-01
Ordinance No. 5772

APPROVED, on Second reading

- 9. **ORDINANCE REZONING CERTAIN PARCELS ADJACENT TO SUMMER BETWEEN: HOLMES AND SEVIER, AND NOVARESE AND STRATFORD, IN THE COMMERCIAL MIXED USE – 3 DISTRICT, UP FOR S E C O N D READING. THIS ORDINANCE IS SPONSORED BY THE DIVISION OF PLANNING AND DEVELOPMENT.**

Case No. Z 20-10
Ordinance No. 5773

APPROVED, on Second reading

- 10. **NOTATION FROM THE LAND USE CONTROL BOARD THAT THE FOLLOWING CASE WAS HEARD AND RECOMMENDATION MADE REQUESTING A DATE OF PUBLIC HEARING:**

- A. Case No. PD 20-17 – BHW ESTATES PLANNED DEVELOPMENT

Public Hearing Set for February 2, 2021

- 11. **RESOLUTION APPROVING THE FINAL PLAT FOR COLONY SUBDIVISION (RE-SUBDIVISION OF LOTS 15 & 16) S 19-27. (REQUEST FOR SAME NIGHT MINUTES)**

Contract No. CR-5353

Resolution approves the final plat located at 1325 and 1343 Hayne Road in the City of Memphis. Cost of improvements to be borne by the Developer. Resolution also authorizes to accept the Letter of Credit #2574683-1127 in the amount of \$186,000.00.

APPROVED

12. **RESOLUTION APPROVING A SUPPLEMENTAL AGREEMENT #1 TO VELO AT SHELBY FARMS.**

Contract No. CR-5313AM

Resolution approves the Supplemental Agreement located at 7620 Raleigh LaGrange Road and Hester Road. Cost of the required improvements to be borne by the Developer. Resolution also authorizes the proper officials to execute the attached Supplemental Agreement #1.

APPROVED

13. **RESOLUTION APPROVING THE PUBLIC IMPROVEMENTS OF SPEEDWAY #7175 (4302 E. SHELBY DRIVE).**

(Contract No. CR-5302)

Resolution approves the Public Improvements located on the Northwest corner of Malone Road and East Shelby Drive intersection. Resolution also authorizes the release of Performance Bond #285059878 in the amount of \$65,700.00.

APPROVED

ROLL CALL CONSENT ITEMS

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

APPROVED

21. **APPOINTMENTS**

MEMPHIS CONVENTION CENTER COMMISSION

APPOINTMENTS

JOHN MCKISSACK
 THOMAS MIDGLEY

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

APPROVED

25. **RESOLUTION TRANSFERRING \$175,000.00 OF APPROPRIATED FUNDING FROM IS01073-311 CRM BUSINESS INTELLIGENCE TO IS01087-ACCOUNT RECONCILIATION MANAGEMENT. THIS RESOLUTION IS SPONSORED BY THE FINANCE AND IS DIVISIONS.**

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

APPROVED

26. **RESOLUTION APPROVING THE SALE OF CITY OWNED PARCEL KNOWN AS 563 HAMPTON PLACE PARCEL ID #025011 00004, MEMPHIS, TENNESSEE 38126; REVENUE TO BE RECEIVED. THIS RESOLUTION IS SPONSORED BY GENERAL SERVICES.**

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

APPROVED

27. **RESOLUTION APPROPRIATING \$1,700,000.00 FROM FY21 CIP PROJECT #PK01032 FOR THE NEW ED RICE COMMUNITY CENTER. THIS RESOLUTION IS SPONSORED BY PARKS AND NEIGHBORHOODS.**

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

APPROVED

28. **RESOLUTION REQUESTING TO APPROPRIATE ADDITIONAL FUNDS IN THE AMOUNT OF \$34,000.00 TO AN EXISTING CONSTRUCTION CONTRACT PROJECT TITLE STP GROUP 5 RESURFACING, PROJECT #PW01254. THIS RESOLUTION IS SPONSORED BY PUBLIC WORKS DIVISION.**

MOTION: Smiley
 SECOND: Canale
 AYES: Canale, Carlisle, Ford, Johnson, Jones, Logan, Morgan, Robinson, Smiley,

Swearengen, Warren and Chairman Colvett
Easter-Thomas did not cast a vote

APPROVED

29. **RESOLUTION TRANSFERRING AND APPROPRIATING CONSTRUCTION FUNDS IN THE AMOUNT OF \$2,750,000.00 FY21-CIP PROJECT #SW21201 TO REPAIR/REHAB EXISTING DAMAGED SANITARY SEWER PIPES USING CIPP PROCESS AT VARIOUS LOCATIONS. THIS RESOLUTION IS SPONSORED BY PUBLIC WORKS DIVISION.**

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

APPROVED

30. **RESOLUTION TRANSFERRING AND APPROPRIATING CONSTRUCTION FUNDS IN THE AMOUNT OF \$550,000.00 FY21 CIP PROJECT #ST03220 TO REPAIR/REHAB EXISTING DAMAGED STORM DRAIN PIPES USING CIPP PROCESS AT VARIOUS LOCATIONS. THIS RESOLUTION IS SPONSORED BY PUBLIC WORKS DIVISION.**

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

APPROVED

(Special Item #1 – Vice Chairwoman Swearengen made a motion to approve same night minutes for Items #3, #11, #14, #15, #17, #24, #32, #33, #34, #35 & #36 from tonight’s meeting.)

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

APPROVED

Vice Chairwoman Swearengen read the speaker cards from the following people:
Joe Kent, 5111 Flamingo Road, Memphis, Tennessee, 38117
Jean McInerney, 1361 West Crestwood Drive, Memphis, Tennessee, 38119

Raymond B. Gill III, 1365 Yorkshire Drive, Memphis, Tennessee, 38119
Dennis Lynch, 347 N. McLean Boulevard, Memphis, Tennessee, 38112

(Councilman Warren made a motion to recess the January 26, 2021 meeting, until February 2, 2021.)

RECESSED MEETING AT 5:37 p.m.

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

Attest:

CHAIRMAN

Deputy Comptroller/Council Records

**CITY OF MEMPHIS
NOTICE OF REGULAR MEETING
OF
THE MEMPHIS CITY COUNCIL
Tuesday, January 26, 2021, 3:30 p.m.**

Due to the declarations of a State of Emergency by the President of the United States, the Governor of Tennessee and the Mayor of Memphis relating to Covid-19 Epidemic the Council has determined that is necessary that the meeting be conducted by electronic or other means of communication in order to protect the health, safety and welfare of the public, City employees, Council staff and Members of the Council.

THERE WILL BE NO PHYSICAL MEETING

Attached to this Notice of Meeting are instructions on how members of the public may electronically access the meeting and/or a recording of the meeting and how the public may provide written comments concerning any agenda item or any other matter prior to the meeting.

INSTRUCTIONS OF STEPS TO VIEW THE JANUARY 26, 2021 MEMPHIS CITY COUNCIL MEETING

Take notice, the Memphis City Council will meet on **Tuesday, January 26, 2021 at 8:15 a.m.** However, due to Coronavirus disease (COVID-19) health and safety concerns, the public is not permitted to attend the meeting in-person. Instead, the public is permitted to participate in the meeting in the following manner: (I) Electronically, via live-stream, (II) Radio, via 88.5 FM (WQOX), and (III) Electronically, via digital archive.

A. Electronically, via live-stream

To view the Tuesday, January 26, 2021 Memphis City Council meeting electronically, via live-stream, follow the steps below:

- (1) Access the internet,
- (2) Go to the Memphis City Council's "Watch Meetings Online" page at <https://www.memphistn.gov/cms/One.aspx?portalID=11150816&pageID=15334953>
- (3) At 8:15 a.m., click on the January 26, 2021 Memphis City Council meeting
- (4) Begin viewing the January 26, 2021 Memphis City Council meeting electronically via live-stream
- (5) Click on the January 26, 2021 "Agenda" tab to view the agenda documents

B. Radio, via 88.5 FM (WQOX)

To listen to the Tuesday, January 26, 2021 Memphis City Council meeting by radio, via 88.5 FM (WQOX), follow the steps below:

- (1) Access a radio with FM-capabilities,
- (2) At 3:30 p.m., turn the radio dial to 88.5 FM (WQOX),
- (3) Begin listening to the January 26, 2021 Memphis City Council meeting by radio via 88.5 FM (WQOX)

C. Electronically, via digital archive

To listen to the Tuesday, January 26, 2021 Memphis City Council meeting electronically, via digital archive, follow the steps below:

- (1) Access the internet **after** the January 26, 2021 Memphis City Council meeting,
- (2) Go to the Memphis City Council's "Archived Videos" page at https://www.memphistn.gov/government/city_council/watch_public_meetings_online/city_council_archived_videos
- (3) Press play on the January 26, 2021 "City Council Full Meeting" tab
- (4) Begin viewing the January 26, 2021 Memphis City Council meeting electronically via digital archive
- (5) Click on the January 26, 2021 "Agenda" tab to view the agenda documents
- (6) Click on the January 26, 2021 "Minutes" tab to view the meeting minutes

Note: Public comments may be submitted to the Memphis City Council. To submit your public comment, **click here**. For more information, call (901) 636-6786.

Thank you for your patience during this time. We look forward to continuing our work on your behalf as a thirteen-member council working to make Memphis a safe, healthy, and prosperous city for all.

With earnest appreciation,



Frank Colvett, Jr.
Chairman, Memphis City Council