

CITY OF MEMPHIS

COUNCIL REGULAR MEETING

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

SUPPORTING DOCUMENTS

ITEM #	DESCRIPTION	PAGE #
1	INTRODUCTION of the Memphis Youth City Council..	
2	PRESENTATION of the winner of the Celebrating Black History Student Speech Competition.	
	PLANNING AND DEVELOPMENT Public Hearings & Ordinances	
3	RESOLUTION approving a planned development located at 3897 and 3901 Spottswood Avenue; containing +/-0.92 acres (expansion area) in the Residential Single Family – 6 (R-6) District. Case No. PD 20-20	1
4	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 THIRD reading. Case No. Z 20-11	117
	CONSENT AGENDA	
5	RESOLUTION approving the final plat for ALLENTOWN MANUFACTURE HOME VILLAGE (Allentown-South PD, Phase II) PD 06-322 and accepting Performance Bond No. CT025611 in the amount of \$153,200.00. Contract No. CR – 5360	1
	FISCAL CONSENT AGENDA	
	NONE	
	MLGW FISCAL CONSENT AGENDA	
6	RESOLUTION approving Change No. 1 to Contract No. 12262, HP-UX Support with Abtech Technologies, Inc. in the funded amount of \$42,000.00.	21
7	RESOLUTION approving Change No. 1 to Contract No. 12263, Panaya Software As A Service (SAAS) with Panaya, Incorporated to change the current contract in the funded amount of \$21,000.00.	24
8	RESOLUTION approving Change No. 2 to Contract No. 12093, Printing Equipment Maintenance with Mitchell Graphic Repair dba MGR, Incorporated, in the funded amount of \$48,113.00.	27

NOTE—THE REFERENCES TO THE PAGE NUMBERS USED IN THE ABOVE TABLE FOR SEPARATE PACKAGES FOR ZONING PUBLIC HEARINGS AND ZONING ORDINANCES ARE THE PAGE NUMBERS USED IN THE SEPARATE PACKAGES FOR THOSE ITEMS

9	RESOLUTION approving Change No. 1 to Contract No. 12261, Utility Bill Folder/Inserter Equipment and Software Maintenance with Bell and Howell, LLC in the funded amount of \$251,808.00.	32
10	RESOLUTION awarding Contract No. 12228, 12" PE LFG De-commissioning to Action Environmental, in the funded amount of \$124,000.00.	35
11	RESOLUTION ratifying the approval, after the fact, of a payment of \$194,580.00 to Barnhardt Crane and Rigging for rental of cranes used during the emergency replacement of tower #739.	40
	REGULAR AGENDA	
12	<p><u>APPOINTMENTS</u></p> <p><u>HEALTH, EDUCATIONAL, HOUSING, AND FACILITY BOARD</u> <u>Appointment</u></p> <ul style="list-style-type: none"> • Sheleah Harris <p><u>MEMPHIS ANIMAL SERVICES</u> <u>Appointment</u></p> <ul style="list-style-type: none"> • Shea Flinn <p><u>Reappointment</u></p> <ul style="list-style-type: none"> • Jacquelyn Johns <p><u>MEMPHIS AREA TRANSIT AUTHORITY</u> <u>Appointment</u></p> <ul style="list-style-type: none"> • Anton Mack <p><u>MEMPHIS HOUSING AUTHORITY</u> <u>Appointment</u></p> <ul style="list-style-type: none"> • Shelia Terrell 	44
13	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.	49
14	SUBSTITUTE 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.	55
15	SUBSTITUTE 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	58
16	SUBSTITUTE 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	59

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	Section 21-336 (B) regarding Muffler Violations and Penalties, up for THIRD reading.	
17	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 THIRD reading	60
18	SUBSTITUTE 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 THIRD reading.	62
19	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 THIRD reading.	67
20	APPROVAL of an Economic Impact Plan for the Downtown Mobility Authority and otherwise providing with respect to the foregoing.	70
21	RESOLUTION authorizing approval of the use of Pilot Extension Fund for payment of indebtedness or cost with respect to the purchase of 100 North Main and preconstruction cost and the cost of the development or redevelopment of parking on the 100 North Main site by the Downtown Mobility Authority and a portion of the cost of development of a parking garage by the Downtown Mobility Authority as a part of the redevelopment of the Snuff District, and otherwise providing with respect to the foregoing.	83
22	RESOLUTION adopting the City of Memphis Division of Parks and Neighborhoods' Master Plan, a guide for the next decade of parks-related operations and development	87
23	RESOLUTION amending the Memphis City Council Community Grant Program for FY2022	88
	Minutes of February 16, 2021 Delayed Regular Meeting	92

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City Council Item Routing Sheet

Division Engineering Committee N/A Hearing Date March 2, 2021
 District 1 Super District 9

- Ordinance Resolution Grant Acceptance
 Budget Amendment Commendation Other:

Item Description :
 The resolution approves the final plat for Allentown Manufacture Home Village (Allentown-South PD, Phase II) PD 06-322 with the City of Memphis located at 4690 Raleigh Millington Road, approximately 1,240 linear feet southeast of the New Allen Road intersection on the east side of Raleigh Millington Road intersection in the City of Memphis. Cost of improvements to be borne by the Developer. Resolution also authorizes to accept the Performance Bond No CT025611 in the amount of \$153,200.00

Recommended Council Action:
 ADOPT THE RESOLUTION

Status of MWBE planned expenditures funding, if applicable:
 N/A

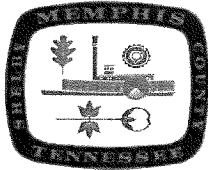
Describe previous action taken by any other entity (i.e. board, commission, task force, council committee, etc.) and date of any action taken:
 No previous actions have been taken by any other entity.

Does this item require city expenditure? No \$ Amount _____ \$ Revenue to be received _____	Source and Amount of Funds \$ Operating Budget \$ CIP Project # \$ Federal/State/Other
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Approvals

Director W/S 2/23/2021 Date _____
 Budget Manager _____ Date _____
 Chief Financial Officer _____ Date _____
 Deputy Financial Officer _____ Date _____
 Chief Legal Officer _____ Date _____

Chief Administrative Officer
 _____ Date _____
Council Committee Chair
 _____ Date _____



Memphis City Council Summary Sheet

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

Resolution

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

Engineering

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

Approve the final plat for Allentown Manufacture Home Village (Allentown-South PD, Phase II) PD 06-322 and accepting the Performance Bond No. CT025611

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

No

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

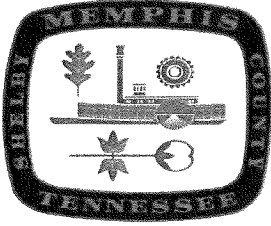
New contract

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

No

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

N/A



RESOLUTION approving the final plat entitled Allentown Manufacture Home Village (Allentown-South PD, Phase II) PD 06-322

WHEREAS, **UMH Properties, Inc.** is the Developer of certain property within the present limits of the City of Memphis, located at 4690 Raleigh Millington Road, approximately 1,240 linear feet southeast of the New Allen Road intersection on the east side of Raleigh Millington Road intersection in the City of Memphis, Tennessee as indicated on the final plat entitled **Allentown Manufacture Home Village (Allentown-South PD, Phase II) PD 06-322** and

WHEREAS, the developer desires to develop the property reflected on the final plat; and

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

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

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the final plat for **Allentown Manufacture Home Village (Allentown-South PD, Phase II) PD 06-322** and is hereby approved.

BE IT FURTHER RESOLVED, that the proper officials be and are hereby authorized to execute the attached standard improvement contract and accept the Performance Bond No. CT025611 in the amount of \$153,200.00.

CITY OF MEMPHIS
STANDARD IMPROVEMENT CONTRACT

THIS AGREEMENT, made and entered into this _____ day of _____ by and between **UMH Properties, Inc.** of West Virginia hereafter called the "DEVELOPER", and the City of Memphis, Tennessee, a municipal corporation organized under the laws of the State of Tennessee, hereafter called the "CITY".

WITNESSETH:

WHEREAS, **UMH Properties, Inc.** is the Developer of **Allentown Manufacture Home Village (Allentown-South PD, Phase II) PD 06-322** as reflected on the final plat and located at 4690 Raleigh Millington Road, approximately 1,240 linear feet southeast of the New Allen Road intersection on the east side of Raleigh Millington Road intersection in the City of Memphis, Tennessee, hereafter known as the Project; and

WHEREAS, the Developer desires to develop the Project; and

WHEREAS, the Developer is required to construct public improvements to the Project in accordance with the Memphis and Shelby County Unified Development Code and the conditions imposed on this development at Developer's own cost; and

WHEREAS, the City is willing to approve the Project subject to approval of the Council of the City of Memphis and upon conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties herein contained, it is agreed and understood as follows:

I. GENERAL REQUIREMENTS

1. The Developer shall provide all the public improvements within the Project as required by the Memphis and Shelby County Unified Development Code as amended and the applicable City Code of Ordinances, including without limitation, the City Paving Ordinance, codified as Ordinance No. 3974.
2. The Developer shall grant the necessary easements and dedicate the required rights-of-way across Developer's properties without expense to the City and waive any claim for damages resulting from City's use of such easements and rights-of-way.
3. All easements granted by the Developer, as reflected on the final plat, shall be specifically reserved for the single use as noted on the plans.
4. No multi-use easements shall be accepted by the City.
5. The Developer shall perform all work for the Project under this contract in accordance with plans and plats prepared by the Developer's engineer and approved by the City Engineer, all of which are made a part hereof as if copied herein, and in accordance with the current standards and policies which form the basis of review by City for all such work, including without limitation, the City of Memphis Construction Standards and Specifications. All work required herein shall be subject to The approval of the City Engineer and shall not be officially accepted until final inspection has been

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made, as built drawings have been submitted and approval has been granted by the Memphis City Council.

6. The Developer shall, upon direction of the City Engineer, include in the plan set a traffic control plan prepared by a registered professional engineer. The Developer shall provide and maintain all traffic control devices throughout the applicable portion of the work in accordance with the conditions and special provisions included on the traffic control plan approved by the City Engineer.
7.
 - a. This contract and the bond required herein are subject to the approval of the City Mayor and the City Attorney.
 - b. The Developer shall furnish, on demand of the City Attorney, satisfactory evidence of the lawful right to enter into this contract for the purposes herein contained.
8.
 - a. The Developer shall furnish all engineering for the preparation of plans and plats and construction of the work required by this contract.
 - b. Upon completion of the required work, the Developer's Engineer shall submit a statement verifying that the site was graded in accordance with the approved grading plan and that there are no significant changes in the vertical and horizontal alignment of any improvements as shown on the approved construction plans. The Developer's engineer shall provide and certify clearly identifiable "as-built" information on the original mylar sewer plan and grading and drainage plan by reflecting the exact flow line elevation of all pipes at all manholes and structures, and shall provide constructed grade elevations for all public street improvements at 50-foot stations. The revision block on each mylar plan shall be noted as "Revised to reflect as-built conditions."
 - c. The engineering design shall be performed by an engineer holding a license from the Tennessee State Board of Architectural and Engineering Examiners and approved by the City Engineer.
 - d. The City shall inspect the construction of the Project.
9. Any improvements installed without approved plans or which were not inspected are subject to removal and replacement if required by the City. All costs of certification as required by the City are the Developer's responsibility.
10. The Developer shall insure, defend, and hold harmless the City, its officers and employees from any claim, cause of action or liability, alleged and/or proven to have arisen directly or indirectly by reason of the Developer's design, construction, installation or the development itself, in whole or part.
11.
 - a. The City, in its governmental functions, is not and could not be expected to oversee, supervise, and/or direct the construction of all improvements, and the excavation incident thereto.
 - b. The City Engineer is neither vested with the original design responsibility nor the means to formally survey elevations or the locations of improvements at every stage of the construction process.

- c. The Developer now has and shall retain the responsibility to properly anticipate, survey, design and construct the improvements of the Project and give full assurance that same shall not adversely affect any other property.
 - d. In providing technical assistance, plans and design review, the City does not and shall not relieve or accept any liability from the Developer.
12. a. The City shall become the owner of and maintain all sanitary sewers and house connections constructed and located within dedicated public sanitary sewer easements and/or street rights-of-way after acceptance of the Project by the City.
- b. The City shall become the owner of and maintain all drainage facilities constructed and located within dedicated public drainage easements and/or street rights-of-way and all streets constructed within dedicated public street rights-of-way after acceptance of the Project by the City.

II. GENERAL STREET REQUIREMENTS

1. The Developer shall improve all streets/intersections as shown on the approved plans.
2. The Developer shall submit to the City Engineer, prior to the installation of the asphaltic binder course, satisfactory standard density test data performed by an independent soil testing laboratory as required by the City of Memphis Standard Construction Specifications for the subgrade and compacted gravel base.
3. Following satisfactory completion of all other items of construction work required under this contract and approval by the City Engineer, the Developer shall pave the compacted gravel base pavement as shown on the approved plans.
4. The Developer shall only be required to install drainage, grade, gravel, pave with binder course and construct curbs and gutters to the existing pavement as shown on the approved plans.
5. The Developer, at no cost to the City or to the abutting property owner(s), shall be responsible for placement of the asphaltic surface course pavement on the above described public street(s) upon completion of the building(s) in the Project or at a time otherwise deemed appropriate by the City.
6. The Developer shall complete all grading within the street rights-of-way before the public utilities are installed.
7. The Developer shall construct a wheelchair ramp or ramps at each intersection in the Project in accordance with approved plans.
8. The Developer shall place Type III barricades at the end of each uncompleted street at the boundaries of the Project, suitably placed to prevent the passage of vehicular traffic, all to the specification of the City Engineer as shown on the approved plans.
9. a. The Developer shall fabricate and install the permanent street name sign and post in accordance with the Standards and Specifications of the City, as shown on the approved plans. These signs and posts shall be in place prior to installation of gravel base pavement.

- b. The Developer shall install the appropriate color sign for all permanent street name signs (Green for public streets and blue for private drives).
- c. The Developer may obtain the standards and specifications for street signs, posts, coloring and lettering from the Department of Traffic Engineering, 125 North Main Street, Memphis, TN 38103.

10. SIDEWALKS

Not applicable for this contract

11. GUARANTEE OF CONSTRUCTION IMPROVEMENTS

- a) Prior to acceptance of the Project by the City, the Developer shall provide a one-year bonded warranty for all labor and materials installed within the dedicated right-of-way for roadway pavement, drainage structures, sanitary sewer house connections and other improvements provided by the Developer, for the purpose of repairing failures to listed improvements that occur during the warranty period due to construction damage, defects in materials and workmanship, including, but not limited to, backfill and sub-grade compaction. All such repairs shall be at the Developer's sole expense.
- b) The one-year period (the warranty period) will begin upon acceptance by the Memphis City Council of all improvements completed by the Developer. The value of the bond supplied during the warranty period shall be equal to ten percent of the value of the full bond for the project. (the warranty bond). Said warranty shall require the Developer to rectify all deficiencies that subsequently occur in the pavement, sub-grade compaction or utilities constructed within the right-of-way within seven working days of having been notified by the City of Memphis Division of Public Works that deficiencies exist. The Developer shall immediately repair and otherwise rectify any and all deficiencies to the satisfaction of the City Engineer.
- c) Prior to expiration of the warranty period, the Developer shall request a final inspection from the City Engineer. A written report of such inspection, outlining items to be repaired, shall be delivered to the Developer within seven working days after the Developer's request.
- d) The Developer will promptly make any and all corrections required to the work and notify the City Engineer when such work is ready for re-inspection. When the City Engineer determines by such inspection that the roadway system and all appurtenances are in good condition, the warranty bond shall be released.

III. TRAFFIC SIGNAL MODIFICATIONS

Not applicable for this contract

IV. PRIVATE DRIVE REQUIREMENTS

Not applicable for this contract

V. SEWER REQUIREMENTS

- 1. The Developer shall provide and install sanitary sewer service to each lot or building in the Project at his expense.

2. The Developer shall construct service connections and clean-outs in accordance with the current City Standard.
3. The Developer shall install all sewer work in accordance with the existing ordinances covering such work.
4. The Developer shall show proof of purchase of all rims and covers, frames and grates, and other castings required in the Project.
5.
 - a. The Developer shall construct all sanitary sewers and house connections within the limits of the Project at his own expense and pay such additional fees as established by the City.
 - b. All house connections shall be constructed with a pipe diameter not less than six (6) inches
6. The City shall have the right to make other connections to the sanitary sewers at any time without rebate or payment to the Developer whatsoever.
7.
 - a. The City shall not guarantee the sanitary sewer services furnished.
 - b. The City shall not be liable for any failure of services.
 - c. The City shall not be liable for any defects in the service or defects in the City-owned sanitary sewers after installed or service rendered.
 - d. The City shall become the owner of and maintain all sanitary sewers and house connections constructed and located within dedicated public sanitary sewer easements and/or street rights-of-way after acceptance of the Project by the City.
8. TEMPORARY SANITARY SEWER STORAGE
Not applicable for this contract.

VI. DRAINAGE REQUIREMENTS

1. The Developer shall provide and construct all drainage, including pipes, culverts, inlets, manholes, headwalls, ditches, channel lining and paving, special structures, bank protection and fencing adjacent to open ditches and drainage outfalls made necessary by the development of the Project in accordance with plans and specifications approved by the City Engineer.
2.
 - a. The Developer shall construct to adequate cross-section, any and all water courses lying partially or wholly within the boundary of the Project and in all abutting street rights-of-way to provide design flow without threat of erosion or flooding of any property within the Project or to any adjoining property.
 - b. Such watercourses shall be placed in an underground conduit system and/or constructed or lined in a manner satisfactory to the City Engineer.
 - c. All drainage designs, including any required on-site detention facilities, shall be in conformance with the requirements of the City of Memphis Drainage Design Manual and any additional standards and specifications imposed by the City.

3. The Developer shall construct all drainage structures necessary for the road plans affecting any watercourse lying partially or wholly within the Project.
4. a. The Developer shall deliver the formal written and sealed opinion of a certified and licensed professional engineer, duly insured, certifying as a professional engineer that he has reviewed the entire watershed within which the Project is located and that upon full development at the greatest allowable use density under proposed land use of all land within that watershed, the proposed Project will not increase, alter or affect the flow of surface waters, nor contribute to same, so as to damage, flood or adversely affect any property.
 - b. The Developer shall have his engineer establish and certify a minimum first floor elevation for each lot or structure in the Project that is one foot above the elevation of storm water inundation during a 100-year storm event. The Developer shall make this information available to the initial buyer of each lot or structure.
 - c. The Developer shall insure, defend, and hold harmless the City, its officers and employees from any claim, cause of action or liability, alleged and/or proven, to have arisen directly or indirectly from alteration to the surface water by reason of the Developer's design, construction, installation or the development itself, in whole or part.
5. a. The City, in its governmental functions, is not and could not be expected to oversee, supervise, and/or direct the construction of all drainage improvements, and the excavation incident thereto.
 - b. The City Engineer is neither vested with the original design responsibility nor the means to formally survey elevations or the locations of improvements at every stage of the construction process.
 - c. The Developer now has and shall retain the responsibility to properly anticipate, survey, design and construct the surface water drainage improvements of the Project and give full assurance that same shall not adversely affect the flow of surface water from or upon any property.
 - d. In providing technical assistance, plans and design review, the City does not and shall not relieve or accept any liability from the Developer.
6. ON-SITE DETENTION
 - a. The Developer shall design and construct storm water detention facilities within the Project whenever the calculated on-site storm water runoff for a ten (10) year storm exceeds the capacity of the downstream pipes and/or improved channel. The downstream capacity shall be calculated by determining what storm frequency can be accommodated by the controlling downstream pipe or improved channel with the upstream basin being fully developed at projected zoning and land use.
 - b. The Developer's design documentation shall include, but not be limited to, the following data: site plan, grading and drainage plan with flow calculations on all pipes and channels, stage-storage curves for proposed detention facilities, stage-outflow curves for proposed detention facilities, inflow and outflow hydrographs in plotted form as well as inflow and outflow hydrographs, detention pond elevations and storage in tabular form.
 - c. The following note shall be placed on the final plat of any development requiring on-site storm water detention facilities:

The areas denoted by "Reserved for Storm Water Detention" shall not be used as a building site or filled without first obtaining written permission from the City Engineer. The storm water detention systems located in these areas, except for those parts located in a public drainage easement, shall be owned and maintained by the property owner and/or property owners' association. Such maintenance shall be performed so as to ensure that the system operates in accordance with the approved plan on file in the City Engineer's Office. Such maintenance shall include, but not be limited to, removal of sedimentation, fallen objects, debris and trash, mowing, outlet cleaning and repair of drainage structures.

VII. TIME OF PERFORMANCE REQUIREMENTS

1. The Developer shall complete all work required of Developer in this contract within THREE HUNDRED & SIXTY-FIVE (365) consecutive calendar days from the date City Council approves this contract at the Developer's sole expense and to the satisfaction of the City Engineer.
2. a. If due to unforeseen circumstances the Developer is unable to complete the work included in this agreement within the time specified above, the Developer shall submit a written request for an extension of the contract to the Office of the City Engineer at least thirty-five (35) days before the contract expires, requesting an extension and specifying the reasons why the work as agreed remains uncompleted and a date for the anticipated completion.
b. Failure to comply with the extension procedures shall result in Developers' breach of this agreement.
3. a. The City hereby reserves the right to utilize the Developer's bond to complete the required work, if the Developer fails to satisfactorily perform the work required within the above stated time of contract, and no time extension has been granted by the City Council subsequent to receiving a written request for an extension from the Developer.
b. In the event the surety provided by the Developer is inadequate to cover the cost of completing the required work at the time the extension is sought, the Developer shall provide additional surety to cover current cost projections as made by the City.
c. The Developer shall in no way be relieved of any responsibility to complete the terms of this contract should the City exercise the right to utilize the bond to complete the required work.

VIII. MISCELLANEOUS REQUIREMENTS

1. The Developer shall enter into a contract with the Memphis Light, Gas and Water Division to provide permanent electrical power to each residential lot or building in the Project.
2. The Developer shall provide public water service to each lot or building in the Project, subject to the specifications and approval of the Memphis Light, Gas and Water Division.
3. The Developer shall extend water mains and install fire hydrants within the Project in accordance with the type of service required by and to the specifications of the City Division of Fire Services and Memphis Light, Gas and Water Division.

4. The Developer shall haul all scrap building materials, debris, rubbish, and other degradable materials to an authorized landfill, and not bury such materials within the limits of the Project.
5. The Developer shall show proof of purchase of all rims and covers, frames and grates, and other castings required in the Project.
6. Prior to acceptance of the Project by the City, the Developer shall deliver to the City a certificate stating that all subcontractors and material suppliers furnishing labor and/or material for the improvements required under this contract have been paid in full.
7. The Developer shall be responsible for the cost of any and all relocation, adjustment, modification, installation, and/or removal of utilities brought about as a result of the development of this project.
8. The Developer shall restore all rights-of-way, easement areas, public and private properties and all improvements therein to a condition equal to or better than their original condition prior to construction of the Project, all at Developer's sole expense.

IX. RECORDING OF PLAT REQUIREMENTS

The Developer shall cause the final plat of this Project to be recorded in the Register's Office of Shelby County, Tennessee, following approval of the plat and this contract by the Memphis City Council. In the event Developer elects to use the Alternate Bond procedure, the final plat shall not be recorded until either all improvements have been installed to the specifications of the City or County Engineer and accepted by the governing bodies or until all required improvements have been fully bonded in accordance with Section XII included herein. Building permits may only be issued after proper recordation of the final plat.

X. PROPERTY TRANSFER AND ASSUMPTION AGREEMENT REQUIREMENTS

1. a. The Developer shall not transfer his interest in the property on which this Project is to be located during the term of this contract without first providing the Office of the City Engineer with notice of when the transfer is to occur and the name and address of the proposed transferee.
- b. 1) The City Engineer shall require the Developer and the transferee to enter into an Assumption Agreement which obligates the transferee to dedicate the rights-of-way, grant easements, perform the improvements required under this contract and provide the security needed to assure such performance.
2) The Assumption Agreement will be subject to the approval of the City Attorney, the City Mayor and the City Council.
2. If the Developer transfers his interest in the property without providing the notice of transfer and Assumption Agreement as required herein, he will be in breach of this contract and in violation of the Unified Development Code.
3. The Developer shall remain liable during the term of and under the terms of this agreement though a subsequent sale of all or part of the Developer's interest in the property occurs, unless an Assumption Agreement is entered into with the new owners and the City of Memphis and a new performance bond or other surety acceptable to the City of Memphis is issued naming the new owners as principal.

XI. JURISDICTION AND VENUE

The terms and conditions of this Agreement are governed by the laws of the State of Tennessee. In the event, any provision of this Agreement is determined to be illegal or unenforceable, the same will not affect the validity or enforceability of the remaining provisions of this Agreement. All actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this Agreement will be instituted and litigated in the courts of the State of Tennessee, located in Shelby County, Tennessee, without regard to conflict of laws principles. In accordance, herewith, the parties to this Agreement submit to the jurisdiction of the courts of the State of Tennessee located in Shelby County, Tennessee.

XII. FEE REQUIREMENTS

1. SEWER FEES

A. SEWER EXTENSION FEE

Not applicable to this contract.

B. SEWER DEVELOPMENT FEE

1) The Developer has paid the City **Twelve Thousand Eight Hundred Ninety-Four Dollars and Zero Cents (\$12,894.00)**, which represents the base fee (15.35 acres at \$840.00 per acre) plus a Loosahatchie Basin surcharge of **Fifty Three Thousand Seven Hundred Twenty-Five Dollars and Zero Cents (\$53,725.00)**, which represents (15.35 acres at \$3,500.00 per acre) and equals a total sum of **Sixty-Six Thousand Six Hundred Nineteen Dollars and Zero Cents (\$66,619.00)** for the purpose of defraying the cost of constructed sanitary sewers and treatment facilities to be utilized in serving the Project.

2) No refund shall be granted regardless of the cost of the sewer extension, internal sewers and/or house connections.

C. SEWER EXTENSION BONDING

Not applicable to this contract.

2. DRAINAGE FEE

Not applicable to this contract.

3. ENGINEERING ADMINISTRATION FEE

The Developer shall pay to the City, at the time of contract execution, an Engineering Administration Fee in the amount of **Two Thousand Seven Hundred Thirty-Five Dollars and Zero Cents (\$2,735.00)**, which represents the net sum of the following:

Base Fee	\$1,725.00
Incremental Fee	<u>1,535.00</u>
Subtotal	\$3,260.00
Less prepaid review fee	<u>-525.00</u>
TOTAL FEE	\$2,735.00

XIII. BOND REQUIREMENT

1. The Developer shall execute the attached bond form and submit a security deposit to be approved by the Mayor and City Attorney in the form of a performance bond, cash deposit, certificate of deposit, or irrevocable /automatically renewable letter of credit for 100% of the costs of the improvements as computed by the City Engineer in the amount of **One Hundred Fifty-Three Thousand Two Hundred Dollars and Zero Cents (\$153,200.00)**.
2. The executed bond form and security provided by the Developer shall be submitted along with this contract and attached hereto as a guarantee of Developer's faithful performance of this contract. Sureties of a fixed term of expiration shall not be accepted.
3. The security posted by the Developer shall not be released until the City has inspected all of the improvements, and all improvements have been satisfactorily completed in accordance with the contract and engineering plans, and the Memphis City Council has accepted the completed improvements.
4. The City Engineer may approve a reduction in the amount of the bond as improvements are made and inspected, but in no case, shall the bond be less than ten percent of the estimated costs of the improvements.

XIV. ALTERNATE BOND

Not applicable for the contract

XV. THE DEVELOPER'S INSURANCE REQUIREMENTS

1. a. The Developer shall not commence work under this contract until he has obtained or caused his subcontractor to obtain all insurance required under this Section and such insurance has been approved by the City.
 - b. **THE CITY OF MEMPHIS SHALL BE CONSPICUOUSLY NAMED ON THE CERTIFICATE(S) OF INSURANCE AS ADDITIONAL INSURED AND CERTIFICATE HOLDER.** Certificate holder's address shall be: City of Memphis, Engineering Department, Room 644, 125 N. Main Street, Memphis, TN 38103.
 - b. **THE NAME OF THE PROJECT, ALLENTOWN MANUFACTURE HOME VILLAGE (ALLENTOWN-SOUTH PD, PHASE II), PD 06-322, SHALL BE SPECIFIED ON THE CERTIFICATE(S) OF INSURANCE.**
2. a. The Developer shall be responsible from the time of signing this contract or from the beginning of the first work, whichever shall be earlier, for all injury or damage of any kind to persons or property resulting from this work.
 - b. In addition to the liability imposed upon the Developer on account of bodily injury (including death) or property damage suffered through the Developer's negligence, which liability is not impaired or otherwise affected hereby, the Developer assumes the obligation to protect, defend, indemnify and hold the City, its officers, employees, and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of any kind and character in connection with or arising directly or indirectly out of this contract and/or the performance hereof by act or omission of the Developer

or subcontractor, or anyone either 1) directly or indirectly employed or 2) under the supervision of any of them in the prosecution of the work included in this contract.

- c. The Developer acknowledges that these are bargained for considerations, that he shall be liable to the maximum extent permitted by law, and regardless of the participation of the City in the Project.
3. The Developer, upon affixing his signature to this contract, shall provide, at no cost to the City, the following insurance to the City from insurance companies acceptable to the City and licensed in the State of Tennessee, which insurance shall be evidenced by current certificates and/or policies attached to this contract and kept in full force throughout the term of this contract as required by the City, including during any and all contract extensions. In the event of premature expiration of liability, a certificate of renewal shall be provided thirty (30) days prior to expiration of the liability insurance.
4. Each certificate or policy shall require and state in writing that **"THIRTY (30) DAYS PRIOR TO CANCELLATION OR MATERIAL CHANGE IN THE POLICIES, NOTICE THEREOF SHALL BE GIVEN TO THE CITY OF MEMPHIS BY REGISTERED MAIL, RETURN RECEIPT REQUESTED."**
5. The following stated insurance policies and coverages shall be provided:
 - a. Worker's Compensation coverage in accordance with the Statutory Requirements and limits of the State of Tennessee. All States Endorsement is required /or a Certificate of the State Worker's Compensation Board showing proof of ability to pay compensation directly.
 - b. Commercial General Liability Insurance with minimum limits of:
 - 1) Bodily Injury (including death) and Property Damage \$1,000,000 Each Occurrence with \$2,000,000 Annual Aggregate.
 - 2) The following coverages are to be included in the above policy and SPECIFICALLY NOTED on the Certificate of Insurance provided to the City.
 - a) Premises and Operations
 - b) Independent Contractors
 - c) Products and Completed Operations
 - d) Blanket Contractual
 - e) XCU Coverages (Explosion, Collapse and Underground)
 - f) Broad Form Property Damage
 - g) Personal Injury
 - c. Comprehensive automobile liability insurance covering owned, hired and non-owned vehicles with minimum limits of:

Bodily Injury and Property Damage \$1,000,000 each accident

IN WITNESS, WHEREOF, the Developer has subscribed his name and the City has caused its name to be subscribed and its corporate seal affixed by its duly authorized officers.

CITY OF MEMPHIS, TENNESSEE

THE DEVELOPER
UMH Properties, Inc

Mayor

Jeffrey V. Yorick, P.E.
Vice President for Engineering

APPROVED:

FOR CORPORATIONS ONLY:
ATTEST

City Engineer

Corporate Secretary

Comptroller

ADDRESS:
150 Clay Street, Suite 450
Morgantow, WV 26501
Phone: 304-291-3380

APPROVED AS TO FORM:

City Attorney

BOND

BOND NUMBER CT025611

STATE OF TENNESSEE
COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS, that we **UMH Properties, Inc.** as Principal, a corporation organized and existing under and by virtue of the laws of the State of _____; and First Indemnity**** a corporation organized and existing under and by virtue of the laws of the State of New Jersey and duly licensed to do business as a surety in the State of Tennessee, as Surety, are held and firmly bound unto the City of Memphis, as Obligee, in the penal sum of **One Hundred Fifty-Three Thousand Two Hundred Dollars and Zero Cents (\$153,200.00)** lawful money of the United States of America, for which payment well and truly to be made, we do hereby bind ourselves, our heirs, personal representatives, executors, successors and assigns, jointly and severally, firmly by this Bond. ****of America Insurance Company

WHEREAS, the Principal has entered, or is about to enter, into a written agreement with the Obligee to perform in accordance with the terms and conditions of the Standard Improvement Contract, dated as of _____, 20__, said Contract is hereby referred to and made a part hereof;

NOW, THEREFORE, the condition of this obligation is such that if the said Developer, its successors and assigns, shall well and truly perform its obligations as set forth in the Standard Improvements Contract with respect to the public improvements to be constructed as a part of the Project known as **Allentown Manufacture Home Village (Allentown-South PD, Phase II) PD 06-322** and provided that the contract is completed in a workmanlike manner to the satisfaction of the City of Memphis, all work in said contract to be performed in accordance with its terms, then this Bond shall be void, otherwise to remain in full force and effect pursuant to its terms.

AND, the Surety's obligation under this Bond shall arise after Obligee has notified the Principal, with a copy to the Surety, that Obligee has failed to satisfactorily complete and perform its obligations in a workmanlike manner and Principal's continued failure has been declared a default under the Standard Improvement Contract.

IN WITNESS, WHEREOF, the Principal and the Surety have hereunto affixed their signatures and seals, by the respective duly authorized officers, on the dates indicated.

DATED at Memphis, Tennessee, this 11th day of January 2021.

CITY OF MEMPHIS, TENNESSEE

THE DEVELOPER
UMH Properties, Inc.

Mayor

Jeffrey V. Yorick, P.E., Vice President for
Engineering

APPROVED AS TO FORM:

City Attorney

ADDRESS:
150 Clay Street, Suite 450
Morgantown, WV 26501
Phone: 304-291-3380

SURETY NAME & ADDRESS:

TENNESSEE LICENSED AGENT NAME &
ADDRESS

First Indemnity of America Insurance Company

2740 Route 10 West Suite 205 Morris Plains, NJ
07950

BY SURETY:

BY TENNESSEE AGENT NO.:

Cristina Carpenter
Cristina Carpenter, Attorney-In-Fact

SURETY ACKNOWLEDGEMENT

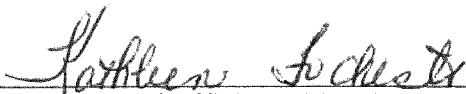
State of New Jersey

ss:

County of Morris

On this 11th day of January, 2021, before me personally comes

Cristina Carpenter to me known; who, being by me duly sworn, deposes and says that he/she resides in Morris Plains, NJ, that he/she is the Attorney-in-Fact of the First Indemnity of America Insurance Company the Corporation described in and which executed the foregoing instrument; that he/she knows the seal of the said Corporation; that the seal affixed to the said instrument is such Corporate seal; that it was so affixed by the order of the Board of Directors of the said Corporation, and that he/she signed his/her name thereto by like order.


(Signature & Title of Official Taking Acknowledgment)

KATHLEEN FOCHESTO
Commission # 2394310
Notary Public, State of New Jersey
My Commission Expires
March 16, 2025

**FIRST INDEMNITY OF AMERICA
INSURANCE COMPANY**
2740 Rt. 10 West, Suite 205 Morris Plains, New Jersey 07950
Telephone: (973) 402-1200

POWER OF ATTORNEY FOR BONDS AND UNDERTAKINGS

Know All Men By These Presents: That First Indemnity of America Insurance Company, a Corporation of the State of New Jersey does hereby appoint: Cristina Carpenter, its true and lawful Attorneys-in-Fact: to make, execute, sign, acknowledge, affix the Company Seal to, deliver any and all surety bonds, undertakings, recognizances, and other contracts of indemnity and writings obligatory in the nature of a bond, for and on behalf of said Company and as an act and deed of said Company.

IN WITNESS WHEREOF, First Indemnity of America Insurance Company of the State of New Jersey has executed these presents this 25th day of November, 2019.



Patrick J. Lynch
Patrick J. Lynch, President

STATE OF NEW JERSEY)
COUNTY OF MORRIS) ss:

On this 25th day of November, 2019, before me came the above named officer of First Indemnity of America Insurance Company of New Jersey, to me personally known to be the individual and officer described herein, and acknowledge that he executed the foregoing instrument and affixed the seal of said corporation thereto by authority of this office.



Kathleen Fochesto
KATHLEEN FOCHESTO
Commission # 2394310
Notary Public, State of New Jersey
My Commission Expires
March 16, 2025

CERTIFICATE

Excerpts of Resolutions (Article V, Paragraph 5, of the By-Laws of said Company) adopted by the Board of Directors of the First Indemnity of America Insurance Company of the State of New Jersey, November 25, 2019.

RESOLVED, on November 25, 2019, that the President, or any one of the Vice Presidents specially authorized to do so by the Board of Directors, or by the Executive Committee, shall have power to appoint Attorneys-in-Fact as the business of the company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and release and assignment of judgments, decrees, mortgages and instruments in the nature of mortgages, and also all other instruments and documents which the business of the Company may require and to affix the Seal of the Company thereto.

FURTHER RESOLVED, that the signatures and attestations of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating to the Power of Attorney by facsimile and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond, undertaking, recognizances or other contract of indemnity of writing obligatory in the nature thereof.

I, Jane E. Lynch, Secretary of First Indemnity of America Insurance Company of New Jersey, do hereby certify that the foregoing excerpts of the Resolution adopted by the Board of Directors of the Corporation and the Powers of Attorney issued pursuant thereto, are true and correct and that both the Resolution and the Powers of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have herewith set my hand and affixed the seal of said Corporation this 11th day of January, 2021.



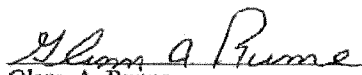
Jane E. Lynch
Jane E. Lynch, Secretary

[FIA POWER 2014 06 03]

FIRST INDEMNITY OF AMERICA INSURANCE COMPANY
2740 Route 10 West, Suite 205, Morris Plains, N.J. 07950
STATEMENT OF FINANCIAL CONDITION AS OF DECEMBER 31, 2019

Assets:	
Bonds	\$ 4,350,412
Preferred & Common Stocks	3,120,861
Mortgage Loans	112,647
Real Estate	1,281,462
Cash and Short Term Investments	3,018,966
Investment Income Due and Accrued	66,833
Premiums in the Course of Collection (under 90 days)	407,407
Reinsurance Recoverable on Loss and LAE Payments	179,860
Deferred Tax Asset	462,360
Other Assets	<u>55,476</u>
Total Admitted Assets	\$ <u>13,056,284</u>
 Liabilities and Surplus:	
Reserve for Loss and Loss Adjustment Expenses	2,447,613
Other Expenses	304,131
Taxes Licenses and Fees	(51,736)
Federal Income Tax Payable	-
Unearned Premium	1,852,128
Amounts Withheld or Retained for Others	151,664
Ceded Reinsurance Balances Payable	151,787
Liability for Unauthorized Reinsurers	<u>-</u>
Total Liabilities	4,855,587
 Capital & Surplus:	
Common Stock, Paid Up	2,500,000
Paid in and Contributed Surplus	1,480,945
Unassigned Surplus	<u>4,219,752</u>
Surplus as Regards to Policyholders	<u>8,200,697</u>
Total Liabilities and Surplus	\$ <u>13,056,284</u>


I, Glenn A. Runne, Chief Financial Officer of First Indemnity of America Insurance Company, do hereby certify that the foregoing statement is a correct exhibit of the assets and surplus of the said company, on the 31st day of December, 2019, according to the best information, knowledge, and belief.

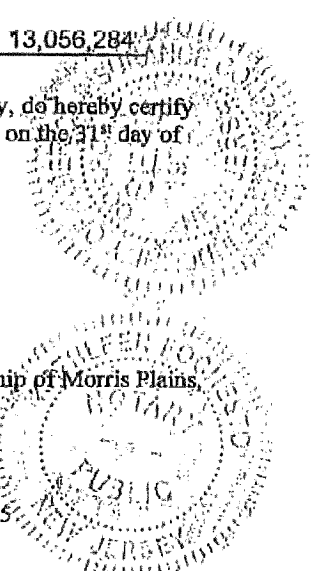

 Glenn A. Runne
 Chief Financial Officer

State of New Jersey)
 County of Morris) SS:

Subscribed and sworn to, before me, a Notary Public of the State of New Jersey in the Township of Morris Plains, this 31st day of December, 2019.

KATHLEEN FOCHESTO
 Commission # 2394310
 Notary Public, State of New Jersey
 My Commission Expires
 March 16, 2025


 Kathleen Fochesto
 My Commission Expires March 16, 2025





UMHPR-1

OP ID: MB

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/04/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Schechner Lifson Corporation 4 Chatham Road Summit, NJ 07901 Bruce J. Callen, CIC	CONTACT NAME: Bruce J. Callen, CIC PHONE (A/C, No, Ext): 908-598-7800 FAX (A/C, No): 908-598-7880 E-MAIL ADDRESS: <table style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A : Philadelphia Indemnity Ins</td> <td style="text-align: center;">18058</td> </tr> <tr> <td>INSURER B : F I A Insurance Company</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Philadelphia Indemnity Ins	18058	INSURER B : F I A Insurance Company		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
INSURED UMH Properties, Inc. Attn: Robin Offsey 3499 Rte 9 North Suite 3C Freehold, NJ 07728															

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Empl Dishon \$100K GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			PHPK2108172	03/21/2020	03/21/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Performance Bond			CT025611	01/11/2021	01/10/2023	Limits \$ 153,200

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Memphis is an additional insured with respect to project:
 Allentown Manufacture Home Village (Allentown-South PD, Phase II), PD 06-322

CERTIFICATE HOLDER**CANCELLATION**

PROOF-1

City of Memphis
 Engineering Dept.
 Room 644
 125 N. Main Street
 Memphis, TN 38103

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



ACORD 25 (2016/03)

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Memphis City Council Summary Sheet for MLGW Items

1. Description of the Item

Resolution approving Change No. 1 to Contract No. 12262, HP-UX Support with Abtech Technologies, Inc. in the funded amount of \$42,000.00. (This change is to ratify and renew the current contract for the first of four annual renewal terms for the period covering February 3, 2021 through February 2, 2022, with no increase in rates from the initial term.)

2. Additional Information

The project scope is to provide remote support service for MLGW's Hewlett Packard Unix Systems. These systems are utilized for the Customer Information System (billing and customer accounts) and Mobile Dispatch.

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of February 17, 2021 approved Change No. 1 to Contract No. 12262 (*formerly C2203*), HP-UX Support with Abtech Technologies, Inc. to ratify and renew the current contract in the funded amount of \$42,000.00, 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 provide proactive and reactive remote support services for MLGW's Hewlett Packard-Unix (HP-UX) Systems. This change is to ratify and renew the current contract for the first of four (4) annual renewal terms for the period covering February 3, 2021 through February 2, 2022 in the funded amount of \$42,000.00, with no increase in rates from the initial term. This ratification and renewal complies with all applicable laws and policies. The new contract value is \$86,000.00; 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. 12262 (*formerly C2203*), HP-UX Support with Abtech Technologies, Inc. to ratify and renew the current contract in the funded amount of \$42,000.00 as approved.

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
February 17, 2021

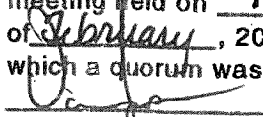
The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners the approval of Change No. 1 to Contract No. 12262 (*formerly C2203*), HP-UX Support with Abtech Technologies, Inc. to ratify and renew the current contract in the funded amount of \$42,000.00.

The project scope is to provide proactive and reactive remote support services for MLGW's Hewlett Packard-Unix (HP-UX) Systems. This change is to ratify and renew the current contract for the first of four (4) annual renewal terms for the period covering February 3, 2021 through February 2, 2022 in the funded amount of \$42,000.00, with no increase in rates from the initial term. This ratification and renewal complies with all applicable laws and policies. The new contract value is \$86,000.00.

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. 12262 (*formerly C2203*), HP-UX Support with Abtech Technologies, Inc. to ratify and renew the current contract in the funded amount of \$42,000.00, 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 17th day of February, 2021, at which a quorum was present.

Secretary-Treasurer

Memphis City Council Summary Sheet for MLGW Items

1. Description of the Item

Resolution approving Change No. 1 to Contract No. 12263, Panaya Software As A Service (SAAS) with Panaya, Incorporated to change the current contract in the funded amount of \$21,000.00. (This change is to purchase 60 additional User Licenses (ORACLE Vendor Driven Impact Analysis in support of Oracle EBS 12.2 Upgrade for a seven-month term for the period covering April 1, 2021 through October 31, 2021.)

2. Additional Information

This software is a testing tool that is used primarily for Oracle E-Business Suite upgrades, patches, customizations, and business driven changes.

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of February 17, 2021 approves Change No. 1 to Contract No. 12263 (*Formerly Purchasing Requisition No. 5053974*), Panaya Software as a Service (SAAS) with Panaya, Incorporated to change the current contract in the funded amount of \$21,000.00, 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 Software As A Service (SAAS) is software that provides analysis and code management for the 12.2.9 Upgrade and Patch Management. This SAAS Software will identify all of our existing custom code that must be changed to meet the 12.2.9 Standard Upgrade. The SAAS software provides impact analysis for Oracle E-Business Suite upgrades, patches, customizations and business driven changes while combining test management functionality and automatic script creation in one platform/solution. This change is to purchase 60 additional User Licenses (ORACLE Vendor Driven Impact Analysis in support of the Oracle EBS 12.2 Upgrade Project) for a seven (7) month term for the period covering April 1, 2021 through October 31, 2021 in the funded amount of \$21,000.00. MLGW is requesting additional user licenses which can only be performed by Panaya Incorporated, the only authorized distributor for Software As A Service (SAAS) software. This change complies with all applicable laws and policies. The new contract value is \$129,000.00.

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. 12263, Panaya Software as a Service (SAAS) with Panaya, Incorporated to change the current contract in the funded amount of \$21,000.00 as approved.

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
February 17, 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. 12263 (*Formerly Purchasing Requisition No. 5053974*), Panaya Software As A Service (SAAS) with Panaya, Incorporated to change the current contract in the funded amount of \$21,000.00.

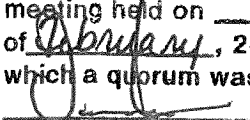
The Software As A Service (SAAS) is software that provides analysis and code management for the 12.2.9 Upgrade and Patch Management. This SAAS Software will identify all of our existing custom code that must be changed to meet the 12.2.9 Standard Upgrade. The SAAS software provides impact analysis for Oracle E-Business Suite upgrades, patches, customizations and business driven changes while combining test management functionality and automatic script creation in one platform/solution. This change is to purchase 60 additional User Licenses (ORACLE Vendor Driven Impact Analysis in support of the Oracle EBS 12.2 Upgrade Project) for a seven (7) month term for the period covering April 1, 2021 through October 31, 2021 in the funded amount of \$21,000.00. MLGW is requesting additional user licenses which can only be performed by Panaya Incorporated, the only authorized distributor for Software As A Service (SAAS) software. This change complies with all applicable laws and policies. The new contract value is \$129,000.00.

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. 12263, Panaya Software as a Service (SAAS) with Panaya, Incorporated to change the current contract in the funded amount of \$21,000.00, as outlined in the foregoing 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 17th day of February, 2021, at which a quorum was present.


Secretary-Treasurer

Memphis City Council Summary Sheet for MLGW Items

1. Description of the Item

Resolution approving Change No. 2 to Contract No. 12093, Printing Equipment Maintenance with Mitchell Graphic Repair dba MGR, Incorporated, in the funded amount of \$48,113.00. (This change is to renew the current contract for maintenance and support services for a twenty-four-month renewal term for the period covering June 3, 2021 through June 2, 2023. MLGW is requesting continuous maintenance, which can only be performed by Mitchell Graphic Repair dba MGR, Incorporated.)

2. Additional Information

Services provided under this contract include providing preventative maintenance and emergency repair for printing presses and bindery equipment, replacing and or repairing parts for daily operations, and response to service calls. This equipment is utilized by MLGW's Communication Production Department to meet the printing needs for MLGW.

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of February 17, 2021 approved Change No. 2 to Contract No. 12093 (*formerly Purchase Order No. 7013813*), Printing Equipment Maintenance with Mitchell Graphic Repair dba MGR, Incorporated to renew the current contract in the funded amount of \$48,113.00, 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 allow Mitchell Graphic Repair dba MGR, Incorporated, as a single source provider to perform the following services: provide preventative maintenance and emergency repairs for printing presses and bindery equipment; replace and/or repair parts for daily equipment operations; and respond to service calls on an as-needed basis. This change is to renew the current contract for maintenance and support services for a twenty-four (24) month renewal term for the period covering June 3, 2021 through June 2, 2023 in the funded amount of \$48,113.00, with no increase in rates from the initial purchase order. MLGW is requesting continuous maintenance, which can only be performed by Mitchell Graphic Repair dba MGR, Incorporated. This will allow the Communication Production Department to meet the printing needs for the Division. This single source renewal complies with all applicable laws and policies. The new contract value is \$211,814.60; and

NOW THEREFORE BE IT RESOLVED by the Council of the City of Memphis, that there be and is hereby approved Change No. 2 of existing equipment under Contract No. 12093, Printing Equipment Maintenance with Mitchell Graphic Repair dba MGR, Incorporated to renew the current contract in the funded amount of \$48,113.00 as approved.

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
February 17, 2021

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners the approval of Change No. 2 to Contract No. 12093 (*formerly Purchase Order No. 7013813*), Printing Equipment Maintenance with Mitchell Graphic Repair dba MGR, Incorporated to renew the current contract in the funded amount of \$48,113.00.


The project scope is to allow Mitchell Graphic Repair dba MGR, Incorporated, as a single source provider to perform the following services: provide preventative maintenance and emergency repairs for printing presses and bindery equipment; replace and/or repair parts for daily equipment operations; and respond to service calls on an as-needed basis. This change is to renew the current contract for maintenance and support services for a twenty-four (24) month renewal term for the period covering June 3, 2021 through June 2, 2023 in the funded amount of \$48,113.00, with no increase in rates from the initial purchase order. MLGW is requesting continuous maintenance, which can only be performed by Mitchell Graphic Repair dba MGR, Incorporated. This will allow the Communication Production Department to meet the printing needs for the Division. This single source renewal complies with all applicable laws and policies. The new contract value is \$211,814.60.

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, Change No. 2 to Contract No. 12093, Printing Equipment Maintenance with Mitchell Graphic Repair dba MGR, Incorporated to renew the current contract in the funded amount of \$48,113.00, 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 adopted by the Board of Light, Gas and Water Commissioners at a regular - special meeting held on 17th day of February, 20 21, at which a quorum was present.


Secretary - Treasurer

Memphis City Council Summary Sheet for MLGW Items

1. Description of the Item

Resolution approving Change No. 1 to Contract No. 12261, Utility Bill Folder/Inserter Equipment and Software Maintenance with Bell and Howell, LLC in the funded amount of \$251,808.00. (This change is to renew the current contract for equipment and software maintenance for a forty-eight-month renewal term for the period covering April 9, 2021 through April 8, 2025. MLGW is requesting approval of continuous maintenance, which can only be performed by Bell and Howell, LLC.)

2. Additional Information

Services provided under this contract include equipment and software maintenance for MLGW's utility bill folder/inserter. This equipment is used to complete production and mailing of all MLGW customer utility bill statements and letters.

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of February 17, 2021 approved Change No. 1 to Contract No. 12261 (*Formerly Purchase Requisition #5059363*), Utility Bill Folder/Inserter Equipment and Software Maintenance with Bell and Howell, LLC to renew the current contract in the funded amount of \$251,808.00, 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 allow Bell and Howell LLC, as a sole source provider, to provide equipment and software maintenance for the MLGW Customers Utility Bill Folder/Inserter and to respond to service calls on an as-needed basis. This equipment is used to complete production and mailing of all MLGW customers' utility bill statements and letters. This change is to renew the current contract for equipment and software maintenance for a forty-eight (48) month renewal term for the period covering April 9, 2021 through April 8, 2025 in the funded amount of \$251,808.00. MLGW is requesting continuous maintenance, which can only be provided by Bell and Howell, LLC due to the firm being the only authorized vendor to provide maintenance on the equipment/software. The maintenance will be paid annually in the amount of \$62,952.00. This sole source renewal complies with all applicable laws and policies. The new contract value is \$491,758.00; and

NOW THEREFORE BE IT RESOLVED by the Council of the City of Memphis, that there be and is hereby approved Change No. 1 of existing equipment under Contract No. 12261, Utility Bill Folder/Inserter Equipment and Software Maintenance with Bell and Howell, LLC to renew the current contract in the funded amount of \$251,808.00 as approved.

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
February 17, 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. 12261 (*Formerly Purchase Requisition #5059363*), Utility Bill Folder/Inserter Equipment and Software Maintenance with Bell and Howell, LLC to renew the current contract in the funded amount of \$251,808.00.

The project scope is to allow Bell and Howell LLC, as a sole source provider, to provide equipment and software maintenance for MLGW Customers Utility Bill Folder/Inserter and to respond to service calls on an as-needed basis. This equipment is used to complete production and mailing of all MLGW customers' utility bill statements and letters. This change is to renew the current contract for equipment and software maintenance for a forty-eight (48) month renewal term for the period covering April 9, 2021 through April 8, 2025 in the funded amount of \$251,808.00. MLGW is requesting approval of continuous maintenance, which can only be provided by Bell and Howell, LLC due to the firm being the only authorized vendor to provide maintenance on the equipment/software. The maintenance will be paid annually in the amount of \$62,952.00. This sole source renewal complies with all applicable laws and policies. The new contract value is \$491,758.00.

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 12261, Utility Bill Folder/Inserter Equipment and Software Maintenance with Bell and Howell, LLC to renew the current contract in the funded amount of \$251,808.00, as outlined in the foregoing preamble, is approved and further,

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

I hereby certify that the foregoing is a true copy of a resolution accepted by the Board of Light, Gas and Water Commissioners at a regular ~~special~~ meeting held on 17th day of February, 20 21, at which a quorum was present.


Secretary-Treasurer

Memphis City Council Summary Sheet for MLGW Items

1. Description of the Item

Resolution awarding Contract No. 12228, 12" PE LFG De-commissioning to Action Environmental, in the funded amount of \$124,000.00.

2. Additional Information

The project scope is to furnish all supervision, labor, tools, equipment, and materials to abandon-in-place approximately 3.73 miles of landfill gas pipeline running between the South Shelby Landfill (5494 Malone Rd.) and the Solae/DuPont Nutrition and Health Plant (4272 South Mendenhall). This pipeline has been replaced with another pipeline and taken out of service.

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of February 17, 2021, awarded Contract No. 12228, 12" PE LFG De-commissioning to Action Environmental in the funded amount of \$124,000.00, and is now recommending to the Council of the City of Memphis that it approves said award as proposed; and

WHEREAS, The project scope is to furnish all supervision, labor, tools, equipment, and materials to abandon in place approximately 3.73 miles of 12 inch SDR 17, polyethylene landfill gas pipeline running between the Republic Services South Shelby Landfill (5494 Malone Rd, Memphis, TN 38118) and the Solae/DuPont Nutrition and Health Plant (4272 South Mendenhall Rd, Memphis, TN 38141). MLGW will purge the pipeline of landfill gas prior to the start of this job. All work performed on this pipeline shall be done per the U.S. Department of Transportation 49 CFR Part 192 (DOT 49 CFR 192), the MLGW Natural Gas Operation and Maintenance Manual (Gas O&M Manual), the MLGW Gas Division Safety Manual (Gas Safety Manual), the Contract Agreement, Specifications, and Drawings. All work performed on this line shall be coordinated with MLGW, Republic, and Solae.

WHEREAS, the Notice to Bidders was advertised using MLGW's On-Line Bid Notification System and the Memphis Daily News on September 25, 2020. MLGW solicited eight (8) bidders; and received three (3) bids on November 17, 2020; however, one (1) bid was deemed non-compliant for not complying with the assigned 20% Supplier Diversity goal. The lowest and best bid was from Action Environmental in the amount of \$124,000.00. The term of this contract is for 12 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. 12228, 12" PE LFG De-commissioning to Action Environmental in the funded amount of \$124,000.00 as approved.

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
February 17, 2021

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners that it awards Contract No. 12228, 12" PE LFG De-commissioning to Action Environmental in the funded amount of \$124,000.00.

The project scope is to furnish all supervision, labor, tools, equipment, and materials to abandon in place approximately 3.73 miles of 12 inch SDR 17, polyethylene landfill gas pipeline running between the Republic Services South Shelby Landfill (5494 Malone Rd, Memphis, TN 38118) and the Solae/DuPont Nutrition and Health Plant (4272 South Mendenhall Rd, Memphis, TN 38141). MLGW will purge the pipeline of landfill gas prior to the start of this job. All work performed on this pipeline shall be done per the U.S. Department of Transportation 49 CFR Part 192 (DOT 49 CFR 192), the MLGW Natural Gas Operation and Maintenance Manual (Gas O&M Manual), the MLGW Gas Division Safety Manual (Gas Safety Manual), the Contract Agreement, Specifications, and Drawings. All work performed on this line shall be coordinated with MLGW, Republic, and Solae.

The Notice to Bidders was advertised using MLGW's On-Line Bid Notification System and the Memphis Daily News on September 25, 2020. MLGW solicited eight (8) bidders; and received three (3) bids on November 17, 2020; however, one (1) bid was deemed non-compliant for not complying with the assigned 20% Supplier Diversity goal. The lowest and best bid was from Action Environmental in the amount of \$124,000.00. The term of this contract is for 12 months from the date of the Notice to Proceed. This award complies with all applicable laws and policies.

I hereby certify that the foregoing is a true copy of a resolution accepted by the Board of Light, Gas and Water Commissioners at a ~~regular~~ ^{special} meeting held on 17th day of February, 2021, at which a quorum was present.


Secretary-Treasurer

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 award of Contract No. 12228, 12" PE LFG De-commissioning to Action Environmental in the funded amount of \$124,000.00, as outlined in the foregoing preamble, is approved and further,

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

Memphis City Council Summary Sheet for MLGW Items

1. Description of the Item

Resolution ratifying the approval, after the fact, of a payment of \$194,580.00 to Barnhardt Crane and Rigging for rental of cranes used during the emergency replacement of tower #739.

2. Additional Information

On January 8, 2021, MLGW was made aware that one of its transmission towers was beginning to collapse due to a contractor piling dirt on the legs of the steel lattice tower while excavating and moving dirt in the construction of a distribution center. Cranes were needed to stabilize the tower to avoid an unsafe condition for the public and disruption of reliable delivery of electricity.

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of February 17, 2021 approved after the fact ratification of payment of invoice to Barnhardt Crane and Rigging in the amount of \$194,580 for rental of cranes during the emergency replacement of tower #739 and is now recommending to the Council of the City of Memphis that it ratify said as funded in the 2021 fiscal year budget; and

WHEREAS, the rental of these cranes were needed for the explicit purpose of emergency replacement of tower #739, a double circuit steel lattice electric transmission tower located on the Southwest corner of Meltech Blvd. and Holmes Rd. Failure to exercise would result in the collapse of the structure, creating an unsafe condition for the public and the disruption of reliable delivery of electricity to the citizens of Shelby County. This action is being exercised in compliance with the Council of the City of Memphis Ordinance 5046; and

NOW THEREFORE BE IT RESOLVED by the Council of the City of Memphis that there be and is hereby ratified payment to Barnhardt Crane and Rigging in the amount of \$194,580.00 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
February 17, 2021

The Manager of Electric Substation Engineering and Operations submitted for consideration of the Board, a recommendation to ratify the approval, after the fact, of a payment of \$194,580.00 to Barnhardt Crane and Rigging for rental of cranes used during the emergency replacement of tower #739.

On January 8, 2021, MLGW was made aware that tower #739 was collapsing due to a sub-contractor piling dirt on the legs of the steel lattice tower while excavating and moving dirt for the new DHL Distribution Center (located at Meltech Blvd. and Holmes Rd). The cranes were needed to prevent the tower from fully collapsing to the ground causing an unsafe condition for the public and the disruption of reliable delivery of electricity for the citizens of Shelby County.

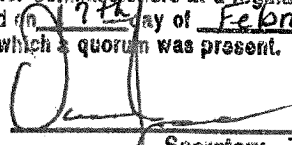
MLGW currently has an active contract with Barnhardt Crane and Rigging; therefore, no bids were solicited. This award complies with MLGW's emergency response processes and procedures.

The 2021 budgeted amount for Transmission Lines is \$2,910,000.00; of which \$194,580.00 will be spent on this purchase order in 2021; leaving a balance of \$2,715,420.00.00 after award; and

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

THAT, subject to the consent and approval after the fact of the Council of the City of Memphis, funding request with Barnhardt Crane & Rigging is approved as outlined in the foregoing preamble.

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 ~~regular~~ meeting held on 17th day of February, 2021, at which a quorum was present.


Secretary - Treasurer

February 9, 2021

The Honorable Chase Carlisle, Chairman
Personnel, Government Affairs, and Annexation Committee
City Hall - Room 514
Memphis, TN 38103

Dear Chairman Carlisle:

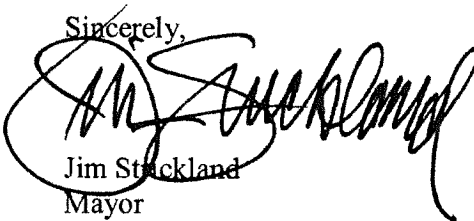
Subject to Council approval, I hereby recommend that:

Sheleah Harris

be appointed to the Health Educational Housing Facility Board with a term expiring
December 31, 2025.

I have attached biographical information.

Sincerely,



Jim Strickland
Mayor

JSS/sss

Cc: Council Members

February 9, 2021

The Honorable Chase Carlisle, Chairman
Personnel, Government Affairs, and Annexation Committee
City Hall - Room 514
Memphis, TN 38103

Dear Chairman Carlisle:

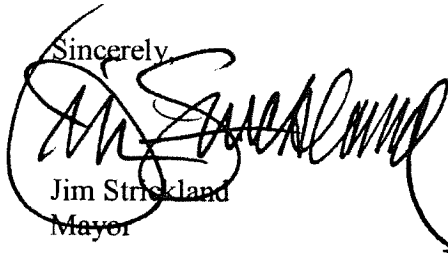
Subject to Council approval, I hereby recommend that:

Shea Flinn

be appointed to the Memphis Animal Shelter Advisory Board with a term expiring July 30, 2022.

I have attached biographical information.

Sincerely,



Jim Strickland
Mayor

JSS/sss

Cc: Council Members

February 9, 2021

The Honorable Chase Carlisle, Chairman
Personnel, Government Affairs, and Annexation Committee
City Hall - Room 514
Memphis, TN 38103

Dear Chairman Carlisle:

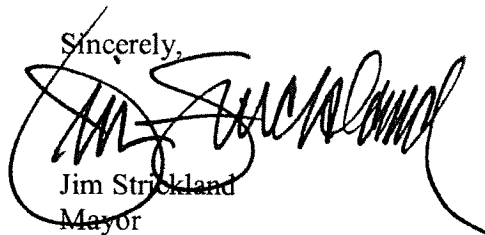
Subject to Council approval, I hereby recommend that:

Jacquelyn Johns

be reappointed to the Memphis Animal Shelter Advisory Board with a term expiring July 30, 2022.

I have attached biographical information.

Sincerely,



Jim Strickland
Mayor

JSS/sss

Cc: Council Members

February 9, 2021

The Honorable Chase Carlisle, Chairman
Personnel, Government Affairs, and Annexation Committee
City Hall - Room 514
Memphis, TN 38103

Dear Chairman Carlisle:

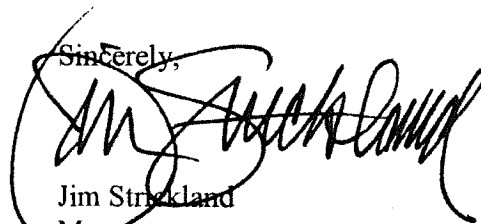
Subject to Council approval, I hereby recommend that:

Anton Mack

be appointed to the Memphis Area Transit Authority with a term expiring August 24, 2022.

I have attached biographical information.

Sincerely,



Jim Strickland
Mayor

JSS/sss

Cc: Council Members

February 9, 2021

The Honorable Chase Carlisle, Chairman
Personnel, Government Affairs, and Annexation Committee
City Hall - Room 514
Memphis, TN 38103

Dear Chairman Carlisle:

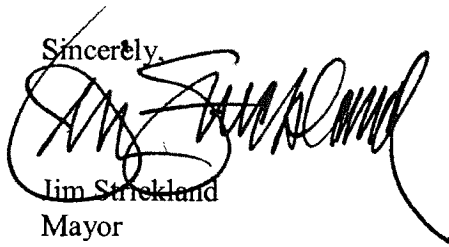
Subject to Council approval, I hereby recommend that:

Shelia Terrell

be appointed to the Memphis Housing Authority with a term expiring June 25, 2025.

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

Ordinance No. 5771

SUBSTITUTE ORDINANCE OF THE CITY OF MEMPHIS TO AMEND THE CITY OF MEMPHIS CODE OF ORDINANCE 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.

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, Motor Traffic and Vehicles, Article III, Operation of Vehicles Generally, also referenced as CHAPTER 11-16 "RULES OF THE ROAD" Section 21-134, shall be added and entitled "Non-Driver Participation in Drag Racing and Reckless Driving Exhibitions", as follows:

Sec. 21-134. - 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; performing donuts, burnouts and drifting by a single automobile; 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 a drag racing exhibition, as defined herein;

Participant means any individual who is knowingly present at a 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 violations of this section shall be prosecuted in the same manner as other traffic violations of this Code, shall be initiated upon issuance of a traffic citation ticket subjected to a fine not to exceed \$50.00 and shall require a mandatory court appearance.

(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
Rhonda Logan
Jeff Warren

Chairman
Frank Colvett

Ordinance No. 5774

SUBSTITUTE ORDINANCE OF THE CITY OF MEMPHIS TO AMEND THE CITY OF MEMPHIS CODE OF ORDINANCE 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

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 21 of the Code of Ordinance regarding Motor Traffic and Vehicles, Article X, Vehicle Equipment and Loads to amend Section 21-350 (c) also referenced as Sec. 11-56-3 "Mufflers" and Section 21-350 (f) also referenced as Sec. 11-56-6 "Manner of enforcement" regarding mufflers as is hereby amended to:

Sec. 21-350 (e). - 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 levels within the city.

Sec. 21-350 (F) – Manner of Enforcement

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

City court in its discretion may dismiss a traffic citation issued for violation of the offense described in this section if evidence is presented that the muffler has been modified to comply with the requirements under this section.

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

Chairman
Frank Colvett

Ordinance No. 5775

SUBSTITUTE ORDINANCE OF THE CITY OF MEMPHIS TO AMEND THE CITY OF MEMPHIS CODE OF ORDINANCE 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

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, also referenced as Sec. 11-32-15 "Muffler required" and Sec. 11-32-16 "Muffler cutout prohibited" 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 traffic 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 traffic 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 traffic violations of this Code, subjected to a fine not to exceed \$25.00 and shall require a mandatory court appearance.

3rd Violation - shall be prosecuted in the same manner as other traffic violations of this Code, subjected to a fine not to exceed \$50.00 and shall require a mandatory court appearance.

City court in its discretion may dismiss a traffic citation issued for violation of the offense described in this section if evidence is presented that the muffler complies with or has been repaired or modified to comply with the requirements under this section.

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

Chairman
Frank Colvett

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.

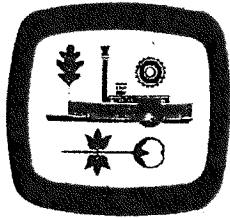
A pet store that violates this section shall be subject to a civil penalty of \$50.00, and each dog or cat offered for sale in violation of this section shall constitute a separate violation.

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.



**SUBSTITUTE 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; and

WHEREAS, such new customers shall be required to pay the sewer development fee contemplated herein in the instance of an approved sewer connection for subdivisions, land developments, new buildings, and redevelopments of land or buildings currently served by the System or where the facility served requires modification or enlargement of the existing sewers;

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) The prior payment of a sewer development fee for any land or building currently served by the System shall not restrict the City's ability to assess a sewer development fee in accordance with Section 33-62(a) for any proposed redevelopment of such land or building.

(h) 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.

(i) 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.

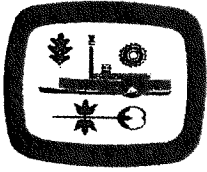
The above-described consent to annexation by the City shall be made a restrictive covenant imposed by the property owner(s) upon the property which shall run with the land and shall be binding upon all heirs, successors and assigns. Such covenant shall be recorded in the office of the Shelby County register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

Frank Colvett, Jr., Chairman
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.

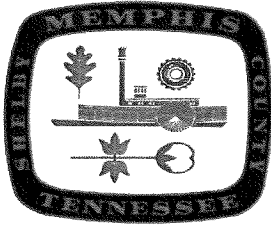
This is an amendment to an existing ordinance, Chapter 13, Section 13-16-5.

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.



SUBSTITUTE 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, as of August 18, 2017, the City of Memphis no longer authorizes any sewer extension or connection to developments located in unincorporated Shelby County. Therefore, the Division of Public Works desires to further amend Section 33-65 to address the payment of sewer extension fees associated with the development of parcels located in unincorporated Shelby County that were authorized for a sewer extension or connection prior to the adoption of the City's 2017 sewer policy, and parcels to which sewer must be extended or connected pursuant to existing obligations between the City and applicable developer or land owner; and

WHEREAS, the Division of Public Works also desires to amend Section 33-65 to address the payment of sewer extension fees associated with the development of parcels located within the City's municipal boundaries; 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 address the payment of sewer extension fees for developments located within the City's municipal boundaries and developments authorized for a sewer extension or connection

in unincorporated Shelby County, subject to the City's 2017 sewer policy and existing obligations between the City and applicable developer or land owner;

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 fifty percent (50%) 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 (100%) of such cost for developments located in unincorporated Shelby County which were authorized for a sewer extension or connection prior to August 18, 2017, and parcels to which sewer must be extended or connected pursuant to existing obligations between the City and the applicable developer or land owner. 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.

Frank Colvett, Jr., Chairman
Memphis City Council

APPROVAL OF ECONOMIC IMPACT PLAN FOR THE DOWNTOWN MOBILITY
AUTHORITY AND OTHERWISE PROVIDING WITH RESPECT TO THE
FOREGOING

WHEREAS, The Parking Authority of the City of Memphis and County of Memphis, Tennessee, d/b/a Downtown Mobility Authority, a public nonprofit corporation (the “DMA”) proposes to (i) develop parking garages on the parking lot located at Peabody Place Avenue and Front Street (the “Mobility Center”) currently owned by the City of Memphis (the “City”) and the property on Front Street between Madison Avenue and Monroe Avenue which currently includes the Monroe Street Garage and which will be incorporated into the new Brooks Museum (the “Brooks Museum Garage”), (ii) add additional floors to the parking garage owned by it and located at 21 South Second Street (the “First Place Garage”), (iii) renovate the garage at Adams Avenue and Front Street (the “Shoppers Garage”) leased by DMA from the City (iv) develop a parking lot along Wagner Avenue between Beale Street and Union Avenue owned by the City as festival parking (the “Wagner Festival Parking”) and (v) develop connectors from Riverside Drive and Tom Lee Park to DMA owned or managed parking and other parking be developed by the City or DMA along the Bluff (the “Bluff Cut,” and collectively with the Mobility Center, the Brooks Museum Garage, the First Place Garage, the Shoppers Garage, the Wagner Festival Parking, the “DMA Project”); and

WHEREAS, Memphis Center City Revenue Finance Corporation, a public nonprofit corporation organized under Tenn. Code Ann. §§ 7-53-101, *et. seq.* (“CCRFC”), is the fee owner of certain properties located in the Downtown neighborhood in Memphis, Shelby County, Tennessee, and more particularly described on Exhibit A (the “Property”) and DMA has requested assistance from CCRFC in connection with the DMA Projects, as more particularly described below; and

WHEREAS, the Memphis City Council has previously approved the use of up to \$62,000,000 in rents received from certain payment in lieu of tax leases (the “PILOT Rents”) and collected in a collateral pool (the “PILOT Extension Fund”) to fund all or a portion of the cost of the DMA Project, including payment of the principal and interest of any loan incurred by CCRFC in connection with the DMA Project; and

WHEREAS, CCRFC has received a proposal for a bank loan of up to \$40,000,000 to fund the cost of the DMA Project, which loan will be payable from the PILOT Extension Fund; and

WHEREAS, if the lessee under a PILOT lease listed on Exhibit A defaults on a loan secured by the property subject to such PILOT lease and the lessee’s lender forecloses on the fee interest in such property, the PILOT lease will be terminated and no more PILOT Rents will be payable with respect to such property; and

WHEREAS, as additional security for such loan, the bank has required a Back-Up TIF, to further secure such loan, pursuant to which incremental property tax revenues received from any of the properties listed on Exhibit A in the event the lessee of such PILOT lease defaults on a loan secured by such the property and the lessee’s lender forecloses on the fee interest in such property; and

WHEREAS, Tennessee Code Annotated §7-53-312 (the “Act”) provides that an Industrial Development Board, such as CCRFC, may submit an economic impact plan to the municipality creating the Industrial Development Board that provides for distribution of incremental ad valorem property taxes to the Industrial Development Board to pay for certain improvements within the area subject to the Economic Impact Plan and Industrial Development Board’s indebtedness incurred in connection with the area subject to the Economic Impact Plan; and

WHEREAS, CCRFC has approved an Economic Development Plan for Downtown Mobility Authority Projects (the "Plan" or "Back-Up TIF") attached hereto as Exhibit "B" which includes all of the Property shown on Exhibit A hereto; and

WHEREAS, the Back-Up TIF provides that the City of Memphis and County of Shelby will receive no less than the revenues from each property shown on Exhibit A than it currently received from such property and that incremental tax revenues allocated to CCRFC pursuant to the Back-Up TIF shall cease as to property subject to each PILOT lease listed in Exhibit A of the date such PILOT Lease terminates; and

WHEREAS, CCRFC held a public hearing relating to the Plan on _____, 2021, after publishing notice of such hearing in a newspaper of general circulation two (2) weeks prior to that date, a copy of which is attached as "Exhibit C," and approved the Plan and recommended the approval of the Plan by the City of Memphis and the County of Shelby, in accordance with the Act; and

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

follows:

1. The Economic Impact Plan for Downtown Mobility Authority Projects, being in the interests of the citizens of the City of Memphis, Tennessee, is hereby approved as required by the Act.

2. All actions heretofore undertaken by the Mayor or his designee and other officials, employees, attorneys and agents of the City in furtherance of the intent of this resolution, and of the documents authorized by this resolution, are hereby ratified, confirmed and approved.

3. The Mayor or his designee and other appropriate officials of the City are hereby authorized to enter into such agreements, and they and other appropriate employees of the City are hereby authorized to execute such certificates or other documents and take such other actions, as may be necessary or appropriate to carry out the intent of this resolution.

4. This Resolution shall take effect from and after its adoption, the welfare of the City of Memphis requiring it.

ADOPTED this day _____, 2021

EXHIBIT "A"

Plan Area

The property located in Shelby County, Tennessee and subject to the following PILOT leases:

PILOT No	PILOT Name	Lease Termination Date	Tax Parcels
105	Hotel Peabody, LP	December 31, 2037	002-051-A00001 002-051-A00002 002-051-A00003 002-051-A00004
157	Jefferson River Estates, LP	January 13, 2040	069-077-00042
142	Forum Residential Partners	May 17, 2039	002-061-00005 002-061-00006C 002-061-00024 005-001-00020C 005-002-00001C
89A	Autozone, Inc.	September 1, 2033	002-044-00004C
89D	Peabody Office Tower(Servicemaster)	August 18, 2034	002-050-A00001
89B	Peabody Gold (Pembroke Apt)	August 18, 2034	002-043-00001 002-043-00002 002-043-00003 002-043-00012 002-043-00013
137	Peabody Place Hotel Company LP (Hampton Inn)	December 31, 2038	002-051-00019 002-051-00029
91	Gayoso House LP	December 31, 2033	002-043-00004 002-043-00010
39	Parkway Properties LP (Morgan Keegan Tower)	December 27, 2024	002-006-00024
118	HMH Properties, Inc. (Sheraton)	September 2, 2023	001-029-00004 001-029-00005 001-030-00001L 001-030-00001Z 001-030-00002 001-003-00003

			002-061-00005 002-061-00006C 002-061-00024 005-001-00020C 005-002-00001C
142	Forum Residential Partners	May 17, 2039	
130	LB Memphis Brownstone LLC (Crown Plaza)	August 31, 2031	001-034-00003
89C	Peabody Place HAV	August 18, 2034	002-043-00006C
114	Island-Harbor Corp.	November 1, 2021	069-077-00013C 001-001-00061 001-001-00091 001-001-00092 001-001-00093
124	Nine South Second Properties, LLC	February 17, 2034	002-058-00014C
117	Gibson Guitar Corp.	February 2, 2023	002-128-00026C
45	Moody National Memphis RI S, LLC	December 30, 2024	002-057-00009
44	Sanderlin Place / Brinkley Plaza II (50/50)	December 31, 2024	002-038-00008C 002-038-00011C
25	Cotton Exchange Building, A Limited Partnership	January 1, 2024	002-042-00029
120	South Bluffs Expansion	April 29, 2024	002-084-D00008 002-084-D00009 002-084-D00010 002-084-D00011
27	Three Sisters, Ltd.	December 30, 2025	002-039-00014 002-039-00015 002-039-00016
103	Island Properties Associates	October 27, 2028	001-001-00055

EXHIBIT “B”

Economic Impact Plan for Downtown Mobility Authority Projects

See attached.

MEMPHIS CENTER CITY REVENUE FINANCE CORPORATION

ECONOMIC IMPACT PLAN

FOR

DOWNTOWN MOBILITY AUTHORITY PARKING PROJECTS

I. Introduction

The Parking Authority of the City of Memphis and County of Memphis, Tennessee, d/b/a Downtown Mobility Authority, a public nonprofit corporation (the “Developer”) proposes to (i) develop parking garages on the parking lot located at Peabody Place Avenue and Front Street (the “Mobility Center”) currently owned by the City of Memphis (the “City”) and the property on Front Street between Madison Avenue and Monroe Avenue which currently includes the Monroe Street Garage and which will be incorporated into the new Brooks Museum (the “Brooks Museum Garage”), (ii) add additional floors to the parking garage owned by it and located at 21 South Second Street (the “First Place Garage”), (iii) renovate the garage at Adams Avenue and Front Street (the “Shoppers Garage”) leased by DMA from the City (iv) develop a parking lot along Wagner Avenue between Beale Street and Union Avenue owned by the City as festival parking (the “Wagner Festival Parking”) and (v) develop connectors from Riverside Drive and Tom Lee Park to DMA owned or managed parking and other parking be developed by the City or DMA along the Bluff (the “Bluff Cut,” and collectively with the Mobility Center, the Brooks Museum Garage, the First Place Garage, the Shoppers Garage, the Wagner Festival Parking, the “DMA Project”).

Memphis Center City Revenue Finance Corporation, a public nonprofit corporation organized under Tenn. Code Ann. §§ 7-53-101, *et. seq.* (“CCRFC”), is the fee owner of certain properties located in the Downtown neighborhood in Memphis, Shelby County, Tennessee, and more particularly described on Exhibit A (the “Property”). DMA has requested assistance from CCRFC in connection with the DMA Projects, as more particularly described below.

What follows is an economic impact plan for the development of the DMA Projects (the “Plan”). First, the Plan explains the statutory authority for financial assistance from CCRFC (Section II). Second, the Plan describes the project, the area subject to this Plan, and the requested financial assistance from CCRFC in the form of tax increment financing (Sections III, IV, and V). Third, the Plan discusses the expected benefits to the City and Shelby County, Tennessee (the “County”) from the project (Section VI). Finally, the Plan explains the mechanics of the requested tax increment financing (Sections VII).

II. Authority for Economic Impact Plan

CCRFC is an industrial development corporation authorized under Tenn. Code Ann. § 7-53-101 *et. seq.* (an “IDB”). An IDB is authorized under Tenn. Code Ann. § 7-53-312 to prepare and submit to cities and counties an economic impact plan with respect to an area that includes a project within the meaning of Tenn. Code Ann. § 7-53-101 and such other properties that the IDB determines will be directly improved or benefited due to the undertaking of such project. Tennessee Code Annotated § 7-53-312 also authorizes cities and counties to apply and pledge new incremental tax revenues, that arise from the area subject to the economic impact plan, to the IDB to promote economic development, to pay the cost of projects or to pay debt service on bonds, notes or other obligations issued by the IDB to pay the costs of projects.

III. The Project

The DMA Project is a scattered site development of parking garages and other mobility related projects in the Downtown neighborhood in Memphis, Shelby County, Tennessee. The property currently contains improved and unimproved properties. The Developer has proposed to redevelop the property to add parking and other mobility related facilities to the properties. The redevelopment includes the construction of parking and mobility related facilities and related infrastructure improvements including, among other things, the development of a parking garage at the proposed Brooks Museum, renovations and improvements to the First Place and Shoppers Garages, the proposed Wagner Festival Parking, the Bluff Cut and the Mobility Center. In order to make the construction of the DMA Project financially feasible, the Developer has requested that the City and the County approve, as part of this Economic Impact Plan, a plan for tax increment financing through CCRFC pursuant to Title 7, Chapter 53 of Tennessee Code Annotated to provide funds to pay a portion of the costs relating to the implementation of the DMA Project. The DMA Project is an eligible project within the meaning of Tenn. Code Ann. § 7-53-101(13).

IV. Boundaries of Plan Area

The DMA Project is located in Downtown Memphis. The area that will be subject to this Plan, and to the tax increment financing provisions described below, (the “Plan Area”) consists of the existing tax parcels listed on Exhibit B. The Plan Area is hereby declared to be subject to this Plan.

V. Financial Assistance to DMA Project

CCRFC will provide financial assistance to the DMA Project by applying the proceeds of the tax increment financing described herein to pay or reimburse the Developer for a portion of certain costs that will be incurred in connection with the development or redevelopment of the DMA Project. The costs to be paid or reimbursed from proceeds of the tax increment financing will be limited to items within Developer’s purposes and powers as described in Tenn. Code Ann. §§ 7-65-101 et seq.

CCRFC will pay and/or reimburse the Developer or entities formed for the purpose of developing all or a portion of the DMA Project, from available incremental tax revenues received by CCRFC or the proceeds of any tax increment financing, for all or a portion of the cost of such improvements upon receipt of adequate documentation of such costs. CCRFC and the Developer, or entities formed to develop all or a portion of the DMA Project, will enter into one or more loan agreements or development agreements, specifying the scope and the cost of the improvements and fees to be reimbursed, which cost shall not exceed \$40,000,000 (exclusive of interest costs). The maximum amount that will be made available by CCRFC for such financial assistance shall be the lesser of \$40,000,000 (less financing costs as provided herein) or the costs actually incurred (exclusive of interest costs).

VI. Expected Benefits to City and County

Implementation of the DMA Project will greatly benefit the City and County as it will improve the infrastructure necessary to bring density to the core City. The Downtown neighborhood one of the fastest growing area of the city and there is high demand for additional parking and mobility related facilities. The DMA Project will ensure the continued growth and redevelopment of Downtown Memphis.

The tax increment revenues resulting from the Plan Area (the “TIF Revenues”), except as described below, will be applied during the period described herein to the debt service on debt incurred by CCRFC to pay the costs described herein with respect to the DMA Project. CCRFC and DMA acknowledge that the Plan Area is subject to one or more Payment in Lieu of Tax leases (“PILOT Leases”) entered between CCRFC and certain lessees pursuant to Tenn. Code Ann. 7-53-311. The parties agree that payments made under such any PILOT Lease shall not be included in TIF Revenues and that no TIF Revenues will be received from any property included in the Plan Area unless the PILOT Lease to which such property is subject has terminated.

VII. Distribution of Property Taxes and Tax Increment Financing

a. Distribution of Taxes. Subject to the provisions of this Plan, property taxes imposed on real property and personal property located within the Plan Area will be allocated and distributed as provided in this subsection. The taxes assessed by the City and County on such property within the Plan Area will be divided and distributed as follows in accordance with the Tax Increment Act:

i. First, an amount equal to (x) the portion of the property taxes payable with respect to the Plan Area for the year prior to the date of approval of this Plan (other than any portion of such taxes that that constitutes Dedicated Taxes, as defined below) (the “Base Taxes”) plus (y) that portion of property taxes levied upon property within the Plan Area for the payment of debt service of the City and the County (the “Dedicated Taxes” and together with the Base Taxes, the “Total Base Tax Amount”) will, pursuant to Tenn. Code Ann. § 9-23-103, be allocated to and, as collected, paid to the City and the County as all other taxes levied by the City and the County on all other properties; provided, however, that in any year in which the taxes on the property within the Plan Area are less than the Total Base Tax Amount, only the taxes actually imposed will be allocated and paid to the City and the County.

ii. Second, two percent (2%) of the excess County property taxes over the portion of the Base Taxes attributable to the County property taxes shall be payable to the Shelby County Trustee to administer distribution of the Shelby County Tax Increment Incentive.

iii. Third, seventy-five percent (75%) of the excess of property taxes over the Total Base Tax Amount less the two percent (2%) fee due to the Shelby County Trustee as set forth above (the “TIF Revenues”) will be allocated and, as collected, paid into a separate fund of CCRFC created to hold such payments until the tax proceeds in the fund are to be applied to pay the Costs as described above.

iv. Fourth, three percent (5%) of the of the excess of property taxes over the Total Base Tax Amount less the two percent (2%) fee due to the Shelby County Trustee as set forth above, shall be payable to CCRFC, as an administrative fee for administering the Tax Increment Incentive.

v. Fifth, the remaining of the excess of property taxes over the Total Base Tax Amount less than two percent (2%) fee due to the City Treasurer as set forth above will be allocated to and,

as collected, paid to the City and the City Treasurer as all other taxes levied by the City and the County on all other properties.

As permitted by the Tenn. Code Ann. § 9-23-103, CCRFC hereby elects to group the parcels with the Plan Area into a separate group for purposes of calculating and allocating the TIF Revenues for each property shown on Exhibit A hereto.

TIF Revenues relating to each tax year commencing January 1, 2021 shall be allocated to CCRFC, to the extent received by the City or County, within ninety (90) days after the respective dates that taxes would be delinquent to the City and County for such tax year. TIF Revenues received by the City and County as delinquent taxes shall be allocated by the City and the County within thirty (30) days of receipt. TIF Revenues shall be allocated to CCRFC for a period not in excess of twenty (20) years, but such allocations shall cease when there are not eligible costs, including debt service, to be paid from the TIF Revenues and shall cease as to each property included in the Plan Area on the dates as show with respect to such parcel on Exhibit A hereto.

Notwithstanding anything to the contrary herein, the cost of improvements funded with TIF Revenues, or debt funded therewith, shall include only those costs incurred prior to December 31, 2026.

In order to pay for eligible costs of the DMA Project, CCRFC intends to use the incremental tax revenues that it would receive as a result of the adoption of the Economic Impact Plan to pay such cost directly, to reimburse DMA for such cost and to pay debt service on obligations incurred to finance such costs. CCRFC will borrow not to exceed \$40,000,000 through the issuance and sale of notes, bonds or other obligations of CCRFC. Such amount will be applied to pay costs relating to the DMA Project after payment of costs incurred in connection with the issuance of the tax increment financing. CCRFC shall pledge all or any portion of the TIF Revenues allocated to CCRFC pursuant to this Economic Impact Plan to the payment of such notes, bonds or other obligations. In no event will the obligations issued by CCRFC be considered a debt or obligation of the City and County in any manner whatsoever, and the source of the funds to satisfy CCRFC's payment obligations thereunder. The proceeds of the notes, bonds or obligations shall be used to pay the costs of the DMA Project described above together with expenses of CCRFC in connection with the DMA Project and the tax increment financing and capitalized interest on the notes, bonds or other obligations for a maximum period of twenty (20) years.

CCRFC, the City and the County, by the adoption of this Plan, find that the use of the TIF Revenues as described herein, is in furtherance of promoting economic development in the City and County and that costs to be financed as described herein are costs of the DMA Project.

EXHIBIT A

PLAN AREA

The property located in Shelby County, Tennessee and subject to the following PILOT leases:

PILOT No	PILOT Name	Lease Termination Date	Tax Parcels
105	Hotel Peabody, LP	December 31, 2037	002-051-A00001 002-051-A00002 002-051-A00003 002-051-A00004
157	Jefferson River Estates, LP	January 13, 2040	069-077-00042
142	Forum Residential Partners	May 17, 2039	002-061-00005 002-061-00006C 002-061-00024 005-001-00020C 005-002-00001C
89A	Autozone, Inc.	September 1, 2033	002-044-00004C
89D	Peabody Office Tower(Servicemaster)	August 18, 2034	002-050-A00001
89B	Peabody Gold (Pembroke Apt)	August 18, 2034	002-043-00001 002-043-00002 002-043-00003 002-043-00012 002-043-00013
137	Peabody Place Hotel Company LP (Hampton Inn)	December 31, 2038	002-051-00019 002-051-00029
91	Gayoso House LP	December 31, 2033	002-043-00004 002-043-00010
39	Parkway Properties LP (Morgan Keegan Tower)	December 27, 2024	002-006-00024
118	HMH Properties, Inc. (Sheraton)	September 2, 2023	001-029-00004 001-029-00005 001-030-00001L 001-030-00001Z 001-030-00002 001-003-00003

			002-061-00005 002-061-00006C 002-061-00024 005-001-00020C 005-002-00001C
142	Forum Residential Partners	May 17, 2039	
130	LB Memphis Brownstone LLC (Crown Plaza)	August 31, 2031	001-034-00003
89C	Peabody Place HAV	August 18, 2034	002-043-00006C
114	Island-Harbor Corp.	November 1, 2021	069-077-00013C 001-001-00061 001-001-00091 001-001-00092 001-001-00093
124	Nine South Second Properties, LLC	February 17, 2034	002-058-00014C
117	Gibson Guitar Corp.	February 2, 2023	002-128-00026C
45	Moody National Memphis RI S, LLC	December 30, 2024	002-057-00009
44	Sanderlin Place / Brinkley Plaza II (50/50)	December 31, 2024	002-038-00008C 002-038-00011C
25	Cotton Exchange Building, A Limited Partnership	January 1, 2024	002-042-00029
120	South Bluffs Expansion	April 29, 2024	002-084-D00008 002-084-D00009 002-084-D00010 002-084-D00011
27	Three Sisters, Ltd.	December 30, 2025	002-039-00014 002-039-00015 002-039-00016
103	Island Properties Associates	October 27, 2028	001-001-00055

EXHIBIT B

PARCEL IDENTIFICATION NUMBERS OF PARCELS IN PLAN AREA

Tax Parcel Numbers

001-001-00055
001-001-00061
001-001-00091
001-001-00092
001-001-00093
001-001-00094
001-001-00095
001-003-00003
001-029-00004
001-029-00005
001-030-00001L
001-030-00001Z
001-030-00002
001-034-00003
002-006-00024
002-038-00008C
002-038-00011C
002-039-00014
002-039-00015
002-039-00016
002-042-00029
002-043-00001
002-043-00002
002-043-00003
002-043-00004
002-043-00006C
002-043-00010
002-043-00012
002-043-00013
002-044-00004C
002-050-A00001
002-050-A00002
002-051-00019
002-051-00029
002-051-A00001
002-051-A00002
002-051-A00003
002-051-A00004

002-057-00009
002-058-00014C
002-061-00005
002-061-00005
002-061-00006C
002-061-00006C
002-061-00024
002-061-00024
002-084-D00008
002-084-D00009
002-084-D00010
002-084-D00011
002-128-00026C
005-001-00020C
005-001-00020C
005-002-00001C
005-002-00001C
069-077-00013C
069-077-00042

RESOLUTION AUTHORIZING APPROVAL OF THE USE OF PILOT EXTENSION FUND FOR PAYMENT OF INDEBTEDNESS OR COST WITH RESPECT TO THE PURCHASE OF 100 NORTH MAIN AND PRECONSTRUCTION COST AND THE COST OF THE DEVELOPMENT OR REDEVELOPMENT OF PARKING ON THE 100 NORTH MAIN SITE BY THE DOWNTOWN MOBILITY AUTHORITY AND A PORTION OF THE COST OF DEVELOPMENT OF A PARKING GARAGE BY THE DOWNTOWN MOBILITY AUTHORITY AS A PART OF THE REDEVELOPMENT OF THE SNUFF DISTRICT, AND OTHERWISE PROVIDING WITH RESPECT TO THE FOREGOING

WHEREAS, it is vital to the economic growth and development of the City of Memphis (the “City”) that vacant and underutilized property be developed or redeveloped and placed into service and that parking and other means of mobility be available in Downtown Memphis; and

WHEREAS, the 100 North Main building has been vacant or underutilized for years; and

WHEREAS, it is proposed that The Parking Authority of the City of Memphis and County of Shelby, Tennessee d/b/a/ Downtown Mobility Authority (“DMA”) purchase the property bounded on the north by Adams Avenue, on the east by Second Street, on the south by Jefferson Avenue and on the west and by Main Street, including the 100 North Main building (“100 North Main”) and develop or redevelop parking on the 100 North Main site; and

WHEREAS, it is anticipated that the cost of the purchase of 100 North Main and preconstruction cost in connection with and the cost of the development or redevelopment of parking on the 100 North Main site will be up to Twelve Million Dollars (\$12,000,000) and that Memphis Center City Revenue Finance Corporation (“CCRFC”) will loan such amount to DMA from monies currently available or to be available in the future from the PILOT Extension Fund or from a loan funded from the PILOT Extension Fund; and

WHEREAS, the Snuff District is approximately 65 acres of historic structures, industrial buildings and vacant land, the buildings on which generally date from 1912 to 1952 and are vacant or dilapidated (the “Snuff District”); and

WHEREAS, Wolf River Harbor Holdings, LLC or affiliates thereof (the “Snuff District Developer”), proposes to redevelop the Snuff District into a mixed use development including multi-family housing, commercial, retail, office parking and recreational uses with a development budget approximately \$205,000,000; and

WHEREAS, the redevelopment of the Snuff District would remedy blight, create jobs, increase surrounding property values, provide needed housing and help attract new citizens to Memphis; and

WHEREAS, to make the Snuff District project economically possible and to provide public parking for the Snuff District, it is proposed that DMA, construct all or part of an approximately 480 space parking garage constituting a part of the Snuff District project (the “Snuff District Parking Garage”); and

WHEREAS, it is further proposed that CCRFC loan DMA up to \$3,500,000 from the PILOT Extension Fund or from a loan funded from the PILOT Extension Fund (the “Snuff District Loan”) for the construction of the Snuff District garage;

WHEREAS, it is further proposed that CCRFC will lease the Snuff District Parking Garage to DMA pursuant to a lease agreement and that DMA will sublease the Snuff District Parking Garage to the Snuff District Developer pursuant to a capital lease under which the Snuff District Developer will construct the Snuff District Parking Garage on behalf of DMA; and

WHEREAS, the approval of the Memphis City Council is required for the use of funds from the PILOT Extension Fund by CCRFC.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis as follows:

1. That the use of funds from the PILOT Extension Fund in connection with the purchase of 100 North Main and preconstruction cost in connection with and the cost of the development or redevelopment of parking on the 100 North Main site as described above is hereby approved.

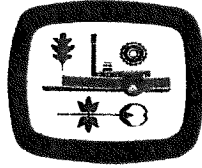
2. That the use of funds from the PILOT Extension Fund in connection with the use of \$3,500,000 from its PILOT Extension Fund for the Snuff District Loan and such Snuff District Loan is hereby approved.

3. All actions heretofore undertaken by the Mayor or his designee and other officials, employees, attorneys and agents of the City in furtherance of the intent of this resolution are hereby ratified, confirmed and approved.

4. The Mayor or his designee and other appropriate officials of the City are hereby authorized to enter into such agreements, and they and other appropriate employees of the City are hereby authorized to execute such certificates or other documents and take such other actions, as may be necessary or appropriate to carry out the intent of this resolution.

5. This resolution shall take effect from and after its adoption, the welfare of the City of Memphis requiring it.

Adopted this ____ day of _____, 2021.



Memphis City Council Summary Sheet

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

Resolution to adopt City of Memphis Division of Parks and Neighborhoods' Parks Master Plan, a guide for the next decade of parks-related operations and development.

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

Division of Parks & Neighborhoods

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

On December 3, 2019, the City Council of the City of Memphis adopted the Memphis 3.0 Comprehensive Plan as the first general plan of the city since 1981; the Parks Master Plan is an addition to the Memphis 3.0 Plan.

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

All districts.

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

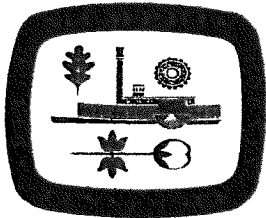
N/A.

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

N/A.

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

N/A.



Resolution to adopt City of Memphis Division of Parks and Neighborhoods' Parks Master Plan, a guide for the next decade of parks-related operations and development. [All Districts.]

WHEREAS, A Parks Master Plan is the accepted industry standard for park and recreation agencies to guide growth and development; and

WHEREAS, the Tennessee Department of Environment and Conservation (TDEC), among other funding bodies, has implemented a requirement for parks and recreation agencies to possess a current Parks Master Plan before eligibility for funding; and

WHEREAS, the most recently adopted Memphis Parks Master Plan developed in 1999 is outdated by more than twenty years; and

WHEREAS, the Division of Parks and Neighborhoods conducted an extensive research, community engagement, and strategy development period from June 2019 to December 2020; and

WHEREAS, more than three thousand (3,000) Memphis citizens were engaged in the Parks Master Plan process; and

WHEREAS, the 2021 Memphis Parks Master Plan is a culmination of research resulting in a revised mission and vision statements, needs prioritization, funding and revenue strategies, improved operational guidelines, and an action plan to be assessed on an annual basis; and

WHEREAS, on December 3, 2019, the City Council of the City of Memphis adopted the Memphis 3.0 Comprehensive Plan as the first general plan of the city since 1981; and

WHEREAS, Pursuant to the ordinance adopted by the City Council approving the Memphis 3.0 Comprehensive Plan on December 3, 2019, amendments to the Plan may be adopted by the Council through resolution; and

WHEREAS, the Parks Master Plan shall be added as a system plan in the appendix of the Memphis 3.0 Comprehensive Plan;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the 2021 Memphis Parks Master Plan is formally adopted as the City of Memphis Parks Master Plan; and

BE IT FURTHER RESOLVED, the Parks Master Plan shall be added as an adopted system plan in the appendix of the Memphis 3.0 Comprehensive Plan.

A RESOLUTION TO AMEND THE MEMPHIS CITY COUNCIL COMMUNITY GRANT PROGRAM FOR FY2022

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

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

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

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

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

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

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

NOW, THEREFORE BE IT RESOLVED that the Memphis City Council does hereby create the Memphis City Council Community Grant Program for FY22 (July 1, 2021 – June 30, 2022), establishing a policy for meeting the needs of citizens and nonprofit requests for financial assistance as set forth below:

Budget Hearings

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

Eligibility

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

Application

All agencies requesting funding shall submit a complete application and presentation. Proof of nonprofit status and financial information must be submitted with an application, a presentation that further clarifies the goals of the organization with their requested funds, and confirmation of attendance at one of the offered Grant Writing Workshop. Applications and presentations shall be submitted online using a link on the Memphis City Council website or delivered to the Memphis City Council Office, Attn: City Council Budget Committee 125 N. Main St., Suite 514 Memphis, TN 38103. Applications will be available April 1– April 30, 2021. All completed applications must be submitted and received by Thursday, April 30, 2021 at 12:00 pm.

Application Review

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

Grant Writing Workshop and Budget Presentation

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

All agencies presenting before the Budget Committee during the FY22 Budget Hearings will have an allotted time to make a budget presentation. The City Council provided template shall be used during the presentation. The template will include space to provide current contact information, how the requested funds will be used to enhance the quality of life for citizens, and financial reporting documents.

Grant Disbursement

Funds will be disbursed in two payments during the fiscal year. Upon completion of agreement between the grant recipient and the City of Memphis, fifty percent (50%) of the grant award will be disbursed. Grant recipients must submit a mid-year grant report to the Memphis City Council and City of Memphis Finance Office by December 15, 2021. This report shall include an accounting of funds spent, proof of public use, and current nonprofit status. All grant recipients will make a presentation before the Budget Committee of the Memphis City Council. Upon favorable review of report and presentation, the City of Memphis Finance Office will disburse the remaining fifty percent (50%) of the grant award. Grant

recipients shall submit a final grant report by May 1, 2022.

Any approved applications for grant funds will be included in the FY22 Budget. All grant recipients are required to comply with the financial guidelines set forth by the City of Memphis Finance Office. Failure to comply with the financial guidelines and attend a grant writing workshop may result in forfeiture of Grant Award. Every grant recipient must accept the funds and complete an agreement with the City of Memphis Finance Department.

THEREFORE, BE IT FURTHER RESOLVED that the Memphis City Council, as a whole, will distribute the \$2,600,000.00 in Grant funding during the FY22 Budget Hearings from Community Initiatives Grants line item included in the Administration FY22 Budget Proposal.

Sponsors:

Martavius Jones

JB Smiley, Jr.

MINUTES

**TELEPHONIC MEETING OF FEBRUARY 2, 2021 RECESSED MEETING TO
FEBRUARY 16, 2021 MEETING OF THE CITY COUNCIL CITY OF MEMPHIS**

FEBRUARY 2, 2021

3:38 P.M. MEETING RECONVENED

(After the meeting was re-opened for the transaction of business and a quorum was declared present, Councilwoman Swearingen made a motion to adjourn the February 2, 2021 City Council Meeting; this was second by Councilman Carlisle, without objection.)

(Chairman Colvett adjourned the February 2, 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, February 2, 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.

ADJOURNED MEETING AT 3:38 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

February 16, 2021

WHICH WAS POSTPONED TO

February 23, 2021

3:30 P.M. SCHEDULED SESSION

3:31 P.M. MEETING COMMENCED

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

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

INVOCATION

The meeting was opened with telephonic prayer by Rev. Brett Wynne of Second Presbyterian Church. Councilman Carlisle thanked Rev. Wynne for being the Chaplain of the Day.

Chairman Colvett asked Councilman Carlisle 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 February 2, 2021 with the following motion:

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

Johnson was absent

APPROVED

17. **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; 2/2)**

Held until March 2, 2021

18. **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. (HELD FROM 2/2)**

Held until March 2, 2021

19. **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. (HELD FROM 2/2)**

Held until March 2, 2021

20. **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. (HELD FROM 2/2)**

Held until March 2, 2021

Chairman Colvett recognized Councilman Jones to highlight Dr. Carter G. Woodson in recognition during Black History Month.

RESOLUTION THANKING THE TRAVELODGE BY WYNDHAM AND THE HOSPITALITY HUB FOR THEIR SERVICE TO THE CITY OF MEMPHIS DURING THE COVID-19 PANDEMIC. THIS RESOLUTION IS SPONSORED BY COUNCILMAN WARREN.

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

APPROVED

2. **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. THIS RESOLUTION IS SPONSORED BY THE DIVISION OF PLANNING AND DEVELOPMENT. (HELD FROM 2/2)**

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

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

APPROVED, as amended

10. **RESOLUTION APPROVING AN HONORARY STREET NAME CHANGE OF MICKEY DRIVE BETWEEN EAST RAINES ROAD AND LEHR DRIVE FOR REVEREND DR. ULIASEA LITTLE, JR. THIS RESOLUTION IS SPONSORED BY COUNCILMAN SMILEY. (REQUEST FOR SAME NIGHT MINUTES)**

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

APPROVED

FISCAL CONSENT AGENDA - - Item#11 - #13 may be acted upon by one motion:

11. **RESOLUTION ACCEPTING A GRANT IN THE AMOUNT OF \$26,000.00 FROM THE NATIONAL RECREATION AND PARK ASSOCIATION, FOR SOCCER LIGHTING AT GAISMAN PARK. DISTRICT 5, SUPER DISTRICT 9. THIS RESOLUTION IS SPONSORED BY PARKS AND NEIGHBORHOODS DIVISION. (REQUEST FOR SAME NIGHT MINUTES)**

APPROVED

12. **RESOLUTION ACCEPTING FUNDING IN THE AMOUNT OF \$218,400.00 FROM THE MEMPHIS FIRE DEPARTMENT FOUNDATION, FOR THE RADAR PROGRAM FROM APRIL 1, 2021 TO JUNE 30, 2021, TO REDUCE NON-EMERGENCY CALLS. ALL COUNCIL DISTRICTS AND SUPER DISTRICTS. THIS RESOLUTION IS SPONSORED BY FIRE SERVICES. (REQUEST FOR SAME NIGHT MINUTES)**

APPROVED

13. **RESOLUTION ACCEPTING REIMBURSEMENT IN THE AMOUNT OF \$258,051.09 FROM THE US DEPARTMENT OF HOMELAND SECURITY-FEMA, FOR TROPICAL CYCLONE LAURA. ALL COUNCIL DISTRICTS AND SUPER DISTRICTS. THIS RESOLUTION IS SPONSORED BY FIRE SERVICES. (REQUEST FOR SAME NIGHT MINUTES)**

APPROVED**ROLL CALL FISCAL CONSENT ITEMS**

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

APPROVED

26. **RESOLUTION AUTHORIZING THE MEMPHIS-SHELBY COUNTY AIRPORT AUTHORITY TO ISSUE ITS AIRPORT REVENUE REFUNDING BONDS, IN THE TOTAL PRINCIPAL AMOUNT NOT TO EXCEED \$62,500,000.00 (THE "REFUNDING BONDS") TO REFUND ALL OR A PORTION OF ITS AIRPORT REFUNDING REVENUE BONDS, SERIES 2011A-1, AND ITS AIRPORT REFUNDING BONDS, SERIES 2011B AND ITS AIRPORT REFUNDING REVENUE BONDS, SERIES 2011D FOR COST SAVINGS; TO FUND DEBT SERVICE RESERVE FUNDS, FOR THE REFUNDING BONDS; AND TO PAY COSTS OF ISSUANCE OF THE REFUNDING BONDS. THIS RESOLUTION IS SPONSORED BY FINANCE DIVISION. (REQUEST FOR SAME NIGHT MINUTES)**

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

APPROVED

MLGW FISCAL CONSENT AGENDA – Items #14 - #16, may be acted upon by one motion:

14. **RESOLUTION APPROVING POSITION NO. 07073 - PLANNING ENGINEER 3.**

APPROVED

15. **RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH PUBLIC ENERGY AUTHORITY OF KENTUCKY (PEAK) FOR THE PURCHASE OF NATURAL GAS.**

APPROVED

16. **RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH PUBLIC ENERGY AUTHORITY OF KENTUCKY (PEAK) FOR A NEW INDUSTRIAL SALES PROGRAM TO PURCHASE NATURAL GAS, AS WELL AS ACKNOWLEDGING PEAK WILL ISSUE GAS SUPPLY REVENUE BONDS TO FUND THE PURCHASE OF THE SUPPLY OF THE NATURAL GAS.**

APPROVED

ROLL CALL MLGW FISCAL CONSENT ITEMS

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

APPROVED

27. **RESOLUTION ACCEPTING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$276,642.18 FROM THE CARES ACT PROVIDER RELIEF FUND, THROUGH USDEPARTMENT OF HEALTH AND HUMAN SERVICES. THE FUNDING IS FOR PREVENTION, PREPARATION AND RESPONSE TO CORONAVIRUS. THIS RESOLUTION IS SPONSORED BY FIRE SERVICES. (REQUEST FOR SAME NIGHT MINUTES)**

MOTION: Warren
 SECOND: Jones

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

APPROVED

28. **RESOLUTION ACCEPTING THE APPROPRIATION AND ALLOCATION OF THE DEPARTMENT OF TREASURY FUNDING, IN THE AMOUNT OF \$19,592,445.70 FOR THE DIVISION OF HOUSING AND COMMUNITY DEVELOPMENT’S EMERGENCY RENTAL AND UTILITY ASSISTANCE, IN RESPONSE TO THE PANDEMIC. THIS RESOLUTION IS SPONSORED BY HOUSING AND COMMUNITY DEVELOPMENT DIVISION. (REQUEST FOR SAME NIGHT MINUTES)**

MOTION: Warren

SECOND: Logan

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

APPROVED

29. **RESOLUTION APPROVING THE LEASE AGREEMENT BETWEEN THE PORT COMMISSION AND CARGILL, INC, TO LEASE APPROXIMATELY 1.73 ACRES OF REAL PROPERTY, LOCATED ON CHANNEL AVENUE BETWEEN PARR STREET AND BUOY STREET, AS APPROVED BY THE BOARD OF COMMISSIONERS OF THE PORT COMMISSION ON JUNE 17, 2020. THIS RESOLUTION IS SPONSORED BY MEMPHIS AND SHELBY COUNTY PORT COMMISSION. (REQUEST FOR SAME NIGHT MINUTES)**

CONTRACT NO. CR-5357

MOTION: Smiley

SECOND: Canale

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

APPROVED

30. **RESOLUTION APPROVING THE AMENDMENT TO THE SECOND AMENDMENT TO LEASE AGREEMENT BETWEEN THE MEMPHIS AND SHELBY COUNTY PORT COMMISSION AND JET INFRASTRUCTURE IA (MEMPHIS) LLC, F/K/A WESPAC PIPELINES-MEMPHIS LLC F/K/A BUCKEYE AVIATION (MEMPHIS) LLC, AS APPROVED BY THE BOARD OF COMMISSIONERS OF THE ECONOMIC DEVELOPMENT GROWTH ENGINE (EDGE), ON AUGUST 19, 2020. THIS RESOLUTION IS SPONSORED BY MEMPHIS AND SHELBY COUNTY PORT COMMISSION. (REQUEST FOR SAME NIGHT MINUTES)**

CONTRACT NO. CR-5358

MOTION: Smiley

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

APPROVED

31. **RESOLUTION APPROVING THE LEASE AGREEMENT BETWEEN THE PORT COMMISSION AND WATCO TRANSLOADING, LLC, FOR 50.3 ACRES OF REAL PROPERTY, FOR THE USE AND PURPOSES AS A PUBLIC DOCK AND WAREHOUSE FACILITY AS APPROVED BY THE BOARD OF THE PORT COMMISSION, ON OCT 21, 2020. THIS RESOLUTION IS SPONSORED BY MEMPHIS AND SHELBY COUNTY PORT COMMISSION. (REQUEST FOR SAME NIGHT MINUTES)**

CONTRACT NO. CR-5359

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

APPROVED

32. **RESOLUTION REGARDING MLGW PILOTS. THIS RESOLUTION IS SPONSORED BY COUNCILWOMAN ROBINSON. (REQUEST FOR SAME NIGHT MINUTES)**

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

APPROVED

33. **RESOLUTION REQUESTING THE CITY OF MEMPHIS TO CONVEY ITS PROPERTY RIGHTS AND INTEREST IN 3157 POWERS ROAD IDENTIFIED AS PARCEL ID 085004 00049, FORMERLY RALEIGH LIBRARY, TO SHELBY COUNTY. THIS RESOLUTION IS SPONSORED BY GENERAL SERVICES DIVISION. (REQUEST FOR SAME NIGHT MINUTES)**

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

APPROVED

34. **RESOLUTION UPDATING THE FEE SCHEDULE OF THE MEMPHIS LANDMARKS COMMISSION. THIS RESOLUTION IS SPONSORED BY COUNCILMAN CANALE.**

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

APPROVED

35. **RESOLUTION REQUESTING A 273-DAY MORATORIUM ON THE ISSUANCE OF PERMITS FOR TOBACCO SHOPS, HEAD SHOPS, SMOKE SHOPS, AND VAPE PRODUCT SHOPS AND REQUESTING THAT THE DIVISION OF PLANNING AND DEVELOPMENT STUDY THE HEALTH, SAFETY, WELFARE, AND SECONDARY EFFECTS ON SCHOOLS, SCHOOL AGED CHILDREN, AND ADJACENT RESIDENTIAL NEIGHBORHOODS, WHILE ALSO PROPOSING ZONING AMENDMENTS THAT REFLECT SAID EFFECTS. THIS RESOLUTION IS SPONSORED BY COUNCILMAN WARREN.**

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

APPROVED

36. **RESOLUTION ENCOURAGING CITIZENS AND BUSINESSES TO CURTAIL THEIR WATER USAGE DURING THE MEMPHIS LOW WATER PRESSURE EMERGENCY AND TO REQUIRE CAR WASH FACILITIES TO CEASE OPERATING DURING THE WATER CRISIS. THIS RESOLUTION IS SPONSORED BY COUNCILWOMAN JOHNSON AND COUNCILWOMAN ROBINSON. (REQUEST FOR SAME NIGHT MINUTES)**

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

APPROVED

CONSENT AGENDA – Items #3 - #9 may be acted upon by one motion: See Page 5907 for Roll Call Consent Items.

3. **ORDINANCE 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 S E C O N D READING. ORDINANCE NO. 5777 IS SPONSORED BY COUNCILMAN MORGAN, COUNCILMAN WARREN AND THE ADMINISTRATION.**

APPROVED, on Second reading

4. **ORDINANCE 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 S E C O N D READING. ORDINANCE NO. 5778 IS SPONSORED BY PUBLIC WORKS DIVISION.**

APPROVED, on Second reading

5. **ORDINANCE 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 S E C O N D READING. ORDINANCE NO 5779 IS SPONSORED BY PUBLIC WORKS DIVISION.**

APPROVED, on Second reading

6. **RESOLUTION ACCEPTING O'REILLY AUTO PARTS-PLEASANT SYCAMORE COMMERCIAL PD AND AUTHORIZING RELEASE OF BOND.**

Resolution approves accepting the public improvements as shown on the engineering plans located approximately 400 linear feet west of Pleasant View Road and Sycamore View Road Intersections. Resolution also authorizes the release of the Bank of Bartlett Letter of Credit No. 5501219 in the amount of \$94,400.00 in lieu of bond.

APPROVED

7. **RESOLUTION APPROVING THE FINAL PLAT ENTITLED AVERY GROVE PD.**

Case No. PD 18-47

Contract No. CR-5354

Resolution approves the final plat located at the southwest corner lot in the Roberta Drive and Avery Avenue Intersections on the south side of Avery Avenue in the City of Memphis. Cost of the improvements to be borne by the Developer. Resolution also authorizes to accept the Performance Bond No. GM-202696 in the amount of \$67,800.00.

APPROVED**8. RESOLUTION APPROVING THE FINAL PLAT ENTITLED THE DOMINO'S VILLAGE.**

Case No. BOA 19-93

Contract No. CR-5355

Resolution approves the final plat located at 361 North 3rd Street bounded by Third Street, Jackson Avenue, Second Street and Overton Avenue in the City of Memphis. Cost of the improvements to be borne by the Developer. Resolution also authorizes to accept the Performance Bond No. 107356931 in the amount of \$130,200.00.

APPROVED**9. RESOLUTION APPROVING THE ENGINEERING PLANS ENTITLED THE UNIVERSITY OF TENNESSEE HEALTH SCIENCE CENTER COLLEGE OF DENTISTRY.**

Contract No. CR-5356

Resolution approves the engineering plans located at 875 Union Avenue southeast corner lot in the Union Avenue and Dunlap Street Intersections in the City of Memphis. Cost of the improvements to be borne by the Developer. Resolution also authorizes to accept the Performance Bond No. 015212325 in the amount of \$77,300.00.

APPROVED**ROLL CALL CONSENT ITEMS**

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

APPROVED

21. RESOLUTION AMENDING THE FY21 CIP BUDGET BY TRANSFERRING AN ALLOCATION AND APPROPRIATING \$362,000.00 IN G.O. BONDS FROM TRAFFIC SIGNALS, PROJECT NUMBER EN21100 AND TRAFFIC SIGNAL FURNITURE, FIXTURES AND EQUIPMENT (FY21), PROJECT NUMBER EN01104 TO TRAFFIC SIGNAL IMPROVEMENTS TO THE INTERSECTION OF CRUMP AT DANNY THOMAS, PROJECT NUMBER EN01105, FOR A CONSTRUCTION CONTRACT WITH MCCRORY ELECTRIC. THIS RESOLUTION IS SPONSORED BY ENGINEERING DIVISION.

MOTION: Warren

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

APPROVED

22. **RESOLUTION TRANSFERRING \$1,510,915.00 APPROPRIATED FUNDING FROM SIX COMPLETED GENERAL SERVICES PROJECTS TO CD0110-RALEIGH VEHICLE REPAIR SHOP AND \$156,329.00 AVAILABLE CAPITAL ACQUISITION FUNDING FROM GS0219C TO GS0221C. THIS RESOLUTION IS SPONSORED BY GENERAL SERVICES DIVISION.**

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

APPROVED

23. **RESOLUTION TO APPROPRIATE \$4,000,000.00 OF G.O. BOND ALLOCATIONS IN THE FY2021 CAPITAL IMPROVEMENT PROGRAM BUDGET FOR THE FAIRGROUNDS REDEVELOPMENT PHASE II. THIS RESOLUTION IS SPONSORED BY THE DIVISION OF HOUSING AND COMMUNITY DEVELOPMENT.**

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

APPROVED

24. **RESOLUTION APPROVING MLGW'S DEBT MANAGEMENT POLICY REVISIONS. THIS RESOLUTION IS SPONSORED BY MLGW DIVISION.**

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

APPROVED

15. RESOLUTION ENCOURAGING ALL CITY OF MEMPHIS GOVERNMENT AGENCIES TO SUPPORT AMERICAN AND LOCAL MANUFACTURERS. THIS RESOLUTION IS SPONSORED BY COUNCILMAN CARLISLE, COUNCILMAN CANALE, CHAIRMAN COLVETT, COUNCILWOMAN JOHNSON AND COUNCILMAN WARREN.

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

APPROVED

(Chairman Colvett took a moment of silence for Councilwoman Johnson regarding the passing of her brother – Danny Grisham.)

(Special Item #1 – Councilman Smiley made a motion to approve Same Night Minutes for Items #10 - #13, Items #26 - #33 and Item #36, from tonight’s meeting.)

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

APPROVED

Vice Chairwoman Swearengen read the speaker cards from the following people:

- Ted Green, 592 High Point Terrace #7, Memphis, Tennessee, 38112
- Angel Moore, 887 Orphanage Ave., Memphis, Tennessee, 38107
- Joe Kent, 5111 Flamingo Rd., Memphis, Tennessee, 38117
- Robert Tooms, 7899 Bentwood Circle, Cordova, Tennessee, 38018
- Natasha Malone, 6153 Forest Oasis Cv., Bartlett, Tennessee, 38135
- Jay Perdue, 4672 Princeton Rd., Memphis, Tennessee, 38117
- Dennis Lynch, 347 N. McLean, Memphis, Tennessee, 38112
- Theryn C. Bond, 57 N. Somerville St., Memphis, Tennessee, 38104

(Councilman Canale made a motion to recess the February 16, 2021 meeting until March 2, 2021; this was second by Councilman Canale.)

RECESSED MEETING AT 5:44 p.m.

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

CHAIRMAN

Attest:

Deputy Comptroller/Council Records

**CITY OF MEMPHIS
NOTICE OF REGULAR MEETING
OF
THE MEMPHIS CITY COUNCIL
Tuesday, February 16, 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 FEBRUARY 16, 2021 MEMPHIS CITY COUNCIL MEETING

Take notice, the Memphis City Council will meet on **Tuesday, February 16, 2021 at 7:45 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, February 16, 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 7:45 a.m., click on the February 16, 2021 Memphis City Council meeting
- (4) Begin viewing the February 16, 2021 Memphis City Council meeting electronically via live-stream
- (5) Click on the February 16, 2021 "Agenda" tab to view the agenda documents

B. Radio, via 88.5 FM (WQOX)

To listen to the Tuesday, February 16, 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 February 16, 2021 Memphis City Council meeting by radio via 88.5 FM (WQOX)

C. Electronically, via digital archive

To listen to the Tuesday, February 16, 2021 Memphis City Council meeting electronically, via digital archive, follow the steps below:

- (1) Access the internet **after** the February 16, 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 February 16, 2021 "City Council Full Meeting" tab
- (4) Begin viewing the February 16, 2021 Memphis City Council meeting electronically via digital archive
- (5) Click on the February 16, 2021 "Agenda" tab to view the agenda documents
- (6) Click on the February 16, 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