



MEMPHIS CITY COUNCIL

Resolution

WHEREAS, when worthy circumstances arise, the Memphis City Council honors citizens of our communities and of our great city; and sees fit to recognize the accomplishment of **Tamra ‘Chef Tam’ Patterson**, as “**Champion**” of a popular Food Network show; and

WHEREAS, on the April 5th episode of the show, **Tamra ‘Chef Tam’ Patterson** competed against other chefs and was the first Memphian to win the competition on her first appearance; and

WHEREAS being a contestant on other shows and winning once in a competition, **Tamra ‘Chef Tam’ Patterson** also competed on the Oprah Winfrey Network (OWN) “Great American Cookout”; and

WHEREAS, while being the owner of Chef Tam’s Underground Café, **Tamra ‘Chef Tam’ Patterson** is known for her soul food recipes with specialties such as Fried Mac-n-Cheese which she serves daily and her own special Shrimp and Cheddar Grits; and

WHEREAS, to appease the judge’s palates even more, **Tamra ‘Chef Tam’ Patterson** created the Stuffed French Toast BLT with strawberry and tomato puree topped with lettuce, whipped cream and candied bacon which thoroughly pleased the judges; and

WHEREAS, being credited with launching a line of cookware, **Tamra ‘Chef Tam’ Patterson** started a collection of juices and has opened a second Chef Tam’s Underground Café restaurant establishment in Arlington, Texas; and

WHEREAS one of her proudest achievements, **Tamra ‘Chef Tam’ Patterson** became the champion after three (3) highly competitive rounds on the Food Network’s show “**Chopped**” after competing against four other chefs in the competition; and

WHEREAS, competing on the show for the title, **Tamra ‘Chef Tam’ Patterson** created winning dishes in each round and category from different baskets of ingredients moving on to each round with a different basket of ingredients; and finally, to the third round in the dessert category which proved to be the most challenging and became the final and winning dish of the competition; and

NOW, THEREFORE, BE IT RESOLVED, that we honor **Tamra ‘Chef Tam’ Patterson** in becoming “**Champion**” of the Food Network’s episode of “**Chopped**” and becoming the first Memphian to hold such a title representing the City of Memphis; and

BE IT FURTHER RESOLVED, though ink and parchment are most inadequate to highlight such a title as “**Champion**”, for **Tamra ‘Chef Tam’ Patterson’s** accomplishment, we, nonetheless, recognize and honor her commitment and her service to the City of Memphis with the utmost and most sincere respect.

Given by my hand and under the great seal of the
City of Memphis this 19th day of April 2022.

Chairwoman Jamita E. Swearingen
Memphis City Council
District 4

WHEREAS, upon occasion, the City Council approves the naming of specified public roads to honor those who have served and enriched this community, and the late **Phil Trenary** is a remarkable example of a true business and community leader and advocate who is deserving of this City's recognition and gratitude; and

WHEREAS, Philip Hartley Trenary was born on August 1, 1954 in Pawhuska, Oklahoma to May Ruth and Buck Trenary; he went on to be a proud graduate of Oklahoma State University (OSU), receiving a bachelor of applied science degree in aeronautical engineering in 1979; while at OSU, he was influential in the founding of the Flying Aggies, the first collegiate aerobatics program which was the top team of its kind in the country for four consecutive years; and

WHEREAS, always exhibiting a love for flying and aviation, **Phil Trenary** built his first airplane in his uncle's barn, flew solo at the age of 15 and obtained his pilot's license prior to receiving his driver's license; Phil flew airplanes while in college and after graduating, he became a pilot for Occidental Petroleum; he and a business partner began investing in and selling planes in 1978, a business which grew into Aviation Services Flight School, which provided the flight training for OSU; he later founded Exec Express Airline in Oklahoma, which eventually became Lone Star Airlines and moved to Dallas-Fort Worth; and

WHEREAS, Phil Trenary moved to Memphis with his family in 1997 to become President and CEO of Pinnacle Airlines Corp., and under his leadership, the airline grew from a small regional airline to one of the largest regional airlines in the United States with 7,700 employees; he remained in this position until 2011 and continued making his mark in Memphis as principal of Phil Trenary & Associates, where he specialized in airline consulting and large institutional restructuring; and

WHEREAS, Phil Trenary was named President & CEO of the Greater Memphis Chamber in June 2014, where he had a reputation for his collaborative approach and unwavering advocacy for Memphis; during his tenure, he led the Chamber in adopting the goal of breaking the cycle of poverty and attracting better jobs to the community, guided the launch of the Greater Memphis Chamber's Chairman's Circle, a group of 100 business leaders dedicated to transformative change, prioritized bringing and retaining workers to downtown Memphis, represented Memphis' interests at the state and national levels, and worked with and mentored millennials as the next leaders of Memphis; and

WHEREAS, Phil Trenary lived by the guiding principles: "The true measure of a man is how he treats someone for nothing in return" and "Do what you love;" he was a member of Calvary Episcopal Church in downtown Memphis and also regularly attended Greater White Stone Missionary Baptist Church in South Memphis; he was actively engaged in numerous charitable and civic organizations and served on the boards of New Memphis Institute, Memphis Convention & Visitors Bureau, Memphis Tomorrow, Greater Memphis Alliance for a Competitive Workforce, and St. George's Independent School; he served as a past chairman of the Regional Airline Association and member of the Management Advisory Council for the U.S. Secretary of Transportation and Federal Aviation Administration; and

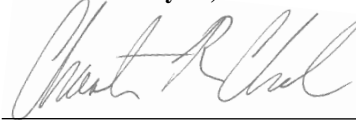
WHEREAS, at the time of his tragic passing on September 27, 2018, **Phil Trenary** left his three children, Justin, Brittney, and Pearce, former wife Bridget, son-in-law Schaefer, grandchildren Lawson and Jackson, brother Frank, sisters-in law Connie and Linda, extended family, friends, and colleagues to cherish memories of his life and his profound impact in aviation, the business community, charitable and civic organizations, the Greater Memphis Chamber, and the Memphis community as a whole.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MEMPHIS, TENNESSEE that congratulations are extended to the family, friends, and colleagues of the late **Phil Trenary** on this day of celebration and recognition of his many contributions and that Main Street between Madison Avenue and Court Avenue shall be designated and always remembered as

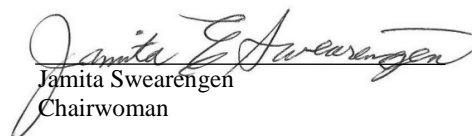
Phil Trenary Way

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

ADOPTED: May 10, 2022



Chase Carlisle
Councilmember



Jamita Swearingen
Chairwoman

WHEREAS, on occasion the Memphis City Council has seen fit to name certain public roads to honor citizens who have served this community; and

WHEREAS, in the 1970s, the Memphis Area Chamber of Commerce developed plans for a festival which would incorporate all of the events Memphis hosted each year; and

WHEREAS, **Lyman Aldrich** brought the Chamber's idea to reality in 1977 as founder of the Memphis in May International Festival, which was the inaugural year of Beale Street Music Festival, the Sunset Symphony, and Memphis in May's first international salute, which was to Japan; and

WHEREAS, in its second year Memphis in May added the World Championship Barbecue Cooking Contest that started with only 20 teams and \$1,000 in prize money in a vacant lot next to the Orpheum Theatre; and

WHEREAS, it is estimated that Memphis in May now has a \$70 million economic impact on the Memphis region; and

WHEREAS, Mr. Aldrich is also a co-founder of the Board of Regents of the Memphis School of Banking – now nationally known as the Barret School of Banking which is located at Christian Brothers University; and

WHEREAS, Mr. Aldrich continues to serve our city today by working in various capacities with several non-profit organizations; and

WHEREAS, on November 17, 2015, the Memphis City Council honored Lyman Aldrich for his years of service to the city by designating Wagner Place between Beale Street and East Pontotoc Avenue as "Lyman Aldrich Lane;" and

WHEREAS, due to construction in the area, the signs so designating Lyman Aldrich Lane were removed and to this date have not been replaced due to substantial changes on the originally designated block; and

WHEREAS, construction in the area of the originally named Lyman Aldrich Lane is anticipated to continue for several years; furthermore, relocating the signs as specified hereunder will bring Lyman Aldrich Lane closer to the spot where the World Championship Barbecue Cooking Contest began in 1978;

NOW, THEREFORE, BE IT RESOLVED by the Memphis City Council that South Front Street between Beale Street and Peabody Place, in honor of his life and many accomplishments, be declared

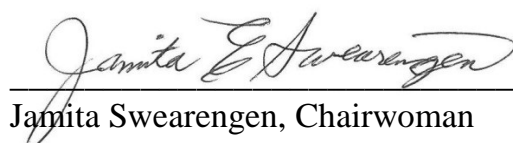
LYMAN ALDRICH LANE

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

Given by my hand and under the
great seal of the City of Memphis
this 10th day of May, 2022.



Frank Colvett, Jr., District 2



Jamita Swearingen, Chairwoman

REFERENDUM ORDINANCE NO. _____

A REFERENDUM ORDINANCE TO AMEND, PURSUANT TO [ARTICLE XI, § 9](#) OF THE CONSTITUTION OF THE STATE OF TENNESSEE (HOME RULE AMENDMENT), PROVISIONS OF THE CHARTER OF THE CITY OF MEMPHIS, THE SAME BEING CHAPTER 11 OF THE ACTS OF 1879, AS AMENDED, RELATIVE TO PARTISAN ELECTIONS FOR THE OFFICES OF MAYOR AND CITY COUNCIL MEMBERS AND TO REPEAL ALL PROVISIONS OF THE CITY’S CHARTER INCONSISTENT WITH THIS AMENDMENT

Whereas, the Tennessee Code Annotated § 2-13-208, provides that municipal elections shall be nonpartisan unless the municipality's charter specifically permits partisan elections. When a municipality's charter allows partisan elections, political parties may nominate candidates for municipal office by using the primary election provisions of Title 2 of Tennessee Code Annotated (the “Election Code”) or as otherwise authorized by the rules of the party; and

Whereas, it is deemed advisable and in the best interest of the citizens of the City of Memphis that the City of Memphis Charter be amended by ordinance as provided by [Article XI, Section 9](#) of the Constitution of the State of Tennessee (Home Rule Amendment) for the purpose of permitting partisan elections for the Offices of the Mayor and Memphis City Council Members.

[Section 1.](#) Proposed Amendment Authorized.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEMPHIS , TENNESEE, That pursuant to Article XI, Section 9 of the Constitution of the State of Tennessee, as amended, a proposal for amending the Charter of the City, as set forth in this ordinance, shall be published and submitted by the City of Memphis to its qualified voters at the first state general election, which shall be held in the City of Memphis on August 4, 2022, and which shall be held at least sixty (60) days after such publication.

[Section 2.](#) Publication of Home Rule Amendment as required by Tennessee Constitution.

BE IT FURTHER ORDAINED, That the Comptroller is hereby directed to cause this Ordinance, as finally adopted, to be published pursuant to provisions of Article XI, Section 9 of the Constitution of the State of Tennessee immediately after adoption by the City Council.

[Section 3.](#) Certification and Delivery to Election Commission.

BE IT FURTHER ORDAINED, That upon the adoption of this Ordinance becoming effective as required by law, the Comptroller of the City of Memphis shall immediately certify adoption of this Ordinance and deliver a certified copy thereof to the Shelby County Election Commission in charge of holding the general State election on August 4, 2022, and shall request that the proposed amendment to the Home Rule Charter of the City of Memphis, in the preferred form set forth in this Ordinance, be placed on the ballot.

Section 4. Proposal and preference.

BE IT FURTHER ORDAINED, That the City Council does hereby adopt the suggested proposal and form of question to be placed on the ballot for a referendum vote on a Home Rule Amendment to the Charter of the City of Memphis in a State General election to be held on the 4th day of August, 2022, which question shall read as follows:

“ Shall the Charter of the City of Memphis be amended to read:
‘ Elections for the Offices of Mayor and Memphis City Council Members shall be partisan, such that political parties may nominate candidates for the offices of Mayor and Memphis City Council Members by using the primary election provisions of the Tennessee Election Code or as otherwise authorized by the rules of the party. All provisions of the Charter that are inconsistent with this charter amendment are repealed.’ ?

I, Shirley Ford, Director of Finance for the City of Memphis do hereby certify that the foregoing amendment shall have no impact on the annual revenues and expenditures of the City.

FOR THE AMENDMENT	(YES) _____
AGAINST THE AMENDMENT	(NO) _____

Section 5. Effective Date of Charter Amendment.

BE IT FURTHER ORDAINED, That this Ordinance shall take effect for the purposes set forth herein sixty (60) days after approval by a majority of the qualified voters voting thereon in an election to be held on the 4th day of August, 2022, the public welfare, requiring it.

Section 6. Certification of Results.

BE IT FURTHER ORDAINED, That the Shelby County Election Commission certify the result of said election on the referendum question to the Comptroller of the City of Memphis, who shall see that said result is made a part of the Minutes of the Council of the City of Memphis.

Section 7. BE IT FURTHER ORDAINED, That the Mayor be and is hereby authorized to appropriate and expend out of general revenues of the City of Memphis, Tennessee, a sum sufficient to pay a pro-rata cost attributable to the inclusion of the proposed amendment on the ballot for the election to be held on the 4th day of August, 2022, if any.

Section 8. Nonconflicting - Conflicting Laws.

BE IT FURTHER ORDAINED, That from and after the effective date of this Home Rule Amendment, all laws constituting the present Charter of the City of Memphis in conflict with the subject matter of this amendatory Home Rule Ordinance shall be immediately annulled, vacated, and repealed and all laws constituting the present Charter of the City of Memphis not in conflict

with this amendatory Home Rule Ordinance, be and the same are here continued in full force and effect.

Section 9. Severability.

BE IT FURTHER ORDAINED, that if any clause, section, paragraph, sentence or part of this Ordinance shall be held or declared to be unconstitutional and void, it shall not affect the remaining parts of this Ordinance, it being hereby declared to be the legislative intent to have passed the remainder of this Ordinance notwithstanding the parts so held to be invalid, if any.

Section 10. Publication as Required by the City Charter.

BE IT FURTHER ORDAINED, that this Ordinance shall also be published by the Comptroller at the same time and manner as required by the City's Charter for all ordinances adopted by the City Council.

Section 11. Enactment of Referendum Ordinance.

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

SPONSOR:
Councilman Martavius Jones

**JAMITA SWEARGEN
CHAIRWOMAN**

ORDINANCE NO: _____

ORDINANCE AMENDING ORDINANCE NO. 5459 OF THE CODE OF ORDINANCES OF THE CITY OF MEMPHIS, TENNESSEE, SO AS TO MAKE CERTAIN CHANGES WITH REGARD TO PERMITTED DAYS OF OPERATION FOR BREWERIES WITH TASTING ROOMS

WHEREAS, the City of Memphis Code of Ordinances was amended in 2012 with the adoption of Ordinance No. 5459 to create regulations for the operation of breweries with tasting rooms; and

WHEREAS, these regulations mirrored the distance requirements articulated in the Code for bars, cocktail lounges and other establishments where less than 40% of the gross sales come from food; and

WHEREAS, since 2012, these regulations have been interpreted in multiple ways as to whether breweries with tasting rooms should be distanced from the same uses as other establishments with less than 40% of the gross sales are from food; and

WHEREAS, since 2012, several breweries with tasting rooms have opened throughout the City, at least two of which are within the more restrictive interpretation of the existing distance regulations; and

WHEREAS, the Code requires clarifying language to ensure the true intent of the City Council of the City of Memphis is to establish consistent distance requirements for breweries with tasting rooms.

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

SECTION 1:

THAT, the City of Memphis Code of Ordinances shall be amended so that breweries with tasting rooms share a consistent distance requirement from places of worship, schools and certain residential zoning districts as other establishments with less than 40% of the gross sales come from food; and

SECTION 2:

THAT, the City of Memphis Code of Ordinances should further reflect reasonable hours of operation on Sundays for those breweries with tasting rooms within close proximity of places of worship, schools and certain residential zoning districts; and

SECTION 3:

THAT, Sec. 7-8-25(D)(5) of the City of Memphis Code of Ordinances, as numbered by the Municipal Code Corporation as of March 21, 2022, shall be amended in the following manner (proposed language indicated in ***bold, italics, underline***):

If located within a 500-foot radius or 250-foot radius of a church, ***a school or certain enumerated residential zoning districts*** as set forth in section 7-8-11(B) above, shall ***not open to the public on Sundays before 12:00 p.m.*** remain closed to the public on Sundays, and if located within such radius of a school or residential dwelling, shall remain closed to the public on Sundays and shall close to the public each ***Sunday*** Monday through Thursday no later than 10:00 p.m., this section being intended to prevent traffic congestion, to reduce noise and to protect the public welfare and morals of the community.

and;

SECTION 4:

THAT, the entirety of Sec. 7-8-25 of the City of Memphis Code of Ordinances, as numbered by the Municipal Code Corporation as of March 21, 2022, is attached to this ordinance as Exhibit A; and

SECTION 5:

THAT, the entirety of Sec. 7-8-11 of the City of Memphis Code of Ordinances, as numbered by the Municipal Code Corporation as of March 21, 2022, is attached to this ordinance as Exhibit B.

ATTEST:

**CC: Memphis and Shelby County Division of Planning and Development
City of Memphis Permits Office
EXHIBIT A, Sec. 7-8-25 of the City of Memphis Code of Ordinances**

(as numbered by the Municipal Code Corporation as of March 21, 2022; proposed language indicated in *bold, italics, underline*)

Sec. 7-8-25. - Caterer's permit.

Notwithstanding any other provisions of this chapter, or any rule or regulation of the City of Memphis Alcohol Commission to the contrary, any brewery meeting the exemption requirements set forth in T.C.A. § 57-5-101(c)(1)(A) that does not also operate as a restaurant as defined in section 9-52-1 of this Code ("brewery"), shall be subject to the following provisions and restrictions:

A. Legislative intent. The intent of this section is to recognize the distinction between breweries with tasting rooms and other establishments that sell alcoholic beverages, specifically that a brewery tasting room is an adjunct to the primary business of manufacture and sale to wholesale or retail establishments. It being the intent of this section to encourage the growth of local business and tourism while protecting the public welfare and morals.

B. Permit required. Each brewery with a tasting room in which beer is to be manufactured and sold must apply for a beer permit through the City of Memphis Alcohol Commission in conformity with section 7-8-7 above. Such permit application shall make reference to the fact that the application is for a brewery with a tasting room. The permit application shall conform to all on-premises permit requirements if the brewery intends to allow the consumption of beer in its tasting room, but so long as the application is accompanied by a sworn petition indicating that the restrictions of subsection D of this section are met, then there shall be no requirement for a brewery with a tasting room to maintain kitchen facilities or serve food.

C. On and off premises consumption allowed. So long as the tasting room of the brewery conforms with the requirements of subsection D below, breweries with tasting rooms shall be authorized to sell beer manufactured on premises for on-premises consumption or off-premises consumption (off-premises consumption shall include beer sold to licensed wholesalers or retail establishments) so long as all beer sold for off-premises consumption is in the original, sealed container.

D. No food requirement—Restrictions. No brewery with a tasting room shall be required to serve food, maintain kitchen facilities or conform to any requirement relating to the percentage of sales attributable to food so long as it:

1. Does not engage in the sale of any alcoholic beverage other than beer manufactured on premises;
2. Does not derive more than 25 percent of its gross annual income from the sale of beer for consumption on premises;
3. Does not open to the public for any period between the hours of 12:00 a.m. and 12:00 p.m.;
4. Does offer water or other non-alcoholic beverages at no cost to its patrons;

5. If located within a 500-foot radius or 250-foot radius of a church, *a school or certain enumerated residential zoning districts* as set forth in section 7-8-11(B) above, shall *not open to the public on Sundays before 12:00 p.m.* ~~remain closed to the public on Sundays, and if located within such radius of a school or residential dwelling, shall remain closed to the public on Sundays and shall close to the public each *Sunday* Monday through Thursday no later than 10:00 p.m., this section being intended to prevent traffic congestion, to reduce noise and to protect the public welfare and morals of the community.~~

(Ord. No. 5490, § 1, 1-22-2013; Ord. No. 5459, § 9, 7-17-2012)

**EXHIBIT B, Sec. 7-8-11 of the City of Memphis Code of Ordinances
(as numbered by the Municipal Code Corporation as of March 21, 2022)**

Sec. 7-8-11. - General restrictions on issuance.

A. No license shall be issued to sell any beverage coming within the provisions of this chapter:

1. In violation of any provision of state law;
2. In violation of the Unified Development Code;
3. Where such sale will cause congestion of traffic or interference with schools, churches or other places of public gathering, or otherwise interfere with public health, safety and morals, and the judgment of the alcohol commission on such matters shall be final, except as same is subject to review at law;
4. Unless it is necessary for the accommodation of the public that such place should be licensed, and the judgment of the alcohol commission on such matters shall be final except as same is subject to review at law; provided, however, that nothing herein contained shall prevent the issuance of a license for the sale of beer upon private property next and adjacent to regularly licensed and operated sandwich shops, eating houses or restaurants, or to prevent the sale of beer for consumption in automobiles or other vehicles parked upon such premises; provided that, such beverages shall be consumed while such automobiles are parked upon such premises, but no beer or such beverages shall be served or consumed while such automobiles are parked upon a public street, alley or other public place.

B. Where the sale shall be for on-premise, and food sales shall consist of less than 40 percent of gross sales, the business establishment shall be located no less than 500 feet (as measured along the center line of the street or streets as defined further herein) or not less than within a 250-foot radius in any other direction from the property line of any single-family or duplex residential property zoned R-15, R-10, R-8, R-6, R-3, or RU-1, any church (defined as property owned and used by a church having regular attendance at its meetings and whose property is exempt from taxation by the property assessor) or school (defined as fully accredited public, private, or parochial school for grades one through 12 or any other division of such grades). The 500 feet shall be measured from a point in the center line of the public or private street adjacent to the threshold (private street being defined to be a private passageway for vehicles in a multi-establishment commercial area of at least two acres in size) on which the beer establishment fronts, such point being directly opposite the center of the threshold of the wall of the establishment if the threshold faces the street and if not, then at the midpoint of the establishment building; thence along the intersecting street or streets to a point on the center line of the street opposite the nearest point to the property line of the residence, church or school. Such 250-foot restriction shall be measured from the center of the threshold of the store to the nearest point in the property line of such residence, church, or school, it being the intent of the restriction that no part of the property of such residence, church or school shall be within a radius of 250 feet from the point in the center of the threshold herein shall apply only to beer establishment locations after the effective date of this section. Further, T.C.A. § 57-5-103(5) states "a business can sell beer for both on-premises and off premises consumption at the

same location pursuant to one (1) permit." Where the business establishment does not meet the distance requirements set above, percentage of food sales notwithstanding, sale of more than two 16-ounce sealed containers, for off-premise consumption, per customer is not permitted per this section. This section shall not prohibit the sale and transfer of the assets, goodwill, equipment and fixtures of any on-going business to a new owner to continue the operation of such business, however, such new owner must comply with all the provisions of this section.

C. Where the sale shall be for off-premises consumption, the business establishment shall be located no less than 500 feet (as measured along the center line of the street or streets and such measurement is defined further herein by reference to subsection B above) or not less than within a 250-foot radius in any other direction from the property line of any residential property zoned R-E, R-15, R-10, R-8, R-6, R-3 or RU-1, any church (as defined in subsection B above) or school (as defined in subsection B above) except establishments located along interstate, U.S. and state highways. Said 500 feet and 250-foot radius restrictions shall be measured in the same manner as that set out in subsection B above with regard to on-premise sales. This location restriction is intended to and shall apply only to new beer establishment locations that make application for off-premises sales after the effective date of this subsection. This location restriction shall apply to any existing beer establishment location licensed for off-premises sales that ceases to sell, distribute or manufacture beer at that location during any continuous six-month period after the effective date of this subsection. The distance requirements of this paragraph do not apply to an establishment where less than ten percent of its gross sales consists of alcohol sales.

D. The location restriction (as defined in subsection C of this section) shall not apply to a qualified "retail food store wine license" applicant, that as of December 31, 2015, holds any off-premises beer permit, or upon application for a retail food store wine license, qualifies for any off-premises beer sales permit under chapter 7-8, article 2.

(Code 1967, § 5-86; Code 1985, § 4-71; Ord. No. 117, § 1, 2-20-1968; Ord. No. 3246, § 1, 11-9-1982; Ord. No. 5000, 5-20-2003; Ord. No. 5134, § 1, 2005; Ord. No. 5223, § 1, 2007; Ord. No. 5343, 1-26-2010; Ord. No. 5615, § 3, 5-3-2016; Ord. No. 5459, §§ 6, 7, 7-17-2012)

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES RELATIVE TO THE DOLLAR LIMITATIONS ON MEMPHIS LIGHT GAS AND WATER DIVISION CONTRACTS AND SALARIES THAT REQUIRE APPROVAL BY THE MEMPHIS CITY COUNCIL BEFORE EXECUTION

WHEREAS, Section 681 of the City's Charter, adopted by Private Act of the Tennessee Legislature in 1939 (the "Memphis City Charter"), reserved to the City Council authority to approve, in advance of execution, contracts entailing an obligation or expenditure in excess of Five Thousand Dollars to be executed by the Board of Light, Gas & Water Commissioners of the City of Memphis ("MLGW Board"); and

WHEREAS, Section 675 of the Memphis City Charter, as amended by Ordinance 3509, adopted on November 5, 1985, also reserved to the City Council authority to approve the setting of salaries or other compensation of any officers, executive management employees or other employees for MLGW in excess of \$90,000.00 in advance of employment.

WHEREAS, under the provisions of Ordinance No. 3054, dated September 2, 1980, to the City's Charter (the "Home Rule Amendment"), the City Council is authorized to increase by ordinance the amount of contracts and salaries or compensation for employees or others requiring City Council approval; and

WHEREAS, from time to time, the City Council has amended its Code of Ordinances to adjust the limits of authority granted to the MLGW Board for the execution of contracts and the setting of salaries for employees hired as it deemed appropriate; and

WHEREAS, in recognition of the impediment to responsiveness and additional cost to MLGW's customers caused by the requirement for approval of individual contracts and to improve MLGW's fiscal and operational efficiency in completing work, the City Council desires to raise the limits requiring approval by the Council prior to execution; and

NOW THEREFORE BE IT ORDAINED:

SECTION 1. Section 1 of Ordinance No. 5383 is amended and restated as follows:

Notwithstanding Ordinance No. 5383 to the contrary, all contracts (other than emergency purchases, purchases of natural gas and other derivative products, and settlements between MLGW and its employees pursuant to the workers' compensation laws of the State of Tennessee, which shall not require City Council approval in advance of execution) entailing an obligation or expenditure, including fees or other compensation of any engineers, auditors, attorneys, consultants and others employed to render extraordinary services to MLGW, in excess of \$250,000.00 shall require City Council approval in advance of execution. Furthermore, all interlocal agreements or contracts between MLGW and any municipality or division

of government (other than the City of Memphis and its divisions) that involve the collection of any municipal, county or other government fee, tax or other charge not directly related to utility service (such as electricity, gas, or water utility service) shall require Council approval in advance of execution. In emergencies MLGW may enter into emergency purchases as defined herein, which emergency purchases shall be later ratified by the Council. MLGW may also purchase natural gas and other derivative instruments daily as long as the aggregate annual amount of these purchases are approved by the Council in the annual budget of MLGW.

For the purposes of this Ordinance the term “emergency purchases” shall include, but shall not necessarily be limited to, any purchase orders and contracts in excess of \$500,000.00 needed to: (i) remedy any hazardous, unsafe or environmentally harmful event or condition that has created or may create a harmful situation for the public or MLGW employees, whether or not ordered, directed or requested by a federal or state agency; (ii) ensure continuous and reliable utility service to MLGW customers, or (iii) take whatever steps are reasonably necessary to address problems caused by a catastrophic event.

SECTION 2. Section 2 of Ordinance No. 5046 is amended and restated as follows:

Notwithstanding Ordinance No. 5046 to the contrary, any salaries or other compensation of any officers, executive management employees or other employees for MLGW in excess of One Hundred Eighty Thousand (\$180,000.00) shall require approval in advance of employment.

SECTION 3. Nonconflicting – Conflicting laws. All laws and ordinances constituting the present Code of Ordinances of the City of Memphis be and the same are hereby continued in full force and effect, and all laws and ordinances in conflict herewith are hereby repealed.

SECTION 4. Severability. 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 5. Effective Date. This Ordinance shall take effect from and after the date it shall have been passed by the City 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:

MLGW Division

CHAIR:

Jamita Swearngen

JOINT ORDINANCE NO. _____

A JOINT ORDINANCE OF THE CITY OF MEMPHIS AND COUNTY OF SHELBY COUNTY, TENNESSEE ENACTED PURSUANT TO THE COMMUNITY REDEVELOPMENT ACT OF 1998 AND THE UNIFORMITY IN TAX INCREMENT FINANCING ACT OF 2012; PROVIDING FOR THE ESTABLISHMENT OF THE SOUTH MEMPHIS / SOULSVILLE REDEVELOPMENT TRUST FUND

WHEREAS, pursuant to the Community Redevelopment Act of 1998 (the “Act”) Shelby County, Tennessee (the "County") and the City of Memphis, Tennessee (the "City") established a joint Community Redevelopment Agency ("CRA") to ameliorate the slum and blight conditions within the City of Memphis and the unincorporated areas of Shelby County; and

WHEREAS, on December 3, 2021, pursuant to Section 11 of the Act and the provisions of the Uniformity in Tax Increment Financing Act of 2012 (the “TIF Uniformity Act”), the CRA approved a proposal to establish the South Memphis / Soulsville Tax Increment Financing District (the “Soulsville TIF”) pursuant to the South Memphis / Soulsville Redevelopment Area (the “Plan”);

WHEREAS, on April 5, 2022, the City Council (the “Council”) of the City of Memphis, Tennessee considered the adoption of the South Memphis / Soulsville Community Redevelopment Plan pursuant to the requirements of the Act; and

WHEREAS, on a specified date in 2022, the Board of County Commissioners of Shelby County, Tennessee (the "Board") will consider the adoption of the South Memphis / Soulsville Community Redevelopment Plan pursuant to the requirements of the Act; and

WHEREAS, this Ordinance shall not become effective until after the adoption of the Plan by the Board and the Council; and

NOW, THEREFORE, BE IT RESOLVED by The Council Of The City Of Memphis And The Board Of County Commissioners Of Shelby County, Tennessee that the Community Redevelopment Plan for the South Memphis / Soulsville Area be established as follows:

SECTION 1. COMMUNITY REDEVELOPMENT AREA

The South Memphis / Soulsville Community Redevelopment Area shall be as shown in the Legal Description attached as Exhibit A. The CRA shall review the South Memphis / Soulsville TIF every two years to determine the need for or advantage of expanding the South Memphis / Soulsville Community Redevelopment Area.

SECTION 2. FUNDING OF THE REDEVELOPMENT TRUST FUND

Pursuant to the provisions of Section 21 of the Community Redevelopment Act of 1998 the hereby Redevelopment Trust Fund for the South Memphis / Soulsville Community Redevelopment Area shall include the increment in the income, proceeds, revenues, and funds of each taxing authority derived from or held in connection with the undertaking and carrying out of the community redevelopment under the Act.

Pursuant to the requirements of the Act, each taxing authority located within the South Memphis / Soulsville Community Redevelopment Area shall by January 1 of each year commencing January 1, 2023 appropriate to the Redevelopment Trust Fund for the South Memphis / Soulsville Area for so long as any indebtedness pledging increment revenue to the payment thereof is outstanding the earliest of thirty (30) years or January 1, 2053, a sum that is no less than the increment as defined and described in this Section accruing to such taxing authority.

SECTION 3. DISCRETION TO GRANT EXEMPTIONS

Subject to further proceedings of the Council and the Board pursuant to the requirements of Section 21(b)(4) of the Act, the City and the County reserve the discretion to grant an exemption to any special district that levies taxes within the South Memphis / Soulsville Community Redevelopment Area from the funding requirements of Section 5 of this Ordinance; provided such grant of an exemption shall not violate Article 1, Section 20 of the Tennessee Constitution or Article 1, Section 10 of the United States Constitution, relating to impairment of contracts.

SECTION 4. TERM OF THE REDEVELOPMENT TRUST FUND

The Redevelopment Trust Fund for the South Memphis / Soulsville Area shall remain in existence for thirty (30) years after the date of adoption of the original Plan. Notwithstanding anything in this Ordinance to contrary, the obligation to fund the Redevelopment Trust Fund annually shall continue until all loans, advances and indebtedness, if any, and interest thereon, of the CRA incurred as a result of redevelopment in a Community Redevelopment Area have been paid. Upon termination of the Redevelopment Trust Fund, subject to payment of all amounts required to be paid from such Redevelopment Trust Fund, any remaining moneys in the Redevelopment Trust Fund shall be returned to each taxing authority, which paid the increment in the proportion that the amount of the payment of such taxing authority bears to the total amount paid into the Redevelopment Trust Fund by all taxing authorities within the South Memphis / Soulsville Community Redevelopment Area during that year of the last appropriation.

SECTION 5. EXPENDITURE OF MONEYS IN THE REDEVELOPMENT TRUST FUND

A. Moneys in the Redevelopment Trust Fund may be expended from time to time for the following purposes, when directly related to financing or refinancing of redevelopment in a Community Redevelopment Area pursuant to the Plan:

(a) administrative and overhead expenses necessary or incidental to the implementation of Plan pursuant to the Uniformity in Tax Increment Financing Act of 2012 (the "TIF Uniformity Act").

(b) expenses of redevelopment planning, surveys and financial analysis, including the reimbursement of the City or the County or the CRA for such expenses incurred before the Plan was approved and adopted.

(c) the acquisition of real property in the Community Redevelopment Area.

(d) The clearance and preparation of any portion of the Community Redevelopment Area for redevelopment and relocation of site occupants as provided in Section 17 of the Act.

(e) The repayment of principal and interest or any redemption premium for loans, advances, bonds, bond anticipation notes and any other form of indebtedness.

(f) All expenses incidental to or connected with the issuance, sale, redemption, retirement or purchase of CRA bonds, bond anticipation notes or other form of indebtedness, including fund or any reserve, redemption or other fund or account provided for in the ordinance or resolution authorizing such bonds, notes or other form of indebtedness.

(g) The development of affordable housing within the Community Redevelopment Area.

B. On the last day of each fiscal year of the CRA, any money which remains in the South Memphis / Soulsville Redevelopment Trust Fund after the payment of expenses pursuant to subsection "A" of this Section 5 for such year shall be:

(a) returned to each taxing authority, which paid the increment in the proportion that the amount of the payment of such taxing authority bears to the total amount paid into the trust fund by all taxing authorities within the South Memphis / Soulsville Community Redevelopment Area for that year;

(b) Used to reduce the amount of any indebtedness to which increment revenues are pledged;

(c) deposited into an escrow account for the purpose of later reducing any indebtedness to which increment revenues are pledged; or

(d) appropriated to a specific redevelopment project pursuant to the Plan which project will be completed within three (3) years from the date of such appropriation.

C. As allowed in Section 2 of the "Uniformity in Tax Increment Financing Act of 2012" a total of up to five percent (5%) of incremental tax revenues will be set aside for administrative expenses incurred by the CRA (Tennessee Code Annotated 9- 23-104).

D. As allowed in the "Uniformity in Tax Increment Financing Act of 2012" the tax increment base and dedicated taxes shall be calculated on the basis of each parcel within the area subject to the Community Redevelopment Plan for the South Memphis / Soulsville Area (Tennessee Code Annotated 9-23-102).

E. In accordance with the provisions of the Act and the TIF Uniformity Act, the City and the County shall cause the CRA to provide for an independent financial audit of the trust fund each fiscal year and a report of such audit. Such report shall describe the amount and source of deposits into, and the amount and purpose of withdrawals from, the Redevelopment Trust Fund during such fiscal year and the amount of principal and interest paid during such year on any indebtedness to which is pledged increment revenues and the remaining amount of such indebtedness. The CRA shall provide a copy of the report to each taxing authority.

BE IT FURTHER ORDAINED, that to the extent that the CRA shall approve developers to execute the redevelopment, said developers shall provide annual financial statements, including balance sheets and detailed income and expense statements to the CRA Board.

BE IT FURTHER ORDAINED, that this joint ordinance shall take effect from and after the date it shall have been enacted according to due process of law by virtue of the concurring and separate passage thereof by the Council of the City of Memphis and by the Board of Commissioners of Shelby County, Tennessee.

BE IT FURTHER ORDAINED, that the provisions of this Ordinance are severable and that any portion declared or found to be unlawful shall not affect the remaining portions.

Chairwoman of the City Council

Jamita Swarengen

Attest:

Comptroller

REFERENDUM ORDINANCE NO. _____

A REFERENDUM ORDINANCE TO AMEND, PURSUANT TO [ARTICLE XI, § 9](#) OF THE CONSTITUTION OF THE STATE OF TENNESSEE (HOME RULE AMENDMENT), PROVISIONS OF THE CHARTER OF THE CITY OF MEMPHIS, THE SAME BEING CHAPTER 11 OF THE ACTS OF 1879, AS AMENDED, RELATIVE TO THE QUALIFICATIONS AND NUMBER OF TERMS ANY PERSON MAY SERVE IN ANY ELECTED OFFICE OF THE CITY OF MEMPHIS AND TO REPEAL ALL PROVISIONS OF THE CITY'S CHARTER INCONSISTENT WITH THIS AMENDMENT

Whereas, it is deemed advisable and in the best interest of the citizens of the City of Memphis that the City of Memphis Charter be amended by ordinance as provided by [Article XI, Section 9](#) of the Constitution of the State of Tennessee (Home Rule Amendment) for the purpose of providing for the qualifications and number of terms any person may serve as a Member of the Memphis City Council.

[Section 1.](#) Proposed Amendment Authorized.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEMPHIS , TENNESSEE, That pursuant to Article XI, Section 9 of the Constitution of the State of Tennessee, as amended, a proposal for amending the Charter of the City, as set forth in this ordinance, shall be published and submitted by the City of Memphis to its qualified voters at the first state general election, which shall be held in the City of Memphis on August 4, 2022, and which shall be held at least sixty (60) days after such publication.

[Section 2.](#) Publication of Home Rule Amendment as required by Tennessee Constitution.

BE IT FURTHER ORDAINED, That the Comptroller is hereby directed to cause this Ordinance, as finally adopted, to be published pursuant to provisions of Article XI, Section 9 of the Constitution of the State of Tennessee immediately after adoption by the City Council.

[Section 3.](#) Certification and Delivery to Election Commission.

BE IT FURTHER ORDAINED, That upon the adoption of this Ordinance becoming effective as required by law, the Comptroller of the City of Memphis shall immediately certify adoption of this Ordinance and deliver a certified copy thereof to the Shelby County Election Commission in charge of holding the general State election on August 4, 2022, and shall request that the proposed amendment to the Home Rule Charter of the City of Memphis, in the preferred form set forth in this Ordinance, be placed on the ballot.

[Section 4.](#) Proposal and preference.

BE IT FURTHER ORDAINED, That the City Council does hereby adopt the suggested proposal and form of question to be placed on the ballot for a referendum vote on a Home Rule Amendment to the Charter of the City of Memphis in a State General election to be held on the 4th day of August, 2022, which question shall read as follows:

“ Shall the Charter of the City of Memphis be amended to read:

‘No person shall be eligible to serve as a Member of the Memphis City Council. if the person in question has served more than three (3) consecutive full four (4) year terms in that office, but service prior to January 1, 2016 shall not count in determining length of service. All provisions of the Charter that are inconsistent with this charter amendment are repealed.’ ?

I, Shirley Ford, Director of Finance for the City of Memphis do hereby certify that the foregoing amendment shall have no impact on the annual revenues and expenditures of the City.

FOR THE AMENDMENT	(YES) _____
AGAINST THE AMENDMENT	(NO) _____

Section 5. Effective Date of Charter Amendment.

BE IT FURTHER ORDAINED, That this Ordinance shall take effect for the purposes set forth herein sixty (60) days after approval by a majority of the qualified voters voting thereon in an election to be held on the 4th day of August, 2022, the public welfare, requiring it.

Section 6. Certification of Results.

BE IT FURTHER ORDAINED, That the Shelby County Election Commission certify the result of said election on the referendum question to the Comptroller of the City of Memphis, who shall see that said result is made a part of the Minutes of the Council of the City of Memphis.

Section 7. BE IT FURTHER ORDAINED, That the Mayor be and is hereby authorized to appropriate and expend out of general revenues of the City of Memphis, Tennessee, a sum sufficient to pay a pro-rata cost attributable to the inclusion of the proposed amendment on the ballot for the election to be held on the 4th day of August, 2022, if any.

Section 8. Nonconflicting - Conflicting Laws.

BE IT FURTHER ORDAINED, That from and after the effective date of this Home Rule Amendment, all laws constituting the present Charter of the City of Memphis in conflict with the subject matter of this amendatory Home Rule Ordinance shall be immediately annulled, vacated, and repealed and all laws constituting the present Charter of the City of Memphis not in conflict with this amendatory Home Rule Ordinance, be and the same are here continued in full force and effect.

Section 9. Severability.

BE IT FURTHER ORDAINED, that if any clause, section, paragraph, sentence or part of this Ordinance shall be held or declared to be unconstitutional and void, it shall not affect the remaining parts of this Ordinance, it being hereby declared to be the legislative intent to have passed the remainder of this Ordinance notwithstanding the parts so held to be invalid, if any.

[Section 10.](#) Publication as Required by the City Charter.

BE IT FURTHER ORDAINED, that this Ordinance shall also be published by the Comptroller at the same time and manner as required by the City's Charter for all ordinances adopted by the City Council.

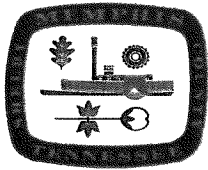
[Section 11.](#) Enactment of Referendum Ordinance.

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

SPONSOR:

Councilman Martavius Jones

**JAMITA SWEARGEN
CHAIRWOMAN**



RESOLUTION approving the Engineering plans for:
One Beale Phase IV - Grand Hyatt Hotel

WHEREAS, **Carlisle Development Company, LLC.**, the Developer of a certain property in the present limits of the City of Memphis, located at 1 Beale Street in Memphis, Tennessee, as shown on the engineering plans entitled **One Beale Phase IV - Grand Hyatt Hotel** and

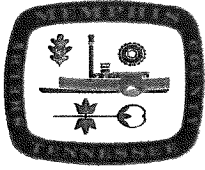
WHEREAS, the developer desires to develop the property reflected on the engineering plans;
and

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

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

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the engineering plans for **One Beale Phase IV - Grand Hyatt Hotel** are hereby approved.

BE IT FURTHER RESOLVED, that the proper official be and are hereby authorized to execute the attached standard improvement contract and accepts the Travelers Casualty and Surety Company Performance Bond No. **107580684** in the amount of **\$247,900.00** in lieu of bond



RESOLUTION accepting public improvements for
Holmes/Tchulahoma South PD Phase 4 [CR-5328]
and approve release of Bond

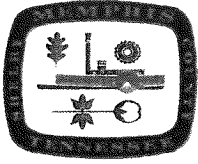
WHEREAS, **Exel Inc., DBA DHL Supply Chain (USA)**, the Developer, has completed public improvements within the present limits of the City of Memphis as shown on the engineering plans entitled **Holmes/Tchulahoma South PD Phase 4 [CR-5328]**, located approximately 2,600 linear feet south of the Tchulahoma Road and Holmes Road intersection on the east side of Tchulahoma in Memphis, Tennessee

and

WHEREAS, all of the public improvements required by the Standard Improvement Contract for the project are completed.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the engineering plans for **Holmes/Tchulahoma South PD Phase 4 [CR-5328]** and the completion of the public improvements therein, are and the same are hereby accepted by the City.

BE IT FURTHER RESOLVED, that the **Bank of America Letter of Credit No. 68171441** in the amount \$1,121,800.00 held as security for the Standard Improvement Contract is **hereby ordered released.**



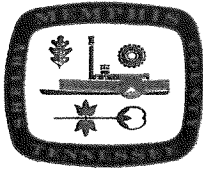
RESOLUTION accepting public improvements for:
**Holmes Airways (ASPR) - Frito Lay - Airways Boulevard
Parcel 094400 00161 [CR-5378] and authorizing release of bond.**

WHEREAS, **Holmes Land Investors, LLC.**, the Developer, has completed public improvements within the present limits of the City of Memphis, as shown on the engineering plans entitled, **Holmes Airways (ASPR) Frito Lay - Airways Boulevard Parcel 094400 00161 [CR-5378]**, located on the east side of Airways Blvd, 1,048 linear feet south of Holmes Road in Memphis, Tennessee and

WHEREAS, all of the public improvements required by the Standard Improvement Contract for the project are completed.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Memphis, that the engineering plans for **Holmes-Airways (ASPR) Frito Lay Airways Boulevard Parcel 094400 00161 [CR-5378]** and the completion of the public improvements therein, be and the same are hereby accepted by the City.

BE IT FURTHER RESOLVED, that the XL Specialty Insurance Company Performance Bond No. US00104965SU21A in the amount \$108,900.00 held as security for the Standard Improvement Contract is hereby ordered released.



RESOLUTION accepting public improvements for
Oaklawn Estates PD Phase 1 [CR-5030] and
approve release of **Bond**

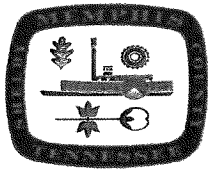
WHEREAS, **Latting Road Partners, LLC**, the Developer, has completed public improvements within the present limits of Shelby County, located on the north side of Latting Woods Drive west of Latting Hills Cove, as reflected on the final plat entitled **Oaklawn Estates PD Phase 1 [CR-5030]** in Shelby County, Tennessee

and

WHEREAS, all of the public improvements required by the Standard Improvement Contract for the project are completed.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the engineering plans for **Oaklawn Estates PD Phase 1 [CR-5030]** and the completion of the public improvements therein, are and the same are hereby accepted by the City.

BE IT FURTHER RESOLVED, that the **Bank of Bartlett Letter of Credit No. 5501157** in the amount **\$254,000.00** held as security for the Standard Improvement Contract is **hereby ordered released**.



RESOLUTION accepting public improvements for:
CRA Drainage Improvements [CR-5327 and CR-5327AM]
and authorizing release of bonds.

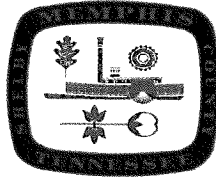
WHEREAS, **Memphis and Shelby County Community Redevelopment Agency** the Developer, has completed public improvements within the present limits of the City of Memphis as shown on engineering plans entitled **CRA Drainage Improvements [CR-5327 and CR-5327AM]** within the present limits of the City of Memphis, and located on Saffarans Avenue, Front Street, Keel Avenue, Second Street and Chelsea Avenue in Memphis, Tennessee

and

WHEREAS, all of the public improvements required by the Standard Improvement Contracts for the project are completed.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the engineering plans for **CRA Drainage Improvements [CR-5327 and CR-5327AM]** and the completion of the public improvements therein, be and the same are hereby accepted by the City.

BE IT FURTHER RESOLVED, that the **Tri-State Bank of Memphis**, Letters of Credit, **No. 200** in the amount \$1,826,400.00 and **No. 300** in the amount of \$62,200.00, held as security for the Standard Improvement Contracts are **hereby ordered released**.



Memphis City Council Summary Sheet

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

This is a Resolution to accept grant funds from Shelby County Government in the amount of \$33,780.84 for the federal FY2019 Project Safe Neighborhoods (PSN) West grant project for overtime for the Multi-Agency Gang Unit (MGU)

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

The City of Memphis Division of Police Services is awarded federal Department of Justice grant funds from through a sub award from Shelby County Government

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

This item does not change an existing ordinance or resolution.

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

This project applies to all council districts.

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

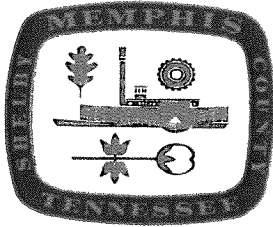
This funding is a new contract/sub award agreement with Shelby County Government.

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

Acceptance will require an amendment to the FY2022 Operating Fund Budget/Grants Fund 0205 to appropriate funds.

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

Not applicable.



A resolution to accept, allocate, and appropriate grant funds from the U.S. Department of Justice for the federal FY19 Project Safe Neighborhoods West (PSN) Grant Program.

WHEREAS, the City of Memphis Division of Police Services has been awarded grant funds in the amount of Thirty-Three Thousand Seven Hundred Eighty dollars and Eighty-four cents (\$33,780.84) from the U.S. Department of Justice for the federal FY19 Project Safe Neighborhoods West (PSN) Grant Program sub awarded through the Tennessee Office of Criminal Justice Programs to the Shelby County Sheriff's Office to the City of Memphis; and

WHEREAS, overtime has been incurred for the Multi-Agency Gang Unit (MGU) efforts in reducing gun crime by increasing arrest of crime drivers; and

WHEREAS, it is necessary to accept the grant funding and amend the FY 2022 Operating Budget for Grants Fund 0205 to establish funds for the federal FY19 Project Safe Neighborhoods West (PSN) Grant Program; and

WHEREAS, it is necessary to appropriate these grant funds in the amount of Thirty-Three Thousand Seven Hundred Eighty dollars and Eighty-four cents (\$33,780.84) for the FY19 Project Safe Neighborhoods West (PSN) Grant Program;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the FY19 Project Safe Neighborhoods West (PSN) Grant Program funds in the amount of Thirty-Three Thousand Seven Hundred Eighty dollars and Eighty-four cents (\$33,780.84) be accepted by the City of Memphis.

BE IT FURTHER RESOLVED that the FY 2022 Operating Budget for Grants Fund 0205 be and is hereby amended by appropriating the Expenditures and Revenues for the federal FY19 Project Safe Neighborhoods West (PSN) Grant Program as follows:

Revenues

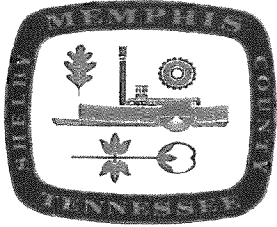
U.S. Department of Justice
Total

\$33,780.84
\$33,780.84

Expenditures

Overtime
Total

\$33,780.84
\$33,780.84

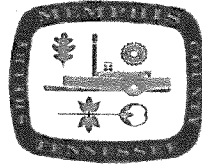


A Resolution to accept \$10,000 for the MPLOY Youth Summer Experience program from Comcast

WHEREAS, Comcast has awarded \$10,000 in grant funds to the City of Memphis' Office of Youth Services; and

WHEREAS, the Office of Youth Services' summer youth employment program, MPLOY Youth Summer Experience, will utilize the grant funds to support the program and participants with digital connectivity, professional development, job skills training; and

NOW, THEREFORE, BE IT RESOLVED that the Memphis City Council hereby approves the receipt and allocation of \$10,000 in grant funds from Comcast



Memphis City Council Summary Sheet

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

Resolution seeks approval to receive \$10,000 from Comcast. Funds will be used for the Office of Youth Services' MPLOY program to support program and participants' digital connectivity and provide professional development.

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

Office of Youth Services - Executive Division

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

N/A

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

It will impact all council districts and super 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

Memphis City Council Summary Sheet for MLGW Items

1. Description of the Item

Resolution approving Change No. 2 to Contract No. 12267, MicroFocus Software with Thomas Consultants, Inc., (Formerly Purchase Order# 7017597), in the funded amount of \$576,494.14. (This change is to ratify and renew annual software maintenance, support services, and licenses for an 18-month term for the period covering January 1, 2022 through June 30, 2023; which reflects a 0.84% decrease in rates from the previous term.)

2. Additional Information

The project scope is to renew software products support by MicroFocus which provides critical tools needed to build, operate, secure, and use MLGW's email, file/folder, and authentication system.

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of April 20, 2022 approved Change No. 2 to Contract No. 12267 (*Formerly Purchase Order# 7017597*), MicroFocus License Renewal with Thomas Consultants, Incorporated to ratify and renew the current contract in the funded amount of \$576,494.14, 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 renew software products support by MicroFocus which provides critical tools needed to build, operate, secure, and use MLGW's email, file/folder, and authentication system. This change is to ratify and renew annual software maintenance, support services, and licenses for an 18-month term for the period covering January 1, 2022 through June 30, 2023 in the funded amount of \$576,494.14, which reflects a 0.84% decrease in rates from the previous term. The rates decreased due to changing the renewal term from a 12-month term to an 18-month term. This ratification and renewal complies with all applicable laws and policies. The new contract value is \$1,485,961.67; 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 Contract No. 12267 (*Formerly Purchase Order# 7017597*), MicroFocus License Renewal with Thomas Consultants, Incorporated to ratify and renew the current contract in the funded amount of \$576,494.14 as approved.

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
April 20, 2022

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. 12267 (*Formerly Purchase Order# 7017597*), MicroFocus License Renewal with Thomas Consultants, Incorporated to ratify and renew the current contract in the funded amount of \$576,494.14.

The project scope is to renew software products support by MicroFocus which provides critical tools needed to build, operate, secure, and use MLGW's email, file/folder, and authentication system. This change is to ratify and renew annual software maintenance, support services, and licenses for an 18-month term for the period covering January 1, 2022 through June 30, 2023 in the funded amount of \$576,494.14, which reflects a 0.84% decrease in rates from the previous term. The rates decreased due to changing the renewal term from a 12-month term to an 18-month term. This ratification and renewal complies with all applicable laws and policies. The new contract value is \$1,485,961.67.

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. 2 to Contract No 12267, MicroFocus Software Renewal with Thomas Consultants, Incorporated to ratify and renew the current contract in the funded amount of \$576,494.14, as outlined in the foregoing 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 adopted by the Board of Light, Gas and Water Commissioners at a regular -special meeting held on 20th day of April, 2022, 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. 12069, ArcFM Viewer Replacement with SSP Innovations, in the funded amount of \$37,500.00. (This change is to revise the five-year maintenance schedule from the period of November 1, 2020 through October 31, 2025 to a seven year maintenance period of November 1, 2020 through October 31, 2027. The cost associated with the seven year maintenance caused the contract value to increase in the amount of \$37,500.00 due to adding two additional years of software maintenance and support.)

2. Additional Information

The project scope is to provide software and services to replace the current ArcFM Viewer Application on MLGW's mobile devices. The software allows MLGW's field personnel to access online GIS data over wireless networks.

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of April 20, 2022 approved Change No. 2 to Contract No. 12069, ArcFM Viewer Replacement with SSP Innovations to change the maintenance schedule and increase the contract value in the funded amount of \$37,500.00; and is now recommending to the Council of the City of Memphis that it approves said change as approved; and

WHEREAS, the project scope is to provide software and services to replace the current ArcFM Viewer Application on MLGW's mobile devices. The software will allow MLGW's field personnel to access online GIS data over wireless networks. This change is to revise the five-year maintenance schedule from the period of November 1, 2020 through October 31, 2025 to a seven (7) year maintenance period of November 1, 2020 through October 31, 2027. The cost associated with the seven (7) year maintenance caused the contract value to increase in the amount of \$37,500.00 due to adding two (2) additional years of software maintenance and support. This change complies with all applicable laws and policies. The contract value will remain \$662,294.50; and

NOW THEREFORE BE IT RESOLVED by the Council of the City of Memphis, that there be and is hereby approved Change No. 2 to Contract No. 12069, ArcFM Viewer Replacement with SSP Innovations to change the maintenance schedule and increase the contract value in the funded amount of \$37,500.00 as approved.

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
April 20, 2022

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. 12069, ArcFM Viewer Replacement with SSP Innovations to change the maintenance schedule and increase the contract value in the funded amount of \$37,500.00.

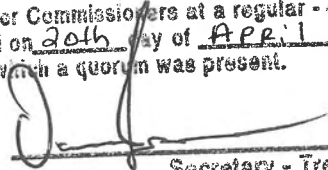
The project scope is to provide software and services to replace the current ArcFM Viewer Application on MLGW's mobile devices. The software will allow MLGW's field personnel to access online GIS data over wireless networks. This change is to revise the five-year maintenance schedule from the period of November 1, 2020 through October 31, 2025 to a seven (7) year maintenance period of November 1, 2020 through October 31, 2027. The cost associated with the seven (7) year maintenance caused the contract value to increase in the amount of \$37,500.00 due to adding two (2) additional years of software maintenance and support. This change complies with all applicable laws and policies. The contract value will remain \$662,294.50.

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. 2 to Contract No. 12069, ArcFM Viewer Replacement with SSP Innovations to change the maintenance schedule and increase the current contract value in the funded amount of \$37,500.00, as outlined in the above preamble, is approved; and further

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

I hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Light, Gas and Water Commissioners at a regular - special meeting held on 20th day of APRIL, 2022 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. 12043, Property & Boiler Insurance with FM Global, based on approved rates, not-to-exceed \$2,297,766.00. (This change is to renew the current contract for the third of four annual renewal terms covering the period June 1, 2022 through May 31, 2023.)

2. Additional Information

The project scope is to provide MLGW with property and casualty insurance for MLGW to mitigate risks pertinent to MLGW's Electric Substations, Water Pumping Stations, Buildings and Structures, Boiler, and Liquefied Natural Gas facilities.

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of April 20, 2022, approved Change No. 3 to Contract No. 12043, Property & Boiler Insurance with FM Global to renew the current contract in the funded amount, based on approved rates, not-to-exceed \$2,297,766.00, and is now recommending to the Council of the City of Memphis that it approves said renewal as approved; and

WHEREAS, the project scope is to provide MLGW with property and casualty insurance for MLGW to mitigate risks pertinent to MLGW's Electric Substations, Water Pumping Stations, Buildings and Structures, property, boiler, and Liquefied Natural Gas facilities. This change is to renew the current contract for the third of four (4) annual renewal terms covering the period June 1, 2022 through May 31, 2023 in the funded amount, based on approved rates, not-to-exceed \$2,297,766.00. The Total Insured Value (TIV) increased by 14%, the insured value was \$954,703,997.00 in 2021 and it has increased to \$1,085,359,688.00 in 2022. Subsequently, there is a 4.71% increase in rates from the previous term for the insurance premium. This renewal complies with all applicable laws and policies. The new contract value is \$7,681,033.00; and

NOW THEREFORE BE IT RESOLVED by the Council of the City of Memphis, that there be and is hereby approved Change No. 3 to Contract No. 12043, Property & Boiler Insurance with FM Global to renew the current contract in the funded amount, based on approved rates, not-to-exceed \$2,297,766.00 as approved.

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
April 20, 2022

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners the approval of Change No. 3 to Contract No. 12043, Property & Boiler Insurance with FM Global to renew the current contract in the funded amount, based on approved rates, not-to-exceed \$2,297,766.00.


The project scope is to provide MLGW with property and casualty insurance for MLGW to mitigate risks pertinent to MLGW's Electric Substations, Water Pumping Stations, Buildings and Structures, boiler, and Liquefied Natural Gas facilities. This change is to renew the current contract for the third of four (4) annual renewal terms covering the period June 1, 2022 through May 31, 2023 in the funded amount, based on approved rates, not-to-exceed \$2,297,766.00. The Total Insured Value (TIV) increased by 14%, the insured value was \$954,703,997.00 in 2021 and it has increased to \$1,085,359,688.00 in 2022. Subsequently, there is a 4.71% increase in rates from the previous term for the insurance premium. This renewal complies with all applicable laws and policies. The new contract value is \$7,681,033.00.

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

THAT, Subject to the consent and approval of the Council of the City of Memphis, the approval of Change No. 3 to Contract No. 12043, Property & Boiler Insurance with FM Global to renew the current contract in the funded amount, based on approved rates, not-to-exceed \$2,297,766.00 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 20th day of April, 2022, 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. 12245, Well Abandonment with Layne Christensen Company in the funded amount of \$165,720.00. (This change is to renew the current contract for the first of four annual renewal terms for the period covering July 6, 2022 through July 5, 2023, which reflects a 10.54% increase from the initial term. The cost increase is due to increases in raw materials, fuel and freight charges from inflation in the past year.)

2. Additional Information

The project scope is the abandonment of four (4) MLGW Water Production Wells in full compliance with the Tennessee Department of Environment and Conservation's Well Construction Standards, Chapter 0400-45-09, and Shelby County's Rules and Regulations of Wells. The Contractor shall furnish all permits, notices, material, equipment, labor, transportation, erosion control and all other appurtenances necessary for the completion of this work.

RESOLUTION

WHEREAS, the board of Light, Gas and Water Commissioners in their meeting of April 20, 2022 approved Change No. 1 to Contract No. 12245, Well Abandonment with Layne Christensen Company to renew the current contract in the funded amount of \$165,720.00, 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 the abandonment of four (4) MLGW Water Production Wells in full compliance with the Tennessee Department of Environment and Conservation's Well Construction Standards, Chapter 0400-45-09, and Shelby County's Rules and Regulations of Wells. The Contractor shall furnish all permits, notices, material, equipment, labor, transportation, erosion control and all other appurtenances necessary for the completion of this work. This change is to renew the current contract for the first of four (4) annual renewal terms for the period covering July 6, 2022 through July 5, 2023 in the funded amount of \$165,720.00, which reflects a 10.54% increase from the initial term. The cost increase is due to increases in raw materials, fuel, and freight charges from inflation in the past year. This renewal complies with all applicable laws and policies. The new contract value is \$315,640.00; 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. 12245, Well Abandonment with Layne Christensen Company to renew the current contract in the funded amount of \$165,720.00 as approved.

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
April 20, 2022

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. 12245, Well Abandonment with Layne Christensen Company to renew the current contract in the funded amount of \$165,720.00.

The project scope is the abandonment of four (4) MLGW Water Production Wells in full compliance with the Tennessee Department of Environment and Conservation's Well Construction Standards, Chapter 0400-45-09, and Shelby County's Rules and Regulations of Wells. The Contractor shall furnish all permits, notices, material, equipment, labor, transportation, erosion control and all other appurtenances necessary for the completion of this work. This change is to renew the current contract for the first of four (4) annual renewal terms for the period covering July 6, 2022 through July 5, 2023 in the funded amount of \$165,720.00, which reflects a 10.54% increase from the initial term. The cost increase is due to increases in raw materials, fuel, and freight charges from inflation in the past year. This renewal complies with all applicable laws and policies. The new contract value is \$315,640.00.

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. 12245, Well Abandonment with Layne Christensen Company to renew the current contract in the funded amount of \$165,720.00, 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 20th day of April, 2022, 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. 12187, Pole Inspection with Osmose Utilities Services, Inc. in the funded amount of \$1,900,000.00. (This change is to ratify and renew the current contract for the first of four annual renewal terms for the period covering February 15, 2022 through February 14, 2023. This change includes the following increases: the addition of hourly stand-by crew rates in the estimated amount of \$10,000.00; partial excavation pole cost increased from \$15.69 per pole to \$17.29 per pole; and full excavation pole cost increased from \$37.93 to \$41.80 per pole. The cost increase is due to material increases, fuel, and labor charges as a result of inflation.)

2. Additional Information

The project scope is to perform inspection and treatment of wood poles, including but not limited to primary poles, lift poles, and street light poles located on the Memphis Light, Gas and Water Electric Distribution System.

RESOLUTION

WHEREAS, the board of Light, Gas and Water Commissioners in their meeting of April 20, 2022 approved Change No. 1 to Contract No. 12187, Pole Inspection with Osmose Utilities Services, Inc. to ratify and renew the current contract in the funded amount of \$1,900,000.00, 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 perform inspection and treatment of wood poles, including but not limited to primary poles, lift poles, and street light poles located on the Memphis Light, Gas and Water Electric Distribution System. This change is to ratify and renew the current contract for the first of four (4) annual renewal terms for the period covering February 15, 2022 through February 14, 2023 in the funded amount of \$1,900,000.00, which reflects an increase in rates. This change includes the following increases: the addition of hourly stand-by crew rates in the estimated amount of \$10,000.00; partial excavation pole cost increased from \$15.69 per pole to \$17.29 per pole; and full excavation pole cost increased from \$37.93 to \$41.80 per pole. The increase for these items is 10.2%. The cost increase is due to material increases, fuel, and labor charges as a result of inflation. This ratification and renewal complies with all applicable laws and policies. The new contract value is \$3,100,000.00; 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. 12187, Pole Inspection with Osmose Utilities Services, Inc. to ratify and renew the current contract in the funded amount of \$1,900,000.00 as approved.

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
April 20, 2022

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. 12187, Pole Inspection with Osmose Utilities Services, Inc. to ratify and renew the current contract in the funded amount of \$1,900,000.00.

The project scope is to perform inspection and treatment of wood poles, including but not limited to primary poles, lift poles, and street light poles located on the Memphis Light, Gas and Water Electric Distribution System. This change is to ratify and renew the current contract for the first of four (4) annual renewal terms for the period covering February 15, 2022 through February 14, 2023 in the funded amount of \$1,900,000.00, which reflects an increase in rates. This change includes the following increases: the addition of hourly stand-by crew rates in the estimated amount of \$10,000.00; partial excavation pole cost increased from \$15.69 per pole to \$17.29 per pole; and full excavation pole cost increased from \$37.93 to \$41.80 per pole. The increase for these items is 10.2%. The cost increase is due to material increases, fuel, and labor charges as a result of inflation. This ratification and renewal complies with all applicable laws and policies. The new contract value is \$3,100,000.00.

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. 12187, Pole Inspection with Osmose Utilities Services, Inc. to ratify and renew the current contract in the funded amount of \$1,900,000.00, 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 adopted by the Board of Light, Gas and Water Commissioners at a regular - special meeting held on 20th day of April 2022 at which a quorum was present.


Secretary - Treasurer

Memphis City Council Summary Sheet for MLGW Items

1. Description of the item

Resolution awarding a purchase order to Rush Truck Centers of Tennessee for cab and chassis two-ton; in the amount of \$446,088.00.

2. Additional Information

The cab and chassis two-ton will be used by Division crews to maintain the electric, gas and water systems and for various customer service functions throughout Shelby County. These vehicles will replace existing equipment that will be retired from service based on age, actual operational usage, projected usage, repair cost and frequency, parts availability, and effectiveness to meet the Division's needs.

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of April 20, 2022 approved the purchase of cab and chassis two-ton and is now recommending to the Council of the City of Memphis that it approves said purchase as approved in the 2022 fiscal year budget; and

WHEREAS, the cab and chassis two-ton will be used by Division crews to maintain the electric, gas and water systems and for various customer service functions throughout Shelby County. These vehicles will replace existing equipment that will be retired from service based on age, actual operational usage, projected usage, repair cost and frequency, parts availability, and effectiveness to meet the Division's needs; and

WHEREAS, bids were opened on March 9, 2022. Notice to Bidders was advertised. Five (5) bids were solicited and two (2) bids were received with the lowest and best complying bidder being the firm of Rush Truck Centers of Tennessee. This award complies with all applicable laws and policies; and

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Memphis that there be and is hereby approved the purchase of cab and chassis from Rush Truck Centers of Tennessee in the sum of \$446,088.00. Due to the delivery time of this equipment, funds for these items will be requested for carry over to the 2023 budget year as approved.

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
April 20, 2022

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners that it awards a purchase order to Rush Truck Centers of Tennessee in the amount of \$446,088.00 for cab and chassis two-ton.

The cab and chassis two-ton will be used by Division crews to maintain the electric, gas and water systems and for various customer service functions throughout Shelby County. These vehicles will replace existing equipment that will be retired from service based on age, actual operational usage, projected usage, repair cost and frequency, parts availability, and effectiveness to meet the Division's needs.

Bids were opened on March 9, 2022. Notice to Bidders was advertised. Five (5) bids were solicited and two (2) bids were received with the lowest and best complying bidder being the firm of Rush Truck Centers of Tennessee. This award complies with all applicable laws and policies.

The 2022 budgeted amount for the purchase of Transportation and Fleet Services is \$8,938,000.00; the amount spent to date is \$201,522.64; leaving a balance available of \$8,736,477.36 to be spent in 2022; of which \$446,088.00 will be requested for carry over to the 2023 budget due to the delivery time of this equipment; leaving a balance of \$8,290,389.36 after award; and

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

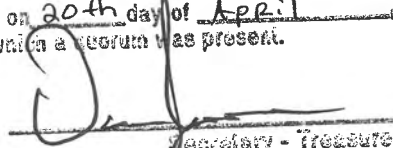
THAT, subject to the consent and approval of the Council of the City of Memphis, award of purchase order to Rush Truck Centers of Tennessee is approved for furnishing:

1 - Latest model cab and chassis having at least a 35,000 Gross Vehicle Weight Rating (GVWR) and 102" cab to axle, all in accordance with Division Specification No. TCC-22-1312;

5 - Latest model crew cab and chassis having at least a 35,000 Gross Vehicle Weight Rating (GVWR) and 102" cab to axle, all in accordance with Division Specification No. TCC-21-1320;

Total amount of award is \$446,088.00; f.o.b. Memphis, Tennessee, transportation prepaid; our dock; said prices being firm; delivery 260 days after receipt of order; terms net 30 days.

I hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Light, Gas and Water Commissioners at a regular - special meeting held on 20th day of April, 2022, at which a quorum was present.


Secretary - Treasurer

Memphis City Council Summary Sheet for MLGW Items

1. Description of the item

Resolution awarding a purchase order to Engineered Sealing Components for steel poles; n the amount of \$272,987.52.

2. Additional Information

The steel poles will be purchased to replenish storeroom inventory and will be installed in MLGW's infrastructure within Shelby County, Tennessee for upcoming projects and maintenance.

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of April 20, 2022 approved a purchase order for steel poles and is now recommending to the Council of the City of Memphis that it approves said purchase as approved in the 2022 fiscal year budget; and

WHEREAS, the steel poles will be purchased to replenish store room inventory and will be installed in MLGW's infrastructure within Shelby County, Tennessee for upcoming projects and maintenance; and

WHEREAS, bids were opened on January 19, 2022. Notice to Bidders was advertised. Sixteen (16) bids were solicited and four (4) bids were received with the most responsive and best complying bidder being the firm of Engineered Sealing Components. This award complies with all applicable laws and policies; and

Now **THEREFORE BE IT RESOLVED** by the Council of the City of Memphis that there be and is hereby approved a purchase order for steel poles from Engineered Sealing Components for the sum of \$272,987.52 chargeable to the MLGW 2022 fiscal year budget.

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
April 20, 2022

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners that it awards a purchase order to Engineered Sealing Components in the amount of \$272,987.52 for steel poles.

The steel poles will be purchased to replenish store room inventory and will be installed in MLGW's infrastructure within Shelby County, Tennessee for upcoming projects and maintenance.

Bids were opened on January 19, 2022. Notice to Bidders was advertised. Sixteen (16) bids were solicited and four (4) bids were received with the most responsive and best complying bidder being the firm of Engineered Sealing Components. This award complies with all applicable laws and policies.

The budgeted amount for Electric - Joint Trench Residential Subdivision is \$1,946,000.00; of which \$272,987.52 will be spent on this purchase order in 2022; leaving a balance of \$1,673,012.48 after award; and

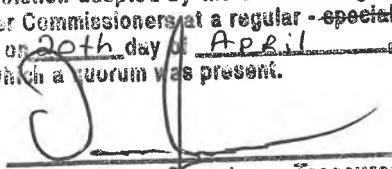
NOW THEREFORE BE IT RESOLVED BY the Board of Light, Gas and Water Commissioners:

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

24 (twenty-four) weathering steel poles, self-supporting 65 foot (54' working height); double circuit, angle limited to double cross-arm pin support, in full accordance with Division Materials Drawing No. 31-6651 dated February 15, 2013. The pole shall be painted green as defined in MLGW's Specification No. 31-0001 dated November 04, 2004. Each pole shall be marked with the MLGW class item number 31-6651.

Total award amount is \$272,987.52; f.o.b. Memphis, Tennessee, transportation prepaid; our dock; said prices being firm; delivery 10-12 weeks after receipt of order; terms net 30 days.

I hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Light, Gas and Water Commissioners at a regular -special meeting held on 20th day of April, 2022, 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. 7 to Contract No. 11562 Professional Engineering Services for Central Support Services with Smith Seckman Reid, Incorporated (SSR), in the funded amount of \$150,000.00. (This change is to increase the current contract in the funded amount of \$150,000.00, with no increase in rates, to complete the existing design and construction work for selected MLGW projects. The contract term will remain through June 30, 2022, based on agreed upon rates.)

2. Additional Information

The project scope is to provide general engineering services for development of plans and specifications for facilities' building projects which include existing building additions, building upgrades, and new building construction on an as-needed basis.

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of April 20, 2022 approved Change No. 7 to Contract No. 11562, Professional Engineering Services for Central Support Services with Smith Seckman Reid, Incorporated (SSR) to change the current contract value in the funded amount of \$150,000.00; and is now recommending to the Council of the City of Memphis that it approves said change as approved; and

WHEREAS, the project scope is to provide general engineering services for development of plans and specifications for facilities' building projects which include existing building additions, building upgrades, and new building construction on an as-needed basis. This change is to increase the current contract in the funded amount of \$150,000.00, with no increase in rates, to complete the existing design and construction work for the following projects: 1) Various roof designs; 2) Completion of the Master Plan for the new property at the MLGW North Center; 3) Construction Administration work at the Water Lab Emergency Generator project; 4) The MLGW Administration Garage repair project; and 5) The Special Material Storage Building design. The contract term will remain through June 30, 2022 based on agreed upon rates. This change complies with all applicable laws and policies. The new contract value is \$900,000.00; and

NOW THEREFORE BE IT RESOLVED by the Council of the City of Memphis, that there be and is hereby approved Change No. 7 to Contract No. 11562, Professional Engineering Services for Central Support Services with Smith Seckman Reid, Incorporated (SSR) to change the current contract value in the funded amount of \$900,000.00 as approved.

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
April 20, 2022

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners the approval of Change No. 7 to Contract No. 11562, Professional Engineering Services for Central Support Services with Smith Seckman Reid, Incorporated (SSR) to change the current contract value in the funded amount of \$150,000.00.

The project scope is to provide general engineering services for development of plans and specifications for facilities' building projects which include existing building additions, building upgrades, and new building construction on an as-needed basis. This change is to increase the current contract in the funded amount of \$150,000.00, with no increase in rates, to complete the existing design and construction work for the following projects: 1) Various roof designs; 2) Completion of the Master Plan for the new property at the MLGW North Center; 3) Construction Administration work at the Water Lab Emergency Generator project; 4) The MLGW Administration Garage repair project; and 5) The Special Material Storage Building design. The contract term will remain through June 30, 2022 based on agreed upon rates. This change complies with all applicable laws and policies. The new contract value is \$900,000.00.

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

THAT, the approval of Change No. 7 to Contract No. 11562, Professional Engineering Services for Central Support Services with Smith Seckman Reid, Incorporated (SSR) to change the current contract value in the funded amount of \$150,000.00, as outlined in the above preamble, is approved; and further

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

I hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Light, Gas and Water Commissioners at a regular - special meeting held on 20th day of April 2022 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. 12350, Portable Fire Extinguisher Inspection/Testing to Grose Fire Protection, Inc., in the funded amount of \$298,646.92.

2. Additional Information

The project scope is to furnish supervision, labor, transportation, equipment, material and supplies to cover all costs associated with the monthly, annual, five (5) year, six (6) year, and 12 year inspections, recharge cost, new unit cost, hydrostatic and hose conductivity tests, testing, and maintenance of 1052 portable fire extinguishers in compliance with NFPA 10 Standards and Code Compliance at all MLGW facilities located in Memphis and Shelby County, Tennessee.

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of April 20, 2022, awarded Contract No. 12350, Portable Fire Extinguisher Inspection/Testing to Grose Fire Protection, Inc. in the funded amount of \$298,646.92, and is now recommending to the Council of the City of Memphis that it approves said award as approved; and

WHEREAS, the project scope is to furnish supervision, labor, transportation, equipment, material and supplies to cover all costs associated with the monthly, annual, five (5) year, six (6) year, and 12 year inspections, recharge cost, new unit cost, hydrostatic and hose conductivity tests, testing, and maintenance of 1052 portable fire extinguishers in compliance with NFPA 10 Standards and Code Compliance at all MLGW facilities located in Memphis and Shelby County, Tennessee; and

WHEREAS, the Notice to Bidders was advertised using MLGW's Online Bid Notification System and the Memphis Daily News on December 17, 2021. MLGW solicited nine (9) bids; and received three (3) bids on February 15, 2022. The lowest and best bid received was from Grose Fire Protection, Inc. in the amount of \$298,646.92. The term of this contract is one (1) year from the date of the Notice to Proceed with an option of two (2) annual renewals. 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. 12350, Portable Fire Extinguisher Inspection/Testing to Grose Fire Protection, Inc. in the funded amount of \$298,646.92.

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
April 20, 2022

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners that it awards Contract No. 12350, Portable Fire Extinguisher Inspection/Testing to Grose Fire Protection, Inc. in the funded amount of \$298,646.92.

The project scope is to furnish supervision, labor, transportation, equipment, material and supplies to cover all costs associated with the monthly, annual, five (5) year, six (6) year, and 12 year inspections, recharge cost, new unit cost, hydrostatic and hose conductivity tests, testing, and maintenance of 1052 portable fire extinguishers in compliance with NFPA 10 Standards and Code Compliance at all MLGW facilities located in Memphis and Shelby County, Tennessee.


The Notice to Bidders was advertised using MLGW's Online Bid Notification System and the Memphis Daily News on December 17, 2021. MLGW solicited nine (9) bids; and received three (3) bids on February 15, 2022. The lowest and best bid received was from Grose Fire Protection, Inc. in the amount of \$298,646.92. The term of this contract is one (1) year from the date of the Notice to Proceed with an option of two (2) annual renewals. This award complies with all applicable laws and policies.

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

THAT, Subject to the consent and approval of the Council of the City of Memphis, the award of Contract No. 12350, Portable Fire Extinguisher Inspection/Testing to Grose Fire Protection, Inc. in the funded amount of \$298,646.92, as outlined in the foregoing preamble, is approved and further,

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

I hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Light, Gas and Water Commissioners at a regular - special meeting held on 20th day of APRIL 2022, at which a quorum was present.


Secretary - Treasurer

Memphis City Council Summary Sheet for MLGW Items

1. Description of the item

Resolution awarding a purchase order to Automotive Tool Group for polyvinyl chloride (PVC) conduit; in the amount of \$338,000.00.

2. Additional Information

The PVC conduit is needed for upcoming jobs and projects, routine maintenance, and to replenish storeroom inventory. The PVC conduit will be installed in MLGW's infrastructure within Shelby County, Tennessee.

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of April 20, 2022 approved a purchase order for polyvinyl chloride (PVC) conduit and is now recommending to the Council of the City of Memphis that it approves said purchase as approved in the 2022 fiscal year budget; and

WHEREAS, the PVC conduit is needed for upcoming jobs and projects, routine maintenance, and to replenish storeroom inventory. The PVC conduit will be installed in MLGW's infrastructure within Shelby County, Tennessee; and

WHEREAS, bids were opened on February 16, 2022. Notice to Bidders was advertised. Twenty (20) bids were solicited and seven (7) bids were received with the lowest and best complying bidder in accordance with MLGW's Local Bidding Preference policy being the firm of Automotive Tool Group. This award complies with all applicable laws and policies; and

Now **THEREFORE BE IT RESOLVED** by the Council of the City of Memphis that there be and is hereby approved a purchase order for polyvinyl chloride (PVC) conduit from Automotive Tool Group for the sum of \$338,000.00 chargeable to the MLGW 2022 fiscal year budget.

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
April 20, 2022

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners that it awards a purchase order to Automotive Tool Group in the amount of \$338,000.00 for polyvinyl chloride (PVC) conduit.

The PVC conduit is needed for upcoming jobs and projects, routine maintenance, and to replenish storeroom inventory. The PVC conduit will be installed in MLGW's infrastructure within Shelby County, Tennessee.

Bids were opened on February 16, 2022. Notice to Bidders was advertised. Twenty (20) bids were solicited and seven (7) bids were received with the lowest and best complying bidder in accordance with MLGW's Local Bidding Preference policy being the firm of Automotive Tool Group. This award complies with all applicable laws and policies.

The 2022 budgeted amount for Joint Trench Residential Subdivision is \$3,780,000.00; of which 338,000.00 will be spent on this purchase order in 2022; leaving a balance of \$3,442,000.00 after award; and

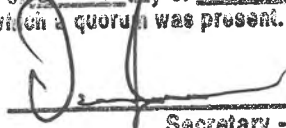
NOW THEREFORE BE IT RESOLVED BY the Board of Light, Gas and Water Commissioners:

THAT, subject to the consent and approval of the Council of the City of Memphis, award of a purchase order to Automotive Tool Group for furnishing:

100,000 feet - Conduit, PVC, 2", to be supplied in 20-ft. lengths, schedule 40 of iron pipe dimensions, gray in color, sunlight resistant for external use, to be manufactured in accordance with the latest NEMA standard TC 2, covering ep-40-PVC-electrical plastic conduit and fittings for type II and III applications, with the exception that table 3-3 "socket depth" dimension shall be 1.750" minimum and 2.500" maximum;

Total award amount is \$338,000.00; f.o.b. Memphis, Tennessee, our dock, transportation prepaid; said price being firm; delivery 14 weeks, terms net 15 days.

I hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Light, Gas and Water Commissioners at a regular - special meeting held on 20th day of April, 2022, at which a quorum was present.


Secretary - Treasurer

Memphis City Council Summary Sheet for MLGW Items

1. Description of the item

Resolution awarding a thirty-six (36) month purchase order to WESCO Distribution for underground (URD) fittings; in the amount of \$2,957,666.00.

2. Additional Information

The underground fittings are used in conjunction with underground cable to supply electrical power to MLGW's residential, commercial, and industrial customers. The URD fittings will be ordered to maintain an adequate inventory for project demand and maintenance.

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of April 20, 2022 approved the purchase of underground (URD) fittings for a thirty-six (36) month period and is recommending to the Council of the City of Memphis that it approves said purchase as approved in the 2022 fiscal year budget and subsequent budget years as approved; and

WHEREAS, the underground (URD) fittings are used in conjunction with underground cable to supply electrical power to MLGW's residential, commercial and industrial customers. The URD fittings will be ordered to maintain an adequate inventory for project demand and maintenance; and

WHEREAS, bids were opened on February 16, 2022. Notice to Bidders was advertised. Eighteen (18) bids were solicited and three (3) bids were received with the lowest and best complying bidder being the firm of WESCO Distribution. This award complies with all applicable laws and policies; and

NOW THEREFORE BE IT RESOLVED by the Council of the City of Memphis that there be and is hereby approved the purchase of underground (URD) fittings from WESCO Distribution for the sum of \$947,484.03 chargeable to the MLGW 2022 fiscal year budget and remaining balance of \$2,010,181.97 chargeable to subsequent budget years as approved.

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
April 20, 2022

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners that it awards a thirty-six (36) month purchase order to WESCO Distribution in the amount of \$2,957,666.00 for underground (URD) fittings.

The underground fittings are used in conjunction with underground cable to supply electrical power to MLGW's residential, commercial, and industrial customers. The URD fittings will be ordered to maintain an adequate inventory for project demand and maintenance.

Bids were opened on February 16, 2022. Notice to Bidders was advertised. Eighteen (18) bids were solicited and three (3) bids were received with the lowest and best complying bidder being the firm of WESCO Distribution. This award complies with all applicable laws and policies.

The 2022 budget amount for Electric New Circuits is \$7,600,000.00; the amount spent to date is \$16,345.61; leaving a balance of \$7,583,654.39 available to be spent in 2022; of which \$947,484.03 will be spent in 2022 on this purchase order; leaving a balance of \$6,636,170.36 after award; the remaining balance of \$2,010,181.97 to be spent from subsequent budget years as approved; and

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

THAT, subject to the consent and approval of the Council of the City of Memphis, award of purchase order to WESCO Distribution is approved for furnishing:

Thirty-six (36) month purchase order for providing twenty-eight (28) items of

underground fittings to be furnished as needed by MLGW. A copy of all unit prices to be placed on file in MLGW's Accounting Department.

The total award for thirty-six (36) months is an estimated amount of \$2,957,666.00; f.o.b. Memphis, Tennessee, our dock, transportation prepaid; said prices being firm for the first 12-month period with a 4% increase for years two and three; terms net 30 days; delivery 4-26 weeks after receipt of order.

I hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Light, Gas and Water Commissioners at a regular - special meeting held on 20th day of APRIL, 2022, at which a quorum was present.


Secretary - Treasurer

Memphis City Council Summary Sheet for MLGW Items

1. **Description of the item**

Resolution to approve the law firm of Shuttleworth PLLC be employed on an as needed basis at the hourly rates not exceeding \$225.00 for Attorneys and \$100.00 for Nurse Paralegal.

RESOLUTION

WHEREAS, on April 20, 2022, the Vice President and General Counsel recommended to the Board of Light, Gas and Water Commissioners, that the law firm of Shuttleworth PLLC be employed on an as needed basis at the following hourly rates:

Attorneys	-	\$225.00
Nurse Paralegal	-	\$100.00

NOW THEREFORE BE IT RESOLVED by the Council of the City of Memphis that MLGW is authorized to employ the law firm of Shuttleworth PLLC on an as needed basis at the agreed upon hourly rates set forth in the foregoing preamble.

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
April 20, 2022

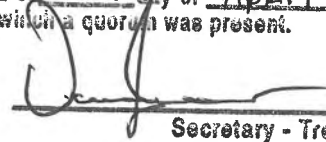
The Vice President and General Counsel recommended to the Board of Light, Gas and Water Commissioners, that the law firm of Shuttleworth PLLC be employed on an as needed basis at the following hourly rates:

Attorneys	-	\$225.00
Nurse Paralegal	-	\$100.00

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 firm of Shuttleworth PLLC be employed on an "as needed" basis at the hourly rates set forth 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 - special meeting held on 20th day of April, 2022, at which a quorum was present.


Secretary - Treasurer



Memphis City Council Summary Sheet

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

A Resolution approving the sale of a City owned property known as 0 North Hollywood Street Memphis, TN 38108, Parcel 042050 00031.

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

General Services

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

N/A

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

District 7/ Super District 8

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



City Council Resolution

A Resolution requesting the approval for the sale of a City owned parcel located at 0 North Hollywood, Memphis, Shelby County, Tennessee and further described as Parcel ID # 042050 00031

Whereas an adjoining property owner, John Perkins, has submitted an offer of Two Thousand Two Hundred Twenty-Five Dollars (\$2,225.00) for the Parcel along with a Two Hundred Twenty-Five Dollar (\$225.00) Earnest Money deposit to the City of Memphis Real Estate Center; and

Whereas the sale of City owned parcels will increase the General Fund, generate tax revenue, and eliminate blight and maintenance cost for the City of Memphis; and

Whereas it is deemed to be in the best interest of the Citizens of the City of Memphis and County of Shelby that this request be considered subject to terms and conditions set forth in the Offer to Purchase and City Ordinance 2-291-1(A);

Now, therefore be it resolved by the Council of the City of Memphis that the offer submitted by John Perkins, an adjoining property owner, on the above described Parcel is hereby accepted subject to City Ordinance 2-291-1-1(A), which states in part, "The city real estate manager shall place a value on all properties being considered for sale in a manner herein determined and on all properties having an estimated and probable value of \$10,000.00 or less shall place a value without obtaining an independent appraisal."

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



Shelandra Y. Ford
Shelby County Register of Deeds

MEMPHIS CITY OF HOUSING AND
COMM DEV

Owner:

Parcel Address: 0 N HOLLYWOOD ST

Parcel ID: 042050 00031

2022 Appraisal: \$3,500

Tax District: MEMPHIS

Year Built:

Lot Number: 3 & 4

Subdivision: VANDALE BLK 2

Plat BK & PG: 7-55

Dimensions: 40 X 116.29/116.18

Total Acres: 0.106

Owner Address: 125 N MAIN ST

MEMPHIS TN

38103 2026

Map prepared on 2/8/2022





Memphis City Council Summary Sheet

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

This is a Resolution requesting the approval for the sale of a City owned parcel located at 1617 Sydney Street (38108) in Memphis, Shelby County, Tennessee and further described as Parcel ID# 043023 00324.

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

General Services

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

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

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

Council District 7 and Super District 8

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

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

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

This does not require expenditure of funds nor a budget amendment.

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

N/A



City Council Resolution

A Resolution requesting the approval for the sale of a City owned parcel located at 1617 Sydney Street (38108), Shelby County, Tennessee and further described as Parcel ID# 043023 00324.

Whereas the City of Memphis has ownership of certain real property located at: 1617 Sydney Street in Memphis, Shelby County Tennessee, identified by the Shelby County Register of Deeds Office as Parcel ID #043023 00324; and

WHEREAS, Whitney C. Wiggins and Julius W. Thomas desire to purchase Parcel ID #043023 00324 and have submitted an offer of \$3,500.00 based upon comparable sales and approval by the City's Real Estate Manager; and

Whereas the sale of City owned parcels will increase the General Fund, generate tax revenue, and eliminate blight and maintenance cost for the City of Memphis; and

Whereas it is deemed to be in the best interest of the Citizens of the City of Memphis and County of Shelby that this request be considered subject to terms and conditions set forth in the Offer to Purchase and City Ordinance 2-291-1(A);

Now, therefore be it resolved by the Council of the City of Memphis that the offer submitted by Whitney C. Wiggins and Julius W. Thomas on the above described Parcel is hereby accepted subject to City Ordinance 2-291-1(A), which states in part, "The city real estate manager shall place a value on all properties being considered for sale in a manner herein determined and on all properties having an estimated and probable value of \$10,000.00 or less shall place a value without obtaining an independent appraisal."

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

P124



City Council Item Routing Sheet

Division GS Committee PW,Trans, GS Hearing Date 4-19-2022
District ALL Super District ALL

- Ordinance
- Resolution
- Grant Acceptance
- Budget Amendment
- Commendation
- Other:

Item Description : A Resolution transferring \$500,000 of Contract Construction allocations and appropriations from CIP GS21102 – Electrical Major Mod to project CIP GS21104 – Major Mod – HVAC Contract Construction.	
Recommended Council Action: Council Approval	
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:	
Does this item require city expenditure? No \$ Amount <u>\$500,000</u> \$ Revenue to be received _____	Source and Amount of Funds \$ Operating Budget \$ CIP Project # \$ Federal/State/Other

Approvals

Director _____ 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.)

A Resolution transferring \$500,000 of Contract Construction allocations and appropriations from CIP GS21102 – Electrical Major Mod to CIP GS21104 – HVAC Major Mod Contract Construction.

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

General Services

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

Does not change an existing ordinance

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

All

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

Amends existing construction contract

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

A budget amendment is needed to transfer allocated and appropriated funds to CIP GS21104 – Major Mod HVAC construction project.

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

N/A

City Council Resolution – Transferring Allocated and Appropriated funds to Construction – CIP GS21104 – Major Mod – HVAC



A Resolution transferring allocations and appropriations from nearly completed General Services project to CIP GS21104 – Major Mod - HVAC

WHEREAS, for the betterment of the community, it is the Administration’s objective to complete new projects that are ready for construction and/or for continued improvement in a timely manner; and

WHEREAS, General Services has new and existing projects that have completed their design phase and are ready for construction and/or continued improvement; and

WHEREAS, CIP Project GS21104 – Major Mod HVAC is one such project, ready to be completed but in need of additional funding due to unforeseen costs of approximately \$500,000; and

WHEREAS, General Services has identified CIP Project GS21102 – Major Mod Electrical with available funds to cover this shortfall; and

WHEREAS, it is necessary to transfer allocations and appropriations totaling \$500,000 from the identified project to CIP Project GS21104 – Major Mod HVAC.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that there be and is hereby transferred Construction allocations and appropriations totaling \$500,000 from the following project:

GS21102 – FY’21 Major Mod (Electrical)	\$500,000
Total	\$500,000

to Contract Construction funded by G O Bonds – General in CIP Project #GS21104 – Major Mod – HVAC and credited as follows:

Project Title:	CIP Major Mod – HVAC
Project Number:	GS21104
Amount:	\$500,000

**CITY OF MEMPHIS
CAPITAL IMPROVEMENT BUDGET
REQUEST FOR APPROPRIATION**

DIVISION: General Services
PROJECT: From- FY21 GS21102 - Major Mod - Electrical
To- FY21 GS21104 - Major Mod - HVAC
INITIATED BY: _____

DATE: _____
TITLE: _____

Finance Office Only

Fund	Fiscal Month	Trans. No.
0400		P1246

REVENUE

	Award (Approp. Only)	Resource	CIP Project	AMOUNT	
				Revenue	
	11009	GO Bonds	GS21104 ✓	\$ 500,000.00	

EXPENSE

	Award (Approp. Only)	Resource	CIP Project	AMOUNT	
				Expense	
	11009	Contract Construction	GS21104 ✓		\$ 500,000.00 ✓
	11009	0	0		0.00
				\$ 500,000.00	\$ 500,000.00

COMMENTS: _____

APPROVED: _____

FUNDS AVAILABLE FOR TRANSFER: *RW*

Division Director DATE

Budget Manager/Comptroller/Deputy Comptroller Date

APPROVED: _____
 Chief Financial Officer Date

Report Date: Thursday, April 7 2022
 Capital Project Report
 CMEM Capital Project Report (MGR)
 For the Period Ending: March 31, 2022
 Project Status:

General Services		FY21 Major Mod- Electric		Project Status: APPROVED			
Description	Current Allocations	Total Appropriations	Current Mth Cost	Project Cost	Encumbered Commitments	Unencumbered Appropriations	Unappropriated Allocations
Awards 11009	0	942,022	26,685	145,770	143,272	652,980	0
Total Awards	0	942,022	26,685	145,770	143,272	652,980	0
Funding Sources							
General Obligation Bonds	942,022	942,022	26,685	145,770	143,272	652,980	0
Total Funding Sources	942,022	942,022	26,685	145,770	143,272	652,980	0
Planning							
Architecture and Engineering	93,138	93,138	2,213	52,363	6,638	34,138	0
Total Planning	93,138	93,138	2,213	52,363	6,638	34,138	0
Construction							
Contract Construction	848,884	848,884	24,472	93,407	136,920	618,557	0
Total Construction	848,884	848,884	24,472	93,407	136,920	618,557	0
Total Project Costs:	942,022	942,022	26,685	145,770	143,557	652,695	0
Net Funding & Costs:	0	0	0	0	<285>	285	0

Report Date: Thursday, April 7 2022

Capital Project Report
 MEM Capital Project Report (MGR)
 For the Period Ending: March 31, 2022

Project Status:

General Services

GS21104 FY21 Major Mod- HVAC

Project Status: APPROVED

Description	Current Allocations	Total Appropriations	Current Mth Cost	Project Cost	Encumbered Commitments	Unencumbered Appropriations	Unappropriated Allocations
Awards 11009	0	1,386,978	3,695	284,797	1,033,317	68,864	0
Total Awards	0	1,386,978	3,695	284,797	1,033,317	68,864	0
Funding Sources							
General Obligation Bonds	1,386,978	1,386,978	3,695	284,797	1,033,317	68,864	0
Total Funding Sources	1,386,978	1,386,978	3,695	284,797	1,033,317	68,864	0
Planning							
Architecture and Engineering	137,880	137,880	0	83,491	1,000	53,389	0
Total Planning	137,880	137,880	0	83,491	1,000	53,389	0
Construction							
Contract Construction	1,249,098	1,249,098	3,695	201,306	1,032,317	15,475	0
Total Construction	1,249,098	1,249,098	3,695	201,306	1,032,317	15,475	0
Total Project Costs:	1,386,978	1,386,978	3,695	284,797	1,033,317	68,864	0
Net Funding & Costs:	0	0	0	0	0	0	0



Memphis City Council Summary Sheet

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

A Resolution transferring \$1,562,315 of allocations and appropriations from CIP GS01010 – ADA Facility Compliance to CIP GS01049 – Coke Facility – Adaptive Reuse Contract Construction.

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

General Services

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

Does not change an existing ordinance

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

District 4, Super District 8

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

Amends existing construction contract

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

A budget amendment is needed to transfer allocated and appropriated funds to CIP GS01049 – Coke Facility – Adaptive Reuse construction project.

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

N/A

City Council Resolution – Transferring Allocated and Appropriated funds to Construction – CIP GS01049 – GS – Coke Facility – Adaptive Reuse



A Resolution transferring allocations and appropriations from completed General Services project to CIP GS01049 – Coke Facility – Adaptive Reuse.

WHEREAS, for the betterment of the community, it is the Administration’s objective to complete new projects that are ready for construction and/or for continued improvement in a timely manner; and

WHEREAS, General Services has new and existing projects that have completed their design phase and ready for construction and/or continued improvement; and

WHEREAS, CIP Project GS01049 – Coke Facility – Adaptive Reuse is one such project, ready to be completed but in need of additional funding due to unforeseen costs of approximately \$1,562,315; and

WHEREAS, General Services has identified CIP Project GS01010 – ADA Facility Compliance with available funds to cover this shortfall; and

WHEREAS, it is necessary to transfer allocations and appropriations totaling \$1,562,315 from the identified project to CIP Project GS01049 – Coke Facility – Adaptive Reuse.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that there be and is hereby transferred allocations and appropriations totaling \$1,562,315 from the following project:

GS01010 – ADA Facility Compliance	\$1,562,315
Total	\$1,562,315

to Contract Construction funded by G O Bonds – General in CIP Project #GS01049 – Coke Facility – Adaptive Reuse and credited as follows:

Project Title:	CIP Coke Facility – Adaptive Reuse
Project Number:	GS01049
Amount:	\$1,562,315



A Resolution approving the sale of a city-owned property located at 1200 N. Parkway Avenue, Memphis, TN 38104, formally known as the Frame Shop, Parcel ID# 021098 00016 Memphis, TN 38104

WHEREAS, the City of Memphis owns the property located at 1200 N. Parkway Avenue, Memphis, TN 38104 (“The Property”) and is further identified by Shelby County Tax Assessor as Parcel # 021098 00016 containing 0.282 acres, more or less;

WHEREAS, the property was advertised on the open Real Estate Market where Yari Management (“Purchaser”) submitted an offer of One Hundred Seventy-Five Thousand Dollars (\$175,000.00) along with an earnest money deposit of One Thousand Dollars (\$1,000.00) to the City of Memphis Real Estate Office;

WHEREAS, the sale of the subject Property will increase the City’s general fund, generate tax revenue, and eliminate blight and maintenance cost for the City of Memphis; and

WHEREAS, it is deemed to be in the best interest of the citizens of the City of Memphis and County of Shelby that this request be considered subject to the following: 1) The Property shall be used for a senior living facility for ages 55 & up for a period of 10 years after the sale unless an alternate use is approved by City Council; 2) if the Property is not used for the above-mentioned use, it will revert back to the City with no recourse by the Purchaser; and 3) Purchaser must comply with the terms and conditions set forth in the Offer to Purchase, Quit Claim Deed, and in City Ordinance 5637.

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Memphis that the offer made by Yari Management on the above-described property is hereby accepted subject to City Ordinance 5637, Amendment to section 2-26-3(C) which states in part, “In the event any parks, properties or facilities under the control and jurisdiction of the division of Park Services are sold, taken through proceedings in eminent domain or otherwise diverted from the use as park land, the City shall be paid a fair market value for the properties or facilities, together with such incidental damages as are allowed by law, and such funds shall be used for the purchase of additional park lands and for no other purpose.”

City

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



Memphis City Council Summary Sheet

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

Resolution to enter a lease agreement with Memphis Bears Inc. to lease Greenhill Stadium to offer programs and services to the North Memphis community.

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

Park Services

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

N/A

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

Greenhill Stadium is located in Council District 7, Super District 8.

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

This action would require a new contract.

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

This agreement does not require an expenditure of funds for the City of Memphis.

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

MWBE goal is not applicable.



Resolution approving a Lease Agreement between the City of Memphis through its Division of Park Services and Memphis Bears Inc., to lease and program Greenhill Stadium.

WHEREAS, the City of Memphis, through its Division of Park Services, owns the Greenhill Stadium located at 4241 Academy Drive, Memphis, TN 38127; and

WHEREAS, Memphis Bears Inc., a 501(c)3 non-profit corporation has demonstrated the expertise and commitment to offer enrichment, health, social and recreational services and programs in this community; and

WHEREAS, the City of Memphis, through its Division of Park Services, desires to lease the property to Memphis Bears Inc., for the purpose of programming the Greenhill Stadium for an initial term of ten (10) years, with the option to extend for one (1) additional five (5) year period; and

WHEREAS, City of Memphis Ordinance No. 4763, Article 1, Section 23-1(d) requires the Council of the City of Memphis to approve all Lease Agreements to non-municipal entities; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that this Lease Agreement between the City of Memphis and Memphis Bears Inc., for programming of the Greenhill Stadium, as agreed to by the parties, is hereby approved in accordance with the terms set forth therein outlining committed operational, financial and other stipulated criteria as to both parties in the approved Agreement.

City of Memphis - Division of Park Services

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this _day of _____ 2022, by and between the City of Memphis, Division of Park Services (hereafter "City" or "Park Services") and Memphis Bears Inc. (hereinafter "MSPAL") for leasing of Greenhill Stadium.

RECITALS

WHEREAS, The City of Memphis, through its Division of Park Services, owns Greenhill Stadium; and,

WHEREAS, the stadium once served as a recreational facility for the citizens of North Memphis communities; and,

WHEREAS, MSPAL is a nonprofit corporation duly established in the State of Tennessee; and,

WHEREAS, MSPAL has been a partner with the City of Memphis through its Division of Park Services to offer programs for youth and families; and

WHEREAS, MSPAL desires to lease space of the Division of Park Services, Greenhill Stadium (hereafter "the Premises"), for the purpose of providing youth and family programming, to include sports, recreation, and physical fitness programming during after school and summer/seasonal periods for the benefit of the community; and

WHEREAS, the City hereby authorizes lease of such Premises for the express purpose set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereby agree as follows:

Section 1. Scope of Use.

- 1.01. Lease. City hereby agrees to lease to MSPAL the following Premises for the amount of \$1.00 for the sole purpose of operating such Premises in accordance with the terms and conditions set forth herein.

Greenhill Stadium, 4241 Academy Drive, Memphis, TN 38127.

1.02. Space Lease. MSPAL may lease the stadium and parking lot consisting of approximately 695,000 sq. ft. located at 4241 Academy Drive, Memphis, Tennessee. See Exhibit A.

1.03. Public Programs. MSPAL may lease the Premises to produce and conduct programming within its areas of expertise to benefit the citizens of the community in accordance with the terms herein, provided that, such events do no conflict with any other City programming already scheduled or approved by Park Services. MSPAL programming will take place during its established operational dates/times during the week, and a quarterly schedule will be provided to Parks Administration for activities. MSPAL will coordinate for prior approval with Parks Administration for any programs, events or activities that will be held outside of normal operating hours, for confirmation of same.

All activities conducted within the Premises or immediate vicinity shall be governed in accordance with applicable Park Services policies, rules and regulations. MSPAL agrees that all activities will be beneficial to the community and all citizens (youths and/or adults) served, and that all said programs will be focused within the core service areas of Health, Fitness, Wellness, Education and Character Development.

1.04. Background Checks. MSPAL agrees and confirms that it will conduct personnel background checks on its staff and volunteers consistent with state/local guidelines for individuals working in youth educational capacities, and will maintain such records on file. Confirmation of acceptable background checks for all MSPAL personnel and volunteers assigned to the Premises will be provided to the City upon request. The City may request periodic updated background checks on MSPAL personnel and volunteers assigned to the Premises as deemed applicable. The City reserves the right to conduct background checks at its expense.

1.05. Quarterly Reports. MSPAL will provide the City with quarterly reports on its ongoing programmatic activities to include: quarterly attendance reports of youth served (by age and gender); updates on program goals; special programs summary of programs/projects conducted during the reporting quarter; and a program calendar for the following quarters activities. Quarterly reports shall be provided to the Parks Division Director no later than the 10th day of the applicable month. Where applicable, parties can define the specific nature and most feasible form for the delivery/submission of the Quarterly Reports.

1.06. No Unlawful Use. MSPAL agrees that no unlawful use or acts shall occur on the Premises during such time that the Premises is leased by MSPAL and that

misconduct on the part of MSPAL shall be grounds for immediate termination of this Agreement.

MSPAL further agrees that no alcoholic beverages, drug paraphernalia or any tobacco brand shall be allowed or used on the Premises, and that such use shall result in the immediate termination of this Agreement and ejection from the Premises.

Section 2. Term and Termination.

2.01. The period of this Agreement shall be for a term of ten (10) years from the date of execution by the Parties to this Agreement, with one (1) additional five (5) year mutual renewal option period (herein referenced as “Option Period”).

2.02. This Agreement shall be terminated upon the expiration of such Term. Notwithstanding the foregoing, either party may terminate this Agreement with cause upon prior written notice. To the extent applicable, this Agreement shall also be terminated in accordance with the provisions set forth herein. The City may terminate this Agreement for convenience upon giving 30 calendar days prior written notice.

Section 3. Operational Expenses.

3.01. MSPAL Responsibilities. MSPAL hereby agrees that it will have sole responsibility for all Premises programming and operating costs for the location herein, to include personnel costs, general materials and supplies. MSPAL shall be responsible for the following costs associated with the use Premises: landscaping, janitorial service and general maintenance. MSPAL will coordinate its Premises access/entry and related operational activities with the City through Park Services. As applicable, subsequent coordination with other City Divisions or specified service providers will be further coordinated through Park Services or as parties may agree in order to ensure the proper and effective functioning of the Premises.

3.02. City Responsibilities. The City has not established any budgeted funds for the operations of the Premises. In the event that maintenance or repairs are needed such as HVAC, roof, and structural maintenance, MSPAL may at its option, provide the funding for the repairs or terminate this agreement. The City may consider, at its option, some portion of major maintenance expenses for the Premises, but does not guarantee such expenses, and has not placed any such expenses in its budget. Any potential expenses desired to be met by the City would be subject to funding availability within the City's budgetary approval process - no said City funding is confirmed or intended to be specified herein.

Section 4. Indemnity and Insurance. See insurance requirements attached hereto as Exhibit B and incorporated herein as if stated verbatim within the Agreement.

Section 5. Miscellaneous Provisions

5.01. Entire Agreement. This Agreement contains the entire agreement of the Parties hereto and there are no other promises or conditions in any other agreements whether oral or written. This Agreement supersedes any prior written or oral agreements between the Parties pertaining to the subject matter hereof.

5.02. Relationship of Parties. This Agreement does not and shall not be construed to create a partnership or joint venture between the Parties hereto.

5.03. Third Party Beneficiaries. This Agreement does not create any relationship with, or any rights in favor of, any third party.

5.04. Assignment. MSPAL shall not assign or transfer its interest in this Agreement without the prior written consent of the City.

5.05. Amendment. This Agreement may be modified or amended only by a document in writing executed by an authorized representative of the Parties hereto.

5.06. Park Ordinance. Unless providing programming during hours approved through the Division of Park Services, MSPAL agrees to comply with applicable park rules and the City ordinance related to park hours. Park hours shall be from 6:00 am to 6:00 pm from November 1 through March 14 and 6:00 am to 8:00 pm from March 15 through October 31. Given the nature of its programming, MSPAL is exempt from this ordinance during evening programming.

5.07. Nondiscrimination. MSPAL agrees and warrants that no person shall be excluded from participation in or be otherwise subjected to discrimination in MSPAL's use of the Premises or performance of this Agreement on the grounds of disability, race, gender, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional or statutory law, or local ordinances and policies of the City of Memphis. Upon a finding of such discrimination, this Agreement shall be immediately terminated.

5.08. Governing Law. MSPAL is assumed to be familiar with and agrees that at all times it will observe and comply with all federal, state and local laws, ordinances, and regulations applicable to its performance of this Agreement. This Agreement will be interpreted in accordance with the laws of the State of Tennessee. By execution of this Agreement, MSPAL agrees that all actions it might institute against the City, 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 Shelby County, Tennessee, and in no other.

5.09. Force Majeure. The obligations of the parties hereunder are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, natural disasters, riots, wars, epidemics, pandemics, or any other similar cause.

5.10. Unenforceability. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a Court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to have been written, construed and enforced as so limited.

5.11. No Waiver. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

5.12. Captions. The headings and captions contained in this Agreement are for reference purposes only and shall not limit or extend the meaning or terms of any paragraph or section herein contained.

Exhibit A

The address for this property is at 4241 Academy Dr., Memphis, TN 38127. The area that MSPAL is responsible for is outlined in the photo.



Exhibit B – Insurance Requirements for Lease of Greenhill Stadium

MSPAL shall not commence any work under this contract until it has obtained and caused its subcontractors to procure and keep in force all insurance required. MSPAL shall require all subcontractors to carry insurance as outlined below, in case they are not protected by the policies carried by MSPAL. MSPAL is required to provide copies of the insurance policies upon request. MSPAL shall furnish the Risk Manager a Certificate of Insurance and/or policies attested by a duly authorized representative of the insurance carrier evidencing that the insurance required hereunder is in effect. All insurance companies must be acceptable to the City of Memphis and licensed in the state of Tennessee with a Best Insurance Rating of A and Class VII or better and authorized to do business in the state where the work is performed.

If any of the Insurance Requirements are non-renewed at the expiration dates, payment to the company may be withheld until those requirements have been met, or at the option of the City. The City may pay the renewal premiums and withhold such payments from any monies due MSPAL.

MSPAL shall indemnify, defend, save and hold harmless the City, its officers, employees, and agents, from and against any and all claims, demands, suits, actions, penalties, damages, settlements, costs, expenses, or other liabilities of any kind and character arising out of or in connection with the breach of this Agreement by MSPAL, its employees, subcontractors, or agents, or any negligent act or omission of MSPAL, its employees, subcontractors, or agents, which occurs pursuant to the performance of this Agreement, and this indemnification shall survive the expiration or earlier termination of this Agreement. The provisions of this paragraph shall not apply to any loss or damage caused solely by the acts, errors, or omissions of the City, its officers, employees and agents. Contracts for third party service providers should include indemnity provisions that protect the City from any liability arising out of MSPAL's loss of City's sensitive information.

Each certificate or policy shall require and state in writing the following clauses:

Company shall provide notice to the City within three (3) business days following receipt of any notice of cancellation or material change in Company's insurance policy from Company's insurer. Such notice shall be provided to City by registered mail, to the following addresses:

City of Memphis
Attn: Risk Management
170 N. Main St., 5th Floor
Memphis, TN 38103

City of Memphis
Attn: Purchasing Agent
125 North Main, Room 354
Memphis, TN 38103

The Certificate of Insurance shall state the following: “The City of Memphis, its officials, agents, employees and representatives shall be named as additional insured on all liability policies.” The additional insured endorsements shall be attached to the Certificate of Insurance and the Certificate of Insurance shall also state: “The additional insured endorsement is attached to the Certificate of Insurance.”

Workers Compensation. The Company shall maintain in force Workers’ Compensation coverage in accordance with the Statutory Requirements and Minimum Limits of the State of Tennessee and shall require all subcontractors to do likewise.

Employer’s Liability	\$100,000	Each Accident
	\$500,000	Disease-Policy Limit
	\$100,000	Disease-Each Employee

Automobile Liability. Covering owned, non-owned, and hired vehicles with Minimum Limits of:

\$1,000,000	Each Occurrence – Combined Single Limits
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Commercial General Liability. Commercial General Liability Insurance, including Premises and Operations, Contractual Liability, Independent Contractor’s Liability, and Broad Form Property Damage Liability Coverage with Minimum Limits of:

\$2,000,000	General Aggregate
\$2,000,000	Products-Completed Operations
\$1,000,000	Personal and Advertising Injury
\$1,000,000	Each Occurrence (Bodily Injury & Property Damage)
\$ 50,000	Fire Damage any One Fire
\$ 5,000	Medical Expense any One Person

General Liability coverage shall also include Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence if any alcoholic beverages are served.

Cyber Liability (“NETWORK SECURITY AND PRIVACY” LIABILITY).

For losses arising out of the following areas:

- Privacy Liability
- Network Security Liability
- Media Liability
- Cyber Extortion
- Privacy Breach Response

Customer Notification Expense
Credit Monitoring Expense
Business Interruption
Regulatory Defense and Penalties including PCI Fines/Penalties if applicable
Social Engineering

The Company shall maintain such coverage for at least three (3) years from the termination or expiration of this agreement with minimum limits of:

\$ 2,000,000 Each Claim / \$2,000,000 Aggregate

UMBRELLA LIABILITY, Minimum limits of:

\$2,000,000 Each Occurrence / \$2,000,000 Aggregate

PROPERTY INSURANCE. The Company shall be responsible for maintaining any and all property insurance on their own equipment and shall require all subcontractors to do likewise. The Company shall require all sub-contractors to carry insurance as outlined above, in case they are not protected by the policies carried by the Company.

The Company is required to provide copies of the insurance policies upon request.

END OF DOCUMENT - SIGNATURE PAGE NEXT

Remainder of Page Left Intentionally Blank

IN WITNESS WHEREOF, the parties, by and through their duly authorized representatives, have executed this Agreement.

CITY OF MEMPHIS

Memphis Bears Inc.

By: _____

Jim Strickland, Mayor

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

Approved as to Form:

By: _____
Jennifer Sink, Chief Legal Officer / City Attorney

Attest:

By: _____
Comptroller



City Council Item Routing Sheet

Division Memphis Parks Committee Parks & Environment Hearing Date _____

District 7 Super District 8

- | | | |
|---|--|---|
| <input type="checkbox"/> Ordinance | <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Grant Acceptance |
| <input type="checkbox"/> Budget Amendment | <input type="checkbox"/> Commendation | <input type="checkbox"/> Other: |

Item Description :

Resolution to amend and extend a lease agreement for the use of Gagliano/Sowell baseball fields at Halle Park with Memphis Boys Athletic Association (MBAA) to add Lausanne Collegiate School (LCS) as a party. The Term of the Agreement shall be extended for ten (10) years which shall commence effective July 1, 2022, and is further subject to renewal for an additional four (4) ten (10) year periods.

Recommended Council Action:

Approve amendment and extension to lease #25792.

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:

The City of Memphis and MBAA entered into a Park Use Agreement on August 13, 2008 for the use of Gagliano/Sowell baseball fields at Halle Park, referred to by the City as Contract No. 25792.

<p>Does this item require city expenditure? No</p> <p>\$ Amount <u>0</u></p> <p>\$ Revenue to be received <u>\$0</u></p>	<p>Source and Amount of Funds</p> <p>\$ Operating Budget</p> <p>\$ CIP Project #</p> <p>\$ Federal/State/Other</p>
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Approvals

DocuSigned by:

Director *McK Walker* Date 4/1/2022

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 to amend and extend a lease agreement for the use of Gagliano/Sowell baseball fields at Halle Park with Memphis Boys Athletic Association (MBAA) to add Lausanne Collegiate School (LCS) as a party.

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

Memphis Parks

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

Amendment and extension to lease #25792

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

Halle Park is located in Council District 3, Super District 8

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

Amendment and extension to lease #25792

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

This agreement does not require an expenditure of funds for the City of Memphis.

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

MWBE goal is not applicable.



***Resolution amending and extending a Lease
Agreement between the City of Memphis through its Division of Park
Services and Memphis Boys Athletic Association (MBAA) for the use of
Gagliano/Sowell baseball fields at Halle Park.***

WHEREAS, the City of Memphis, through its Division of Park Services, owns the Gagliano/Sowell baseball fields at Halle Park located at 2590 Mt Moriah Rd, Memphis, TN 38115; and

WHEREAS, the City of Memphis and MBAA entered into a Park Use Agreement on August 13, 2008 for the use of Gagliano/Sowell baseball fields at Halle Park, referred to by the City as Contract No. 25792; and

WHEREAS, the City of Memphis shall amend contract #25792 to add Lausanne Collegiate School (LCS) as a party; and

WHEREAS, the City of Memphis, through its Division of Park Services, desires to The Term of the Agreement shall be extended for ten (10) years which shall commence effective July 1, 2022, and is further subject to renewal for an additional four (4) ten (10) year periods; and

WHEREAS, City of Memphis Ordinance No. 4763, Article 1, Section 23-1(d) requires the Council of the City of Memphis to approve all Lease Agreements to non-municipal entities; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that this Lease Agreement between the City of Memphis and Memphis Boys Athletic Association (MBAA) and Lausanne Collegiate School (LCS) for programming of Gagliano/Sowell baseball fields at Halle Park, as agreed to by the parties, is hereby approved in accordance with the terms set forth therein outlining committed operational, financial and other stipulated criteria as to both parties in the approved Agreement.

**EXTENSION AND AMENDMENT OF CONTRACT NO. 25792
BETWEEN THE CITY OF MEMPHIS AND
MEMPHIS BOYS ATHLETIC ASSOCIATION**

THIS EXTENSION AND AMENDMENT is made and entered into this _____ day of _____, 2022, by and between the City of Memphis, a Tennessee municipal corporation (hereinafter referred to as "City"), and Memphis Boys Athletic Association (hereinafter referred to as "MBAA"),

RECITALS:

1. WHEREAS, the City and MBAA have entered into that certain Park Use Agreement dated August 13, 2009, as amended and extended, referred to by the City as Contract No. 25792 (the "Agreement"), for the use of Halle Park ("Park"); and

2. WHEREAS, the parties now desire to further amend and extend the Agreement as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. This Agreement shall be amended to add Lausanne Collegiate School ("LCS") as a party.

2. SECTION I. PERMITTED USES is hereby amended to read as follows:

1.05 Interaction with Memphis Parks Athletics. Prior to the start of each fiscal year (July 1), MBAA will meet with staff from Memphis Parks to discuss any opportunities for cooperative programming of the Park by all parties.

3. SECTION II. TERM AND TERMINATION is hereby amended to read as follows:

2.01. The Term of the Agreement shall be extended for ten (10) years which shall commence effective July 1, 2022, and is further subject to renewal for an additional four (4) ten (10) year periods, which shall be exercised separately and consecutively upon mutual written approval of the parties.

2.04 Cessation of Any Party. The City may terminate this Agreement should either MBAA or LCS cease to cooperatively operate the Park without prior written approval from the City.

IN WITNESS WHEREOF, the parties, by and through their duly authorized representatives, have executed this **EXTENSION AND AMENDMENT TO CONTRACT NO. 25792 BETWEEN THE CITY OF MEMPHIS, MEMPHIS BOYS ATHLETIC ASSOCIATION AND LAUSANNE COLLEGIATE SCHOOL** as of the date above written.

CITY OF MEMPHIS

MEMPHIS BOYS ATHLETIC ASSOCIATION

BY: _____
Jim Strickland, Mayor

BY: _____

TITLE: _____

DATE: _____

LAUSANNE COLLEGIATE SCHOOL

BY: _____

TITLE: _____

DATE: _____

APPROVED AS TO FORM:

BY: _____
Jennifer Sink,
Chief Legal Officer/City Attorney

ATTEST:

Comptroller