

SUBSTITUTE ORDINANCE ____

Substitute Ordinance Amending Ordinance 5686 Establishing a Pre-K Education Special Fund to Provide a New Dedicated Funding Stream from Special Fund 245

WHEREAS, Ordinance 5686 was approved on May 10, 2018, establishing a Pre-K Education Special Fund (Fund 260), funded by using the equivalent of \$0.01 of property tax revenue and all property tax revenue collected from entities because of the expiration of PILOTS (Payments in Lieu of Taxes) from Economic Development Growth Engine (EDGE) and/or the Industrial Development Board (IDB) which exceed the amount of tax revenue collected from those entities in FY2017.

WHEREAS, in 2019, a Referendum for Public Safety was passed by the majority of the citizens of Memphis, increasing the local option sales tax, in part, for the purpose of allocating funding for Pre-K education;

WHEREAS, proceeds collected under the Public Safety Referendum are held in a “Special Revenue Fund 245”;

WHEREAS, Special Revenue Fund 245 produces sufficient revenue to fully fund restoration of Public Safety benefits, plus reserves, and also to fund a contribution to Street Maintenance and to fully fund the City of Memphis Pre-K requirement, and is forecast to do so for many years to come; and

WHEREAS, utilizing Special Revenue Fund 245 to fund Pre-K allows the current Pre-K funding to be utilized in other ways, including providing additional dedicated funding for transit and mobility over and above annual general fund contributions that are required to meet the implementation goals of Transit Vision.

NOW, THEREFORE, BE IT FURTHER RESOLVED, Ordinance 5686 shall be repealed in its entirety and amended by substituting the language with the following:

1. From FY2023-FY 2027 (inclusive), funding shall be allocated to the Pre-K Education Special Fund 260 annually by transferring a minimum of \$6M, but no more than \$7.4M, from Fund 245 (The Public Safety Special Fund) to fully fund the City of Memphis annual Pre-K investment year over year.
2. All other Pre-K funding sources other than those mentioned in this Ordinance are hereby freed for other uses by the City and may be redirected as approved by City Council.

Sponsor:

Mayor Jim Strickland

Ordinance No. _____

An Ordinance to Establish Funding Dedicated to Transit and Mobility

WHEREAS, it is established that quality transportation and mobility options are key to unlocking individual and collective opportunities for our City and our Citizens;

WHEREAS, Transit Vision has been adopted by the City of Memphis as the plan for transit and mobility for the City of Memphis;

WHEREAS, providing additional dedicated funding for transit and mobility over and above annual general fund contributions to Memphis Area Transit Authority (MATA) are required to meet the implementation goals of Transit Vision;

WHEREAS, the Mayor and the City Council of the City of Memphis are committed to improving transit and mobility systems in our City;

WHEREAS, Ordinance 5686 was approved on May 10, 2018, establishing a Pre-K Education Special Revenue Fund;

WHEREAS, in 2019, a Referendum for Public Safety was passed by the citizens of the City of Memphis, increasing the local option sales tax and allocating funding for Pre-K education;

WHEREAS, proceeds from the 2019 Public Safety Referendum are held in Special Revenue Fund 245;

WHEREAS, Special Revenue Fund 245 produces sufficient revenue to fully fund restoration of Public Safety benefits plus reserves and a contribution to Street Maintenance and to fully fund the City of Memphis Pre-K requirement, and is forecast to do so for many years to come; and

WHEREAS, utilizing Special Revenue Fund 245 to fund Pre-K allows the current funding to be utilized in other ways, including providing additional dedicated funding for transit and mobility over and above annual general fund contributions that are required to meet the implementation goals of Transit Vision.

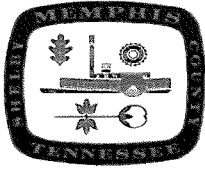
NOW, THEREFORE, BE IT RESOLVED:

1. The Chief Financial Officer and/or Comptroller are hereby authorized and directed to establish a special revenue fund for transportation and mobility;
2. This fund shall be known as the "Transit and Mobility Special Revenue Fund" and the proceeds in the restricted special revenue fund may only be used for funding transportation and mobility operations and related capital purchases. Such funds are preserved for those purposes and shall not revert to the general fund at the end of a budget year, if unexpended.
3. The proceeds in the Transit and Mobility Special Revenue Fund are restricted and shall only be used for funding transportation and mobility operations and related capital purchases, pursuant to the Transit Vision Plan adopted by City of Memphis. Such funds are preserved for funding transportation and mobility operations and related capital purchases, pursuant to the Transit Vision Plan adopted by City of Memphis. Proceeds in

the Transit and Mobility Fund shall not revert to the general fund at the end of a budget year, if unexpended.

Sponsored by:

Mayor Jim Strickland
Councilman Edmond Ford, Sr.
Councilman Chase Carlisle
Councilwoman Patrice Robinson
Councilman J. Ford Canale
Councilman Frank Colvett, Jr.
Councilwoman Michayn Easter-Thomas
Councilwoman Cheyenne Johnson
Councilman Martavius Jones
Councilwoman Rhonda Logan
Councilman Worth Morgan
Councilman JB Smiley, Jr.
Councilwoman Jamita Swearengen
Councilman Jeff Warren



RESOLUTION approving the Engineering plans for:
Williamsburg Village Subdivision Lot 2 Redevelopment

WHEREAS, **Boyle Trust & Investment**, the Developer of a certain property in the present limits of the City of Memphis, and located at the southeast corner of South Mendenhall Road and Southern Avenue in Memphis, Tennessee.

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 **Boyle Trust & Investment** 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 **Williamsburg Village Subdivision Lot 2 Redevelopment** 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. **107640078** in the amount of **\$43,100.00** as security.

CR - 5403



RESOLUTION approving the Engineering plans for:
Glide Xpress Car Wash (1470 Germantown Parkway)

WHEREAS, **Max Alley Investments, LLC.**, the Developer of a certain property in the present limits of the City of Memphis, and located at 1470 Germantown Parkway in Memphis, Tennessee.

and

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

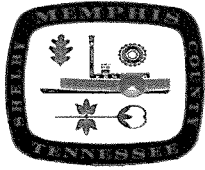
and

WHEREAS, attached hereto is a standard improvement contract entered into by and between **Max Alley Investments, 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 **Glide Xpress Car Wash (1470 Germantown Parkway)** 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 **U.S. Specialty Insurance Company Performance Bond No. 1001054258** in the amount of **\$92,100.00** as security for the standard improvement contract.



RESOLUTION accepting public improvements for
Blue Water Wash Phase 13 (Case #Z 2762 [CR-5318])
and approve **release of Bond**

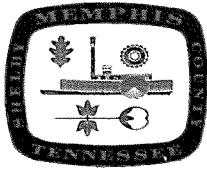
WHEREAS, **Blue Water Wash**, the Developer, has completed public improvements within the present limits of the City of Memphis located approximately 234 linear feet north of Appling Farms Parkway/Whitten Road intersection on the east side of Whitten Road in Memphis, Tennessee as indicated on the final plat entitled **Blue Water Wash Phase 13 (Case #Z 2762 [CR-5318])**

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 final plat for **Blue Water Wash Phase 13 (Case #Z 2762 [CR-5318])** and the completion of the public improvements therein, are and the same are hereby accepted by the City.

BE IT FURTHER RESOLVED, that the Travelers Casualty and Surety Company of America Performance Bond **No. 107183196** in the amount of **\$143,000.00** held as security for the Standard Improvement Contract is **hereby ordered released**.



RESOLUTION approving Supplemental Agreement #1 to:
DMC Mobility Center [CR-5401]

WHEREAS, **Downtown Memphis Commission**, the Developer of a certain property in the present limits of the City of Memphis, and located at northwest corner of South Main Street and Beale Street in Memphis, Tennessee.

and

WHEREAS, the developer entered into a Standard Improvement Contract (CR-5401) on May 24, 2022 covering all public improvements required as part of developing the project;

and

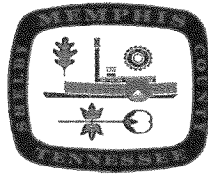
WHEREAS, attached hereto is a Supplemental Agreement #1 to CR-5401 entered into by and between **Downtown Memphis Commission** and the City of Memphis which replaces the Developer's name on Agreement and Bond

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 Supplemental Agreement #1 for **CR-5401 - DMC Mobility Center** are hereby approved.

BE IT FURTHER RESOLVED, that the proper officials be and are hereby authorized to accept Travelers Casualty and Surety Company Performance Bond No. **107599434** in the amount of **\$186,500.00** , re-issued in the new Developer's name, as security.



Memphis City Council Summary Sheet

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

Resolution to approve the acceptance of grant funds in the amount of one-hundred four thousand dollars (\$104,000.00) from Tennessee Department of Health and to appropriate funds for a Health & Wellness Manager/Park Program Specialist.

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.

N/A

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

All Council Districts

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

Requires grant contract with Tennessee Department of Health.

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

City of Memphis must approve revenue of 104,000 for Year 1 of Project Diabetes from Tennessee Department of Health.

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

N/A



Resolution accepting grant funds in the amount of one hundred four thousand dollars (\$104,000.00) from Tennessee Department of Health for Project Diabetes Year 1, including implementation of Health & Wellness Manager/Park Program Specialist and health promotion efforts throughout the Memphis area.

WHEREAS, Tennessee Department of Health offers a grant program entitled "Project Diabetes" for organizations with capacity to address diabetes risk factors in the state of Tennessee; and

WHEREAS, the City of Memphis Division of Memphis Parks has been selected as an awardee of Project Diabetes for a three year term; and

WHEREAS, the City of Memphis Division of Memphis Parks received funds in the amount of one hundred four thousand dollars (\$104,000.00) from Tennessee Department of Health for the purposes of implementation of Year 1 of Project Diabetes; and

WHEREAS, it is necessary to accept these funds and amend the Fiscal Year 2023 Operating Budget therein, and allow for expenditure of same; and

WHEREAS, it is necessary to appropriate these funds in the amount of one hundred four thousand dollars (\$104,000.00).

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the Fiscal Year 2023 Operating Budget be hereby amended by appropriating these funds, and subsequent expenditures of one hundred four thousand dollars (\$104,000.00) within the Division of Memphis Parks Operating Budget, as follows:

Revenue – PK90111, award 13233

Tennessee Department of Health	\$104,000.00
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Expenditures – PK90111, award 13233

Misc Materials and Supplies	\$20,000.00
Professional Services	\$30,000.00
Salaries	\$54,000.00



City Council Item Routing Sheet

Division

Committee

Hearing Date

☐ Ordinance

☐ Resolution

☒ Grant Acceptance

☐ Budget Amendment

☐ Commendation

☐ Other:

Item Description:

Resolution to accept and appropriate \$7,200.00 from the Tennessee Historical Commission for travel, registration and hotel for 5 or more Memphis Landmark Commissioners to attend the 2022 National Alliance for Preservation Commissions (NAPC) Forum.

Recommended Council Action: Approval

Describe previous action taken by any other entity (i.e. board, commission, task force, council committee, etc.) and date of any action taken: NA

Does this item require city expenditure? No

\$4,800.00 Amount

\$7,200.00 Revenue to be received;

Source and Amount of Funds

\$4,800.00 Operating Budget

\$ CIP Project #

\$7,200.00 Federal/State/Other

Approvals

Director

Date

6/2/22

Chief Operating Officer

Division

Chief

Date

Date

Budget Manager

Date

Council Committee Chair

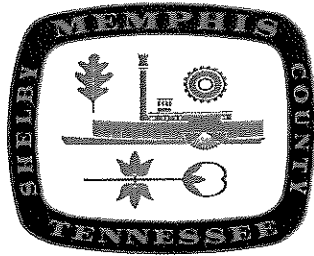
Finance Director

Date

Date

City Attorney

Date



Memphis City Council Summary Sheet

A Resolution to accept additional grant funds from the Tennessee Historical Commission.

1. Description of the Item

A resolution to accept grant funds in the amount of \$7,200.00 from the Tennessee Historical Commission to fund required City of Memphis Landmark Commissioners x training.

2. Initiating Party

The City of Memphis Division of Planning and Development has drafted this resolution and is recommending City Council approval.

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

NA

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

This requires a new contract.

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

The City of Memphis is required to provide a 40% match, totaling \$4,800.00, already accounted for in the FY22 Operating Budget.



Resolution accepts and appropriates Federal National Park Service, Certified Local Government funds passed through the Tennessee Historical Commission for City of Memphis Landmarks Commissioner and staff's training.

WHEREAS, the City of Memphis and Shelby County Division of Planning and Development, are staff to the Memphis Landmarks Commission; and

WHEREAS, the Memphis and Shelby County Division of Planning and Development has received Federal funds in the amount of Seven Thousand Two Hundred Dollars (\$7,200.00) through the Tennessee Historical Commission as allocated by the National Parks Service through the Certified Local Government program; and

WHEREAS, these funds will be used to pay for the mandatory training for the Memphis Landmarks Commissioners as established by the Certified Local Government Agreement between the City of Memphis and the National Park Service/Department of the Interior, as part of the 1965 Federal Preservation Act and amended in 1980; and

WHEREAS, The City of Memphis having a local historic zoning commission (Memphis Landmarks Commission) and designated local historic zones, applied for and was granted Certified Local Government status by means of an Agreement between the City and the National Park Services/Department of the Interior. In exchange for receiving funding for local preservation projects, the City agrees to maintain the Memphis Landmarks Commission and the local historic zones. One of the yearly requirements of the Agreement includes training for the Memphis Landmarks Commissioners; and

WHEREAS, it is necessary to provide matching funds in the amount of Four Thousand Eight Hundred Dollars (\$4,800.00) from the Memphis Landmarks Commission; and

WHEREAS, it is necessary to appropriate the grant funds in the amount of Seven Thousand Two Hundred Dollars (\$7,200.00) for the required training of five (5) or more of the Memphis Landmarks Commissioners.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the Memphis Landmarks Training Grant funds in the amount of Seven Thousand Two Hundred Dollars (\$7,200.00) be accepted by the City of Memphis.

BE IT FURTHER RESOLVED, that the Fiscal Year 2022 Operating Budget be and is hereby amended by appropriating the Expenditure and Revenues for the Memphis Landmarks Commissioner Training Grant as follows:

Revenue

Tennessee Historical Commission	\$ 7,200.00
Operating Transfer In – General Fund	<u>\$ 4,800.00</u>
TOTAL	\$12,000.00

Expenditures

Travel Expense	\$ 9,800.00
Seminars/ Training /Education	<u>\$ 2,200.00</u>
TOTAL	\$12,000.00

ATTACHMENT ONE

GRANT BUDGET				
For professional services relating to the preservation of historic resources				
The Grant Budget line-item amounts below shall be applicable only to expenses incurred during the following applicable period:				
BEGIN:		END:		
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE MATCH	TOTAL PROJECT
1. 2	Salaries, Benefits & Taxes	\$0.00	\$0.00	\$0.00
4, 15	Professional Fee, Grant & Award ²	\$0.00	\$0.00	\$0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	\$0.00	\$0.00	\$0.00
11. 12	Travel, Conferences & Meetings	\$7,200.00	\$4,800.00	\$12,000.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
n/a	Grantee Match Requirement (for any amount of the required Grantee Match that is <u>not</u> specifically delineated by budget line-items above)	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$7,200.00	\$4,800.00	\$12,000.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*. (posted on the Internet at: <http://www.tn.gov/finance/looking-for/policies.html>).

² Applicable detail follows this page if line-item is funded.

³ A Grantee Match Requirement is detailed by this Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column above, shall be reduced by the amount of any Grantee failure to meet the Match Requirement.

ATTACHMENT ONE

GRANT BUDGET LINE-ITEM DETAIL:

TRAVEL, CONFERENCES, & MEETINGS	AMOUNT
Conference fees, lodging, travel expenses, and per diem for travel to National Alliance for Preservation Commissions Conference	\$7,200.00
TOTAL	\$7,200.00



GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

Begin Date June 8, 2022	End Date September 30, 2022	Agency Tracking # 32701-04466	Edison ID TBD
Grantee Legal Entity Name City of Memphis			Edison Vendor ID 4104
Subrecipient or Recipient <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Recipient		CFDA ## 15.904 Grantee's fiscal year end 6/30	
Service Caption (one line only) Travel to the National Alliance of Preservation Commissions FORUM conference in Cincinnati, Ohio, in July 2022			
Funding —			
FY	State	Federal	Interdepartmental
2022		7,200.00	
TOTAL:		7,200.00	
Grantee Selection Process Summary			
<input checked="" type="checkbox"/> Competitive Selection		Grantee submitted application and was ranked in the top scores for these services and was awarded grant.	
<input type="checkbox"/> Non-competitive Selection			
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations. <i>Scott Hammer 1st</i>		CPO USE - GG	
Speed Chart (optional) EN00021181		Account Code (optional) 71304000	

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE
DEPARTMENT OF ENVIRONMENT AND CONSERVATION
TENNESSEE HISTORICAL COMMISSION
AND
CITY OF MEMPHIS**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Environment and Conservation, Tennessee Historical Commission, hereinafter referred to as the "State" or the "Grantor State Agency" and City of Memphis, hereinafter referred to as the "Grantee," is for the provision of Travel to the National Alliance of Preservation Commissions FORUM conference in Cincinnati, Ohio, in July 2022, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 4104

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The grantee shall send six representatives, either city staff or Memphis Landmarks Commissioners, to participate in the National Alliance of Preservation Commissions (NAPC) FORUM conference in Cincinnati, Ohio, in July 2022.
- A.3. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment Reference, is incorporated into this Grant Contract by reference.
- A.4. The Grantee shall acknowledge the provision of grant support in any publication, including audio-visual materials, based on or developed under any activity supported by these grant funds. This acknowledgement shall be in the form of a statement as follows:

This material was produced with assistance from the Historic Preservation Fund, administered by the National Park Service, Department of the Interior under Grant number P21AF10721-00. Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Department of the Interior.
- A.5. The Grantee shall submit a final project report which fully describes the methods, results, products, and costs of the project.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on June 8, 2022 ("Effective Date") and extend for a period of four (4) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Seven Thousand Two Hundred Dollars and No Cents (\$7,200.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment One is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited

to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Historical Commission
2941 Lebanon Pike
Nashville Tennessee 37214

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
 - (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Department of Environment and Conservation, Tennessee Historical Commission
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
 - (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget

and any other provision of this Grant Contract relating to allowable reimbursements.

- (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
- (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date and in form and substance acceptable to the State.

- a. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet said requirement.
 - i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the state of Tennessee.
 - ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.
- b. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by Section C of this Grant Contract (including any adjustment pursuant to subsection a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
- c. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
- d. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
- e. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward

C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or

indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
 - a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

The State:

Ellen Dement Hurd, Certified Local Government Coordinator
Tennessee Historical Commission
2941 Lebanon Pike
Nashville Tennessee 37214
Ellen.Dement.Hurd@tn.gov
Telephone # (615)- 770-1088

The Grantee:

Brett Ragsdale, Zoning Administrator
City of Memphis
125 N. Main St., Ste. 468
Memphis, Tennessee 38103
brett.ragsdale@memphistn.gov
Telephone # (901) 636-6619

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

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:
- NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.
- The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.
- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the

final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

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

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

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

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

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

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

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.

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

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

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

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

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

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

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract

is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
- b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

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

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

E. SPECIAL TERMS AND CONDITIONS:

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

E.#. Equal Opportunity. As a condition for receipt of grant funds, the Grantee agrees to comply with 41 C.F. R. § 60-1.4 as that section is amended from time to time during the term.

IN WITNESS WHEREOF,

City of Memphis:

GRANTEE SIGNATURE

DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

TENNESSEE HISTORICAL COMMISSION:

E. PATRICK MCINTYRE, JR., EXECUTIVE DIRECTOR

DEPARTMENT OF ENVIRONMENT AND CONSERVATION:

DAVID W. SALYERS, P.E.
COMMISSIONER

DATE

ATTACHMENT ONE

GRANT BUDGET				
For professional services relating to the preservation of historic resources				
The Grant Budget line-item amounts below shall be applicable only to expenses incurred during the following applicable period:				
BEGIN:		END:		
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE MATCH	TOTAL PROJECT
1. 2	Salaries, Benefits & Taxes	\$0.00	\$0.00	\$0.00
4, 15	Professional Fee, Grant & Award ²	\$0.00	\$0.00	\$0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	\$0.00	\$0.00	\$0.00
11. 12	Travel, Conferences & Meetings	\$7,200.00	\$4,800.00	\$12,000.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
n/a	Grantee Match Requirement (for any amount of the required Grantee Match that is <u>not</u> specifically delineated by budget line-items above)	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$7,200.00	\$4,800.00	\$12,000.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*. (posted on the Internet at: <http://www.tn.gov/finance/looking-for/policies.html>).

² Applicable detail follows this page if line-item is funded.

³ A Grantee Match Requirement is detailed by this Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column above, shall be reduced by the amount of any Grantee failure to meet the Match Requirement.

ATTACHMENT ONE

GRANT BUDGET LINE-ITEM DETAIL:

TRAVEL, CONFERENCES, & MEETINGS	AMOUNT
Conference fees, lodging, travel expenses, and per diem for travel to National Alliance for Preservation Commissions Conference	\$7,200.00
TOTAL	\$7,200.00

ATTACHMENT TWO

Parent Child Information

The Grantee should complete this form and submit it with the Grant Contract. The Grantee should submit only one, completed "Parent Child Information" document to the State during the Grantee's fiscal year.

"Parent" means an entity whose IRS filing contains the information of at least one other entity.

"Child" means an entity whose information is contained in another entity's IRS filing.

Grantee's Edison Vendor ID number: 4104

Is City of Memphis a parent? Yes ☐ No ☒

If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities.

Is City of Memphis a child? Yes ☐ No ☒

If yes, complete the fields below.

Parent entity's name: _____

Parent entity's tax identification number: _____

Note: If the parent entity's tax identification number is a social security number, this form must be submitted via US mail to:

Central Procurement Office, Grants Program Manager
3rd Floor, WRS Tennessee Tower
312 Rosa L Parks Avenue
Nashville, TN 37243

Parent entity's contact information

Name of primary contact person: _____

Address: _____

Phone number: _____

Email address: _____

Parent entity's Edison Vendor ID number, if applicable: _____

ATTACHMENT THREE

Notice of Audit Report

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

☐ City of Memphis is subject to an audit for fiscal year 2021.

☐ City of Memphis is not subject to an audit for fiscal year 2021.

Grantee's Edison Vendor ID Number: 4104

Grantee's fiscal year end:

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

Type of funds expended	Estimated amount of funds expended by end of Grantee's fiscal year
Federal pass-through funds	
a. Funds passed through the State of Tennessee	a.
b. Funds passed through any other entity	b.
Funds received directly from the federal government	
Non-federal funds received directly from the State of Tennessee	

ATTACHMENT FOUR**Federal Award Identification Worksheet**

Subrecipient's name (must match registered name in DUNS)	City of Memphis
Subrecipient's DUNS number	04117-4889
Federal Award Identification Number (FAIN)	P19AF00013
Federal award date	June 17, 2021
CFDA number and name	15.904 Historic Preservation Fund
Grant contract's begin date	
Grant contract's end date	
Amount of federal funds obligated by this grant contract	\$7,200.00
Total amount of federal funds obligated to the subrecipient	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$1,012,662.00
Name of federal awarding agency	Department of the Interior, National Park Service
Name and contact information for the federal awarding official	Megan J. Brown Chief State, Tribal, Local Plans & Grants 1849 C Street NW Washington DC 20240
Is the federal award for research and development?	no
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	

Memphis City Council Summary Sheet for MLGW Items

1. Description of the Item

Resolution approving Change No. 2 to Contract No. 12282 (formerly purchase order #7020281), Citrix Maintenance with Technologyx, Inc., in the funded amount of \$103,881.05. (This change is to renew the current contract to continue vendor software support and maintenance for the period covering July 11, 2022 through July 10, 2023.

2. Additional Information

The project scope is for annual maintenance and support for Citrix Software. The software is used at MLGW to provide end-user application access to several of MLGW's most critical business systems, including the Customer Information System (CIS), Geographical Information System (GIS) and Facility Information System (FIS).

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of May 18, 2022 approved Change No. 2 to Contract No. 12282 (*Formerly Purchase Order #7020281*), Citrix Maintenance with Technologyx, Inc. to renew the current contract in the funded amount of \$103,881.05, 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 for annual maintenance and support for Citrix Software. The software is used at MLGW to provide end-user application access to several of MLGW's most critical business systems, including the Customer Information System (CIS), Geographical Information System (GIS) and Facility Information System (FIS). This change is to renew the current contract to continue vendor software support and maintenance for the period covering July 11, 2022 through July 10, 2023 in the funded amount of \$103,881.05. Citrix imposed a company-wide 5% uplift on all business product lines in February 2022; however, the rate for the Citrix ADC VPX 3000 Mbps product decreased which resulted in a 2.62% increase in rates from the previous term. This renewal complies with all applicable laws and policies. The new contract value is \$306,329.85; and

NOW THEREFORE BE IT RESOLVED by the Council of the City of Memphis, that there be and is hereby approved Change No. 2 of existing equipment under Contract No. 12282, Citrix Maintenance with Technologyx, Inc. to renew the current contract in the funded amount of \$103,881.05 as approved.

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
May 18, 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. 12282 (*Formerly Purchase Order #7020281*), Citrix Maintenance with Technologyx, Inc. to renew the current contract in the funded amount of \$103,881.05.

The project scope is for annual maintenance and support for Citrix Software. The software is used at MLGW to provide end-user application access to several of MLGW's most critical business systems, including the Customer Information System (CIS), Geographical Information System (GIS) and Facility Information System (FIS). This change is to renew the current contract to continue vendor software support and maintenance for the period covering July 11, 2022 through July 10, 2023 in the funded amount of \$103,881.05. Citrix imposed a company-wide 5% uplift on all business product lines in February 2022; however, the rate for the Citrix ADC VPX 3000 Mbps product decreased which resulted in a 2.62% increase in rates from the previous term. This renewal complies with all applicable laws and policies. The new contract value is \$306,329.85.

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. 12282, Citrix Maintenance with Technologyx, Inc. to renew the current contract in the funded amount of \$103,881.05, as outlined in the foregoing preamble, is approved and further,

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

I hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Light, Gas and Water Commissioners at a regular - special meeting held on 18th day of May 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. 3 to Contract No. 12262, HP-UX Support with Abtech Technologies, Inc. in the funded amount of \$373,899.00 (This change is to renew the current contract for the final annual renewal term for the period covering February 3, 2023 through February 2, 2025 in the amount of \$149,448.00. This renewal is for a two year period which reflects the third and fourth renewal terms. In addition, this change is to add three HPE 3PAR STORESERV 7400 units which includes 7x24, 4-hour hardware support for the period covering November 1, 2022 through February 2, 2025 in the amount of \$224,451.00.

2. Additional Information

The project scope is to provide proactive and reactive remote support services for MLGW's Hewlett Packard-Unix (HP-UX) Systems which are the hosts server environment for the CIS (Customer Information System).

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of May 18, 2022 approved Change No. 3 to Contract No. 12262 (*formerly C2203*), HP-UX Support with Abtech Technologies, Inc. to renew and change the current contract in the funded amount of \$373,899.00, and is now recommending to the Council of the City of Memphis that it approves said renewal and change as approved; and

WHEREAS, the project scope is to provide proactive and reactive remote support services for MLGW's Hewlett Packard-Unix (HP-UX) Systems which are the hosts server environment for the CIS (Customer Information System) system. Proactive remote services are monitoring the hardware usage such as CPU (Central Processing Unit), memory, network and hard drive space, system logs for the operating system, and services the hardware. Reactive services include tasks that are involved after a system failure has occurred, corrections for errors found in the logs, or services that need to be restarted. This change is to renew the current contract for the final annual renewal term for the period covering February 3, 2023 through February 2, 2025 in the amount of \$149,448.00. This renewal is for a two (2) year period which reflects the third and fourth renewal terms. In addition, this change is to add three (3) HPE 3PAR STORESERV 7400 units which includes 7x24, 4-hour hardware support for the period covering November 1, 2022 through February 2, 2025 in the amount of \$224,451.00. The amount was prorated to synchronize the start and end date with the current contract term. The total funded amount of this renewal and change is \$373,899.00. This renewal and change complies with all applicable laws and policies. The new contract value is \$542,804.00; 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. 12262 (*formerly C2203*), HP-UX Support with Abtech Technologies, Inc. to renew and change the current contract in the funded amount of \$373,899.00 as approved.

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
May 18, 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. 12262 (*formerly C2203*), HP-UX Support with Abtech Technologies, Inc. to renew and change the current contract in the funded amount of \$373,899.00.

The project scope is to provide proactive and reactive remote support services for MLGW's Hewlett Packard-Unix (HP-UX) Systems which are the hosts server environment for the CIS (Customer Information System) system. Proactive remote services are monitoring the hardware usage such as CPU (Central Processing Unit), memory, network and hard drive space, system logs for the operating system, and services the hardware. Reactive services include tasks that are involved after a system failure has occurred, corrections for errors found in the logs, or services that need to be restarted. This change is to renew the current contract for the final annual renewal term for the period covering February 3, 2023 through February 2, 2025 in the amount of \$149,448.00. This renewal is for a two (2) year period which reflects the third and fourth renewal terms. In addition, this change is to add three (3) HPE 3PAR STORESERV 7400 units which includes 7x24, 4-hour hardware support for the period covering November 1, 2022 through February 2, 2025 in the amount of \$224,451.00. The amount was prorated to synchronize the start and end date with the current contract term. The total funded amount of this renewal and change is \$373,899.00. This renewal and change complies with all applicable laws and policies. The new contract value is \$542,804.00.

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. 12262 (*formerly C2203*), HP-UX Support with Abtech Technologies, Inc. to renew and change the current contract in the funded amount of \$373,899.00, as outlined in the above preamble, is approved; and further

THAT, the President, or his designated representative is authorized to execute the Renewal and 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 18th day of May, 2022, at which a quorum was present.



Secretary - Treasurer

Memphis City Council Summary Sheet for MLGW Items

1. Description of the Item

Resolution approving the ratification of unit prices for Purchase Order Number 7032100 to Industrial Controls & Electrical LLC for distributed process control panels.

2. Additional Information

The distributed process control panels will replace the existing old and obsolete control panels that are currently installed at Morton Pumping Station. Additional funds for \$21,284.08 are requested to retain the delivery date and avoid additional price increases.

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of May 18, 2022 approved ratification of unit prices for Purchase Order Number 7032100 for distributed process control panels and is now recommending to the Council of the City of Memphis that it approves said ratification as approved in the 2022 fiscal year budget; and

WHEREAS, on May 18, 2022, the Board of Light, Gas and Water Commissioners approved a purchase order for the purchase of distributed process control panels for Morton Pumping Station in the amount of \$278,008.00. The distributed process control panels will replace the existing old and obsolete control panels that are currently installed at Morton Pumping Station. Additional funds for \$21,284.08 are requested to retain the delivery date and avoid additional price increases. The additional funds are needed because of increases in raw material due to the current market volatility with the supply chain. All existing terms and conditions will remain the same. This ratification 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 ratification of unit prices for Purchase Order Number 7032100 to Industrial Controls & Electrical LLC in the amount of \$21,284.08 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
May 18, 2022

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners that it approves the ratification of unit prices for Purchase Order Number 7032100 to Industrial Controls & Electrical LLC for distributed process control panels.

On January 19, 2022, the Board of Light, Gas and Water Commissioners approved a purchase order for the purchase of distributed process control panels for Morton Pumping Station in the amount of \$278,008.00. The distributed process control panels will replace the existing old and obsolete control panels that are currently installed at Morton Pumping Station. Additional funds for \$21,284.08 are requested to retain the delivery date and avoid additional price increases. The additional funds are needed because of increases in raw material due to the current market volatility with the supply chain. All existing terms and conditions will remain the same. This ratification complies with all applicable laws and policies.

The 2022 budgeted amount for Water Pumping Stations is \$13,093,750.00; the amount spent to date is \$379,949.01; leaving a balance available of \$12,713,800.99 to be spent in 2022; of which \$21,284.08 will be spent on this purchase order in 2022; leaving a balance of \$12,692,516.91 after award; and

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

THAT, it approves the ratification of Purchase Order Number 7032100 to Industrial Controls & Electrical LLC for distributed process control panels as outlined in the foregoing preamble.

I hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Light, Gas and Water Commissioners at a regular - ~~special~~ meeting held on 18 day of MAY, 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 Meyer Utility Structures, LLC for steel transmission monopole structures in the amount of \$2,119,346.00.

2. Additional Information

FedEx is installing a new 161kV electrical substation at the Hub. The steel transmission monopole structures with anchor bolt cages will provide electrical service to the new FedEx substation located between MLGW Substation No. 61 and the new FedEx Substation on Democrat Road. This purchase will be reimbursed by FedEx.

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of May 18, 2022 approved a purchase order for the purchase of steel transmission monopole structures 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, FedEx is installing a new 161kV electric substation at the Hub. The steel transmission monopole structures with anchor bolt cages will provide electrical service to the new FedEx substation located between MLGW Substation No. 61 and the new FedEx Substation on Democrat Road. This purchase will be reimbursed by FedEx; and

WHEREAS, bids were opened on March 30, 2022. Notice to Bidders was advertised. Twenty-two (22) bids were solicited, and four (4) bids were received with the most responsive and best complying bidder being the firm of Meyer Utility Structures, LLC. This award complies with all applicable laws and policies; and

Now **THEREFORE BE IT RESOLVED** by the Council of the City of Memphis that there be and is hereby approved a purchase order for steel transmission monopole structures to Meyer Utility Structures, LLC for the sum of \$2,119,346.00. Due to lead time of this material, funds will be requested for carry over to the 2023 budget year.

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
May 18, 2022

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners that it awards a purchase order to Meyer Utility Structures, LLC in the amount of \$2,119,346.00 for steel transmission monopole structures.

FedEx is installing a new 161kV electrical substation at the Hub. The steel transmission monopole structures with anchor bolt cages will provide electrical service to the new FedEx substation located between MLGW Substation No. 61 and the new FedEx Substation on Democrat Road. This purchase will be reimbursed by FedEx.

Bids were opened on March 30, 2022. Notice to Bidders was advertised. Twenty-two (22) bids were solicited, and four (4) bids were received with the most responsive and best complying bidder being the firm of Meyer Utility Structures, LLC. This award complies with all applicable laws and policies.

The 2022 budgeted amount for Electric Transmission Lines is \$8,190,000.00; the amount spent to date is \$96,575.73; leaving a balance available of \$8,093,424.27 to be spent in 2022; of which \$2,119,346.00 will be requested for carry over to the 2023 budget year due to the lead time of this material; leaving a balance of \$5,974,078.27 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 Meyer Utility Structures, LLC is approved for furnishing:

30 - Steel transmission monopoles and anchor bolt cages for the new FedEx Substation in accordance with Memphis Light, Gas and Water Division Specification T161-002 dated February 9, 2007, and Drawing No. T161-SP-72;

Total award amount is \$2,119,346.00; f.o.b. Memphis, Tennessee, transportation prepaid; our dock; said prices being firm; delivery 22 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 18th day of May, 2022, at which a quorum was present.


Secretary - Treasurer

Memphis City Council Summary Sheet for MLGW Items

1. Description of the Item

Resolution approving the ratification of a purchase order to Hawkins, Inc., formerly Vertex Chemical Corporation, for sodium hypochlorite in the additional amount of \$500,000.00.

2. Additional Information

The sodium hypochlorite will be used to disinfect MLGW's potable water system as required by the Tennessee Department of Environmental and Conservation Water Division.

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of May 18, 2022 approved ratification of Purchase Order Number 7025167 for sodium hypochlorite and is now recommending to the Council of the City of Memphis that it approves said ratification as approved in the 2022 fiscal year budget; and

WHEREAS, on May 6, 2020, the Board of Light, Gas and Water Commissioners approved a thirty-six (36) month purchase order for the purchase of sodium hypochlorite in the amount of \$1,162,000.00. The sodium hypochlorite will be used to disinfect MLGW's potable water system as required by the Tennessee Department of Environmental and Conservation Water Division. This ratification is to increase the purchase order value in the amount of \$500,000.00 to cover the Division's needs for the duration of the contract. The additional funds are needed as result of increases in raw material cost due to the current market volatility with the supply chain. The new contract value is \$1,662,000.00. All existing terms and conditions will remain the same. This ratification complies with all applicable laws and policies.

NOW THEREFORE BE IT RESOLVED by the Council of the City of Memphis that there be and is hereby approved ratification of Purchase Order Number 7025167 to Hawkins, Inc. in the amount of \$200,000.00 chargeable to the MLGW 2022 fiscal year budget and remaining balance of \$300,000.00 chargeable to subsequent budget year as approved.

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
May 18, 2022

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners that it approves the ratification of Purchase Order Number 7025167 to Hawkins, Inc., formerly Vertex Chemical Corporation, for an additional amount of \$500,000.00 for sodium hypochlorite.

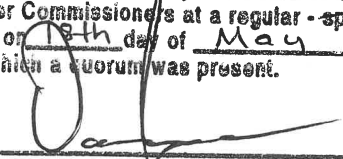
On May 6, 2020, the Board of Light, Gas and Water Commissioners approved a thirty-six (36) month purchase order for the purchase of sodium hypochlorite in the amount of \$1,162,000.00. The sodium hypochlorite will be used to disinfect MLGW's potable water system as required by the Tennessee Department of Environmental and Conservation Water Division. This ratification is to increase the purchase order value in the amount of \$500,000.00 to cover the Division's needs for the duration of the contract. The additional funds are needed as result of increases in raw material cost due to the current market volatility with the supply chain. The new contract value is \$1,662,000.00. All existing terms and conditions will remain the same. This ratification complies with all applicable laws and policies.

The 2022 budgeted amount for Water Plant Maintenance Supply is \$950,004.00; the amount spent to date is \$386,235.89; leaving a balance available of \$563,768.11 to be spent in 2022; of which \$200,000.00 will be spent on this purchase order in 2022; leaving a balance of \$363,768.11 after award; the remaining balance of \$300,000.00 to be spent from subsequent budget year 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, approves the ratification of unit price for third year to \$1.28 per gallon for Purchase Order Number 7025167 with Hawkins, Inc. for sodium hypochlorite as outlined in the foregoing preamble.

I hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Light, Gas and Water Commissioners at a regular - special meeting held on 18th day of May, 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. 12218, Power Supply Consultant Solicitation with GDS Associates, Inc., in the funded amount of \$96,022.00. (This change is to expand the scope to evaluate all RFP proposals, supporting MLGW's internal transmission system upgrades, and validating the IRP savings during the March 2022 through June 2022.)

2. Additional Information

The project scope is to provide consulting services required for MLGW to solicit requests for proposals for the procurement of electric capacity, energy, transmission, renewable energy (e.g., solar and wind), ancillary services and to assist MLGW in the evaluation of responses to portfolios identified in the Integrated Resource Plan (IRP) and feasible alternatives.

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of May 18, 2022 approved Change No. 2 to Contract No. 12218, Power Supply Consultant with GDS Associates, Inc. to change the current contract in the funded amount of \$96,022.00, 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 consulting services required for MLGW to solicit requests for proposals for the procurement of electric capacity, energy, transmission, renewable energy (e.g. solar and wind), ancillary services and to assist MLGW in the evaluation of responses to portfolios identified in the Integrated Resource Plan (IRP) and feasible alternatives. This change is to update the scope of the current contract in the funded amount of \$96,022.00 to include the following:

1. MLGW received 18 (eighteen) proposals in the Renewable & Other RFP. The amount of RFP proposals received exceeded the number of proposals accounted for in the GDS scope of work (i.e., 10 - 12 proposals). As a result, GDS had to expend additional time and effort to review proposals, manage proposal deficiencies and cures, and develop economic models / evaluate all of the incremental RFP proposals, including the supporting modeling efforts related to the IRP validation for the additional proposals. (\$29,701.00/ 119 hours)
2. Support MLGW with requests from external third parties during the RFP process. GDS reviewed materials provided by third parties (e.g., Friends of the Earth) and provided supplemental materials and information to respond to concerns regarding MLGW's RFP process. (\$4,994.00/ 17 hours)
3. RFP process required a "IRP Validation" analysis and modeling effort. This process relies on Siemens IRP models and GDS' original scope of work assumed that the Siemens models would be easily updated to account for information received in the RFP proposals for thermal generation, renewable resources, and transmission facilities. GDS has expended significant effort to revamp the Siemens IRP models to accommodate the RFP proposal and create the ability to compare RFP proposals/cost to projected TVA power cost under MLGW's existing arrangements (and the TVA LTPA). Another facet of the "IRP Validation" analysis is that IRP Portfolios 6 and 9 assumed a certain amount of wind generation and MLGW received no wind generation proposals in the RFP. This requires additional resource changes to the original Siemen's IRP portfolios to balance MLGW's resource capacity and energy requirements. Furthermore, the IRP relied on one gas price assumption and the current fuel environment requires a "high natural gas price" sensitivity be conducted to determine the

impact on potential savings. Finally, the IRP relied on capacity price curve and MISO is proposing to drastically change the Resource Adequacy Requirements, therefore a higher capacity price curve was developed as another sensitivity in the “IRP Validation” analysis. (\$37,778.00/ 129 hours)

4. Support MLGW with updating MISO’s 2020 Resource Adequacy Assessment (RAA), which was originally prepared by MISO as part of the 2020 MLGW IRP effort. As part of reviewing MISO’s 2020 RAA for the “IRP Validation” analysis, GDS identified additional issues regarding MISO’s calculations of MLGW’s capacity accreditation and expected zonal capacity obligations and requested that MISO update the study and include an assessment of potential impacts for MLGW due to MISO’s recent Minimal Capacity Obligation (MCO) and Seasonal Capacity Accreditation (SCA) FERC filings in December 2021. GDS is reviewing MISO’s recently submitted 2022 Resource Adequacy Assessment and will make appropriate modifications to the “IRP Validation” modeling assumptions. (\$6,730.00/ 22 hours)
5. Review MLGW’s required internal transmission upgrades to support new thermal generation, local solar, and MISO transmission interconnections. During the Transmission RFP evaluation process, GDS has been coordinating with MLGW’s transmission department to determine the need and expected cost of MLGW’s internal transmission upgrades. These are new transmission facilities that are not part of the proposed three MISO transmission interconnections. The \$6,799 **EXCLUDES \$6,852** of the contingency reserve fund that was spent in March 2022. (\$6,799.00/ 24 hours)
6. Evaluate and update TVA Cost-Of-Service Model to determine projected cost of power from TVA. GDS will create a “high natural gas price” sensitivity and evaluate the impact on TVA’s power cost projections as well as the expected power cost under the “IRP Validation” analysis. (\$10,020.00/ 34 hours)

The term of the contract will remain as 24 months from the date of the Notice to Proceed with annual renewal options. This change complies with all applicable laws and policies. The new contract value is \$666,022.00; 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. 12218, Power Supply Consultant with GDS Associates, Inc. to change the current contract in the funded amount of \$96,022.00 as approved.

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
May 18, 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. 12218, Power Supply Consultant with GDS Associates, Inc. to change the current contract in the funded amount of \$96,022.00.

The project scope is to provide consulting services required for MLGW to solicit requests for proposals for the procurement of electric capacity, energy, transmission, renewable energy (e.g., solar and wind), ancillary services and to assist MLGW in the evaluation of responses to portfolios identified in the Integrated Resource Plan (IRP) and feasible alternatives. This change is to update the scope of the current contract in the funded amount of \$96,022.00 to include the following:

1. MLGW received 18 (eighteen) proposals in the Renewable & Other RFP. The amount of RFP proposals received exceeded the number of proposals accounted for in the GDS scope of work (i.e., 10 - 12 proposals). As a result, GDS had to expend additional time and effort to review proposals, manage proposal deficiencies and cures, and develop economic models / evaluate all of the incremental RFP proposals, including the supporting modeling efforts related to the IRP validation for the additional proposals. (\$29,701.00/ 119 hours)
2. Support MLGW with requests from external third parties during the RFP process. GDS reviewed materials provided by third parties (e.g., Friends of the Earth) and provided supplemental materials and information to respond to concerns regarding MLGW's RFP process. (\$4,994.00/ 17 hours)
3. RFP process required a "IRP Validation" analysis and modeling effort. This process relies on Siemens IRP models and GDS' original scope of work assumed that the Siemens models would be easily updated to account for information received in the RFP proposals for thermal generation, renewable resources, and transmission facilities. GDS has expended significant effort to revamp the Siemens IRP models to accommodate the RFP proposal and create the ability to compare RFP proposals/cost

to projected TVA power cost under MLGW's existing arrangements (and the TVA LTPA). Another facet of the "IRP Validation" analysis is that IRP Portfolios 6 and 9 assumed a certain amount of wind generation and MLGW received no wind generation proposals in the RFP. This requires additional resource changes to the original Siemen's IRP portfolios to balance MLGW's resource capacity and energy requirements. Furthermore, the IRP relied on one gas price assumption and the current fuel environment requires a "high natural gas price" sensitivity be conducted to determine the impact on potential savings. Finally, the IRP relied on capacity price curve and MISO is proposing to drastically change the Resource Adequacy Requirements, therefore a higher capacity price curve was developed as another sensitivity in the "IRP Validation" analysis. (\$37,778.00/ 129 hours)

4. Support MLGW with updating MISO's 2020 Resource Adequacy Assessment (RAA), which was originally prepared by MISO as part of the 2020 MLGW IRP effort. As part of reviewing MISO's 2020 RAA for the "IRP Validation" analysis, GDS identified additional issues regarding MISO's calculations of MLGW's capacity accreditation and expected zonal capacity obligations and requested that MISO update the study and include an assessment of potential impacts for MLGW due to MISO's recent Minimal Capacity Obligation (MCO) and Seasonal Capacity Accreditation (SCA) FERC filings in December 2021. GDS is reviewing MISO's recently submitted 2022 Resource Adequacy Assessment and will make appropriate modifications to the "IRP Validation" modeling assumptions. (\$6,730.00/ 22 hours)
5. Review MLGW's required internal transmission upgrades to support new thermal generation, local solar, and MISO transmission interconnections. During the Transmission RFP evaluation process, GDS has been coordinating with MLGW's transmission department to determine the need and expected cost of MLGW's internal transmission upgrades. These are new transmission facilities that are not part of the proposed three MISO transmission interconnections. The \$6,799 **EXCLUDES \$6,852** of the contingency reserve fund that was spent in March 2022. (\$6,799.00/ 24 hours)
6. Evaluate and update TVA Cost-Of-Service Model to determine projected cost of power from TVA. GDS will create a "high natural gas price" sensitivity and evaluate the impact on TVA's power cost projections as well as the expected power cost under the "IRP Validation" analysis. (\$10,020.00/ 34 hours)

The term of the contract will remain as 24 months from the date of the Notice to Proceed with annual renewal options. This change complies with all applicable laws and policies. The new contract value is \$666,022.00.

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. 2 to Contract No. 12218, Power Supply Consultant with GDS Associates, Inc. in the funded amount of \$96,022.00 as outlined in the foregoing preamble, is approved and further,

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

I hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Light, Gas and Water Commissioners at a regular ~~meeting~~ ^{special} meeting held on 18th day of May, 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. 3 to Contract No. 12017, Security Automation Installation and Service Agreement with Access Control Integration, Inc., in the funded amount of \$100,000.00. This change is to renew the contract for the third and final renewal term for period covering July 10, 2022 through July 9, 2023, with no increase in rates. This renewal also includes changes in the product line due to discontinued products by the manufacturer.)

2. Additional Information

This renewal also includes changes in the product line due to discontinued products by the manufacturer. This renewal complies with all applicable laws and policies. The new contract value is \$610,000.00.

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of May 18, 2022 approved Change No. 3 to Contract No. 12017, Security Automation Installation and Service Agreement with Access Control Integration, Inc. to renew the current contract in the funded amount of \$100,000.00, and is now recommending to the Council of the City of Memphis that it approves said renewal as approved; and

WHEREAS, the project scope is to install, repair, replace, and maintain security systems located at various MLGW locations. This change is to renew the contract for the third and final renewal term for period covering July 10, 2022 through July 9, 2023, with no increase in rates. This renewal also includes changes in the product line due to discontinued products by the manufacturer. This renewal complies with all applicable laws and policies. The new contract value is \$610,000.00; and

NOW THEREFORE BE IT RESOLVED by the Council of the City of Memphis, that there be and is hereby approved Change No. 3 to Contract No. 12017, Security Automation Installation and Service Agreement with Access Control Integration, Inc. to renew the current contract in the funded amount of \$100,000.00 as approved.

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
May 18, 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. 12017, Security Automation Installation and Service Agreement with Access Control Integration, Inc. to renew the current contract in the funded amount of \$100,000.00.

The project scope is to install, repair, replace, and maintain security systems located at various MLGW locations. This change is to renew the contract for the third and final renewal term for period covering July 10, 2022 through July 9, 2023, with no increase in rates. This renewal also includes changes in the product line due to discontinued products by the manufacturer. This renewal complies with all applicable laws and policies. The new contract value is \$610,000.00.

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. 3 to Contract No. 12017, Security Automation Installation and Service Agreement with Access Control Integration, Inc. to renew the current contract in the funded amount of \$100,000.00 as outlined in the foregoing preamble, is approved and further,

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

I hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Light, Gas and Water Commissioners at a regular - special meeting held on 18th day of May 2022, at which a quorum was present.


Secretary - Treasurer

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.

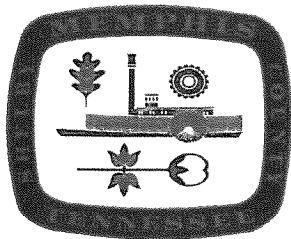
SECTION 5. Effective Date. This Ordinance shall take effect from and after the date it shall have been passed by the City Council, signed by the Chairman of the Council, certified and delivered to the Office of the Mayor in writing by the comptroller, and become effective as otherwise provided by law.

SPONSOR:

MLGW Division

CHAIR:

Jamita Swearengen



Memphis City Council Summary Sheet

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

A resolution stating the City's intent to establish a Commercial Property Assessed Clean Energy And Resiliency (C-PACER) program within the City of Memphis; intent to authorize direct financing between property owners and capital providers as the means to finance qualified projects; intent to authorize special assessments as the means to repay the financing for qualified projects; and designating EDGE as the program administrator to enable C-PACER financing.

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

EDGE and Division of Planning and Development

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

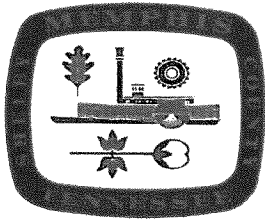
This is not a change to an existing ordinance or resolution.

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

This resolution does not require a new contract nor amend an existing contract.

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

N/A



A RESOLUTION AFFIRMING INTENT TO ESTABLISH A COMMERCIAL PROPERTY ASSESSED CLEAN ENERGY AND RESILIENCY (C-PACER) PROGRAM WITHIN THE CITY OF MEMPHIS, TENNESSEE; INTENT TO AUTHORIZE DIRECT FINANCING BETWEEN PROPERTY OWNERS AND CAPITAL PROVIDERS AS THE MEANS TO FINANCE QUALIFIED PROJECTS; INTENT TO AUTHORIZE SPECIAL ASSESSMENTS AS THE MEANS TO REPAY THE FINANCING FOR QUALIFIED PROJECTS; DESIGNATING PROGRAM ADMINISTRATOR TO ENABLE C-PACER FINANCING; AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO.

WHEREAS, Tennessee Code Annotated, Title 68, was amended in 2021 so as to add chapter 68-205-101 known as the “Commercial Property Assessed Clean Energy and Resilience Act” (“Act”); and

WHEREAS, It was the intent of the Tennessee General Assembly to authorize the establishment of a commercial property assessed clean energy and resiliency (C-PACER) program that jurisdictions may voluntarily implement to ensure that free and willing owners of agricultural, commercial, industrial, and multifamily residential properties as defined by the Act can obtain low-cost, long-term financing for qualifying improvements; and

WHEREAS, The Tennessee General Assembly found authorization of local governments to adopt C-PACER programs to be a valid public purpose to increase economic development, lower insurance costs, and lower disaster and emergency response and aid costs to local governments; and

WHEREAS, C-PACER programs also encourage a decrease in energy and water usage and costs, and encourage energy and water sustainability; and

WHEREAS, Pursuant to Tennessee Code Annotated Sec. 68-205-104, a local government may establish a C-PACER program and exercise all powers granted under the “Commercial Property Assessed Clean Energy and Resilience Act”; and

NOW, THEREFORE BE IT RESOLVED BY CITY COUNCIL OF THE CITY OF MEMPHIS, TENNESSEE, That the City Council does hereby affirm its intent to establish a Commercial Property Assessed Clean Energy and Resilience (C-PACER) program within the City of Memphis.

BE IT FURTHER RESOLVED, That financing of qualified C-PACER projects through special assessments promotes a valid public purpose by increasing economic development, lowering disaster and emergency response and aid costs, promoting energy efficiency and reduction of greenhouse gas emissions, and promoting efficient use of water resources including from the Memphis Sand Aquifer.

BE IT FURTHER RESOLVED, That the City of Memphis, by establishing a C-PACER program and setting terms, intends to authorize direct financing between property owners and capital providers as the means to finance qualified projects.

BE IT FURTHER RESOLVED, Pursuant to established terms, the City of Memphis intends to authorize special assessments, entered into voluntarily by a property owner with the local government by means of the written assessment contract, as the means to repay the financing for qualified projects available to property owners.

BE IT FURTHER RESOLVED, That qualified projects are projects approved by the City's C-PACER program administrator involving the installation or modification of permanent improvements installed and affixed to commercial property are intended to: a) decrease energy consumption or demand through the use of efficiency technologies, products, or activities that reduce or support the reduction of energy consumption; b) support the production of clean, renewable energy, including through the use of a product, device, or interacting group of products or devices on the customer's side of the meter that generates electricity, provides thermal energy, or regulates temperature; c) decrease water consumption or demand and address safe drinking water through the use of efficiency technologies, products, or activities that reduce or support the reduction of water consumption; d) allow for the reduction or elimination of lead from water that may be used for drinking or cooking; e) increase water or waste water resilience, including through storm retrofits, flood mitigation, and stormwater management, or wind resistance, energy storage, microgrids, and other resilience projects approved by the local government; or f) increase seismic resilience of new or existing buildings by making improvements necessary to comply with seismic provisions of the locally adopted technical building codes.

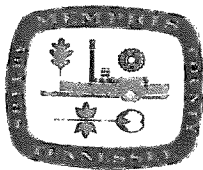
BE IT FURTHER RESOLVED, That the boundaries of the proposed C-PACER program are established in the Program Guidebook

BE IT FURTHER RESOLVED, That the City's proposed C-PACER program will be administered by the Economic Development Growth Engine Industrial Development Board of the City of Memphis and County of Shelby, Tennessee (EDGE) with support by the Memphis and Shelby County Division of Planning and Development (DPD).

BE IT FURTHER RESOLVED, The Economic Development Growth Engine Industrial Development Board of the City of Memphis and County of Shelby, Tennessee (EDGE) will work with the [City Treasurer or Shelby County Trustee] and the capital provider to insure the C-PACER assessment is correctly billed, collected and disbursed per the financing agreement. Neither the City of Memphis nor the Economic Development Growth Engine Industrial Development Board of the City of Memphis and County of Shelby, Tennessee (EDGE) shall have any responsibility for the C-PACER financing other than providing the C-PACER assessment per the financing agreement.

BE IT FURTHER RESOLVED, Pursuant to Tennessee Code Annotated Sec. 68-205-105, a required public hearing shall be held on June 15, 2022 at 2:00 PM at 6393 Poplar Avenue, Memphis, TN 38119 for the purpose of seeking comments by the public on the proposed program.

BE IT FURTHER RESOLVED, That the President and CEO of the Economic Development Growth Engine Industrial Development Board of the City of Memphis and County of Shelby, Tennessee (EDGE), and the Treasurer of the City of Memphis may be consulted about the collection of proposed special assessments.



Memphis City Council Summary Sheet

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

Resolution approving the sale of 1592 Ely (.25 acres) as approved by MLGW Water Division and Executive staff on June 30, 2021

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

Memphis Light, Gas and Water Division

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.

District 6, Super District 8

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

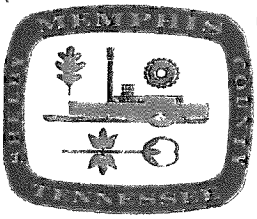
N/A

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

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 approval of the sale of a city owned parcel known as 1592 Ely, Parcel ID #034034 00015 Memphis, Tennessee 38106

WHEREAS, the City of Memphis, for the use and benefit of Memphis Light, Gas and Water Division owns a surplus parcel located at 1592 Ely ("The Parcel") that was acquired under instrument number 13131539 in the Register's Office and is further identified by Shelby County Tax Assessor as Parcel 034034 00015 containing 0.25 acres. The Parcel has a value of less than \$10,000;

WHEREAS, the sale of the subject Parcel will eliminate blight and maintenance cost for the City of Memphis, for the use and benefit of Memphis Light, Gas and Water Division;

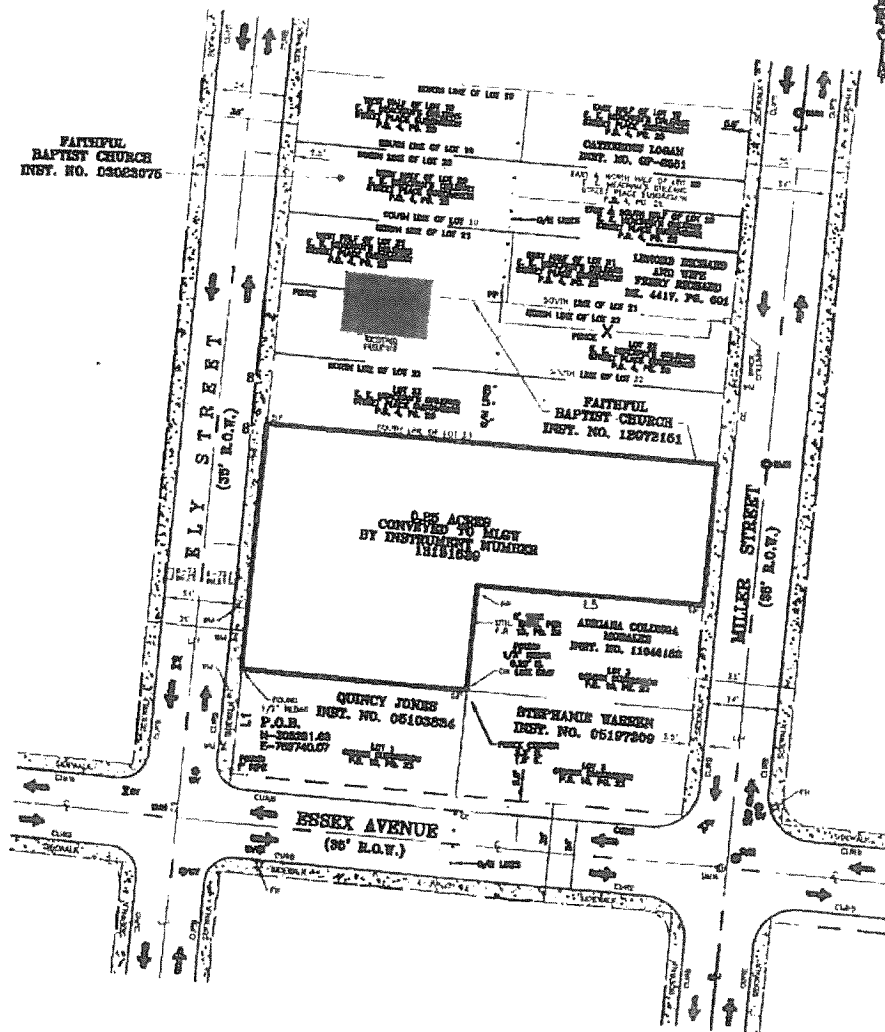
WHEREAS, Faithful Baptist Church submitted an offer of Six Thousand Two Hundred Seven Dollars and 30/100 (\$6,207.30) along with a Six Hundred Twenty Dollars and NO/100 (\$620.00) earnest money deposit to the Chicago Title Insurance Company; and

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

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the offer on the above-described Parcel is hereby accepted subject to the City Ordinance 5637, Amendment to Section 2-291(A)1 which states in part, "The City Real Estate Manager shall place a value on all properties being considered for sale and on all properties having an estimated and probable value of \$10,000.00 or less without obtaining an independent appraisal."

BE IT FURTHER RESOLVED, that subject to the Ordinance, Chicago Title Insurance Company shall prepare, and City of Memphis Real Estate Department will 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, for the use and benefit of Memphis Light, Gas and Water Division is hereby authorized to execute said deeds or any other documents necessary to complete the sale and conveyance.

Faithful Baptist Church
Inst. No. 03028076



SCALE: 1" = 100'
DATE: 03/04/2014

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TRACT #
W-372K002

DESCRIPTION:

Description of the Faithful Baptist Church property recorded in Instrument No. 03148103, being Lot 24 and Lot 25, E. E. Meacham's Orleans Street Place Subdivision recorded in Plat Book 4, Page 28 and the Faithful Baptist Church property recorded in Instrument No. 12072152, being Lot 4, Grusin Subdivision recorded in Plat Book 18, Page 23 in Memphis, Shelby County, Tennessee:

Beginning at a found 1/2" rebar in the east line of Ely Street (35' R.O.W.), said point being the southwest corner of said property recorded in Instrument No. 12072152, the northwest corner of the Quincy Jones property recorded in Instrument No. 05103834, being north 04 degrees 12 minutes 49 seconds east, 37.16 feet from the intersection of the east line of said Ely Street and the north line of Essex Avenue (35' R.O.W.) and being on Tennessee Coordinate System 1983 (N-305281.68, E-759740.07); thence north 04 degrees 12 minutes 49 seconds east along the east line of said Ely Street, 87.50 feet to a set 1/2" rebar with plastic cap at the northwest corner of said property recorded in Instrument No. 03148103 and the southwest corner of the Faithful Baptist Church property recorded in Instrument No. 12072151; thence south 86 degrees 01 minutes 33 seconds east along the north line of said property recorded in Instrument No. 03148103 and along the south line of said property recorded in Instrument No. 12072151, 159.41 feet to a set 1/2" rebar with plastic cap in the west line of Miller Street (35' R.O.W.), said point being the northeast corner of said property recorded in Instrument No. 03148103 and the southeast corner of said property recorded in Instrument No. 12072151; thence south 04 degrees 13 minutes 00 seconds west along the west line of said Miller Street, 50.00 feet to a set 1/2" rebar with plastic cap at the southeast corner of said property recorded in Instrument No. 03148103 and the northeast corner of the Adriana Colunga Morales property recorded in Instrument No. 11046162; thence north 86 degrees 01 minutes 33 seconds west along the south line of said property recorded in Instrument No. 03148103 and along the north line of said property recorded in Instrument No. 11046162, 79.70 feet to a set 1/2" rebar with plastic cap at the northeast corner of said property recorded in Instrument No. 12072152 and the northwest corner of said property recorded in Instrument No. 11046162; thence south 04 degrees 12 minutes 49 seconds west along the east line of said property recorded in Instrument No. 12072152 and along the west line of said property recorded in Instrument No. 11046162, 37.50 feet to a set 1/2" rebar with plastic cap at the southeast corner of said property recorded in Instrument No. 12072152, the southwest corner of said property recorded in Instrument No. 11046162, the northeast corner of said property recorded in Instrument No. 05103834 and the northwest corner of the Stephanie Warren property recorded in Instrument No. 05197309; thence north 86 degrees 01 minutes 33 seconds west along the south line of said property recorded in Instrument No. 12072152 and along the north line of said property recorded in Instrument No. 05103834, 79.70 feet to the POINT OF BEGINNING and containing 0.25 acres of land.

SCALE: 1" = 100'
DATE: 03/04/2014

PAGE 2 OF 2

TRACT #
W-372K002



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 0 Winnona Avenue (38108) in Memphis, Shelby County, Tennessee and further described as Parcel ID# 042049 00040C.

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 0 Winnona (38108), Shelby County, Tennessee and further described as Parcel ID# 042049 00040C.

Whereas the City of Memphis has ownership of certain real property located at: 0 Winnona Avenue (38108) in Memphis, Shelby County Tennessee, identified by the Shelby County Register of Deeds Office as Parcels ID #042049 00040C

Whereas ABLE TOWING AND TRANSPORTATION LLC desires to purchase Parcel ID #042049 00040C and has submitted an offer of \$6,000.00 based upon comparable sales and approval by the City's Real Estate Manager;

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

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 ABLE TOWING AND TRANSPORTATION LLC, on the above described Parcels is hereby accepted subject to City Ordinance 2-291(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.

A resolution to amend the Memphis City Council Community Grant Program for FY23

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

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

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

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

WHEREAS, it is important to the members of the Memphis City Council to prioritize funding specialized programs congruent with the needs of the City.

NOW, THEREFORE, BE IT RESOLVED that the Memphis City Council does hereby amend the FY23 Operating Budget proposal to allocate \$650,000 in additional funding to the Council Community Grant Program for FY23, so that each Councilmember can award an additional \$50,000 in grant funding, bringing each Councilmember's total grant funding allotment to \$250,000.

BE IT FURTHER RESOLVED the additional \$650,000 of FY23 funding for the Council Community Grant Program shall be allocated from the City of Memphis's unassigned general fund balance.

Sponsor:

Cheyenne Johnson

Chair:

Jamita Swearengen

**RESOLUTION APPROVING A 2-PERCENT PAY INCREASE FOR CITY OF
MEMPHIS RETIREES**

WHEREAS, on April 5, 2022, the Memphis City Council approved a resolution requesting the Administration to provide an increase in pay for City retirees in the FY 23 City of Memphis Budget; and

WHEREAS, the Budget proposed by the Mayor includes a 1 percent pay raise for retired City employees; and

WHEREAS, in addition to the regular rise in cost of living that occurs from year to year, in Fiscal Year 2023 City retirees also will be impacted by inflation levels unseen in the United States in decades; and

WHEREAS, the Council has previously noted and affirmed that City of Memphis retirees have served the City and its citizens for many years prior to their retirement and deserve to receive compensation commensurate with the increased cost of living;

NOW, THEREFORE, BE IT RESOLVED that the Memphis City Council does hereby approve a 2-percent increase in retiree pay in the FY23 City of Memphis Budget.

Sponsor
Ford Canale

Chairwoman
Jamita Swearengen

**RESOLUTION TO AMEND THE FY23 BUDGET TO INCREASE PAY FOR GENERAL
EMPLOYEES AND FIRE DIVISION**

WHEREAS, the Mayor submitted to the Council of the City of Memphis on April 19, 2022 a recommended Operating Budget and Capital Improvement Program Budget for the fiscal year ending June 30, 2023, that proposed a pay increase for firefighters in the amount of three (3%) percent and for general employees in the amount of two (2%) percent; and

WHEREAS, the Council recognizes the steady rise of the Cost of Living in the City of Memphis and sees the need for a pay increase in order to accommodate the cost; the Mayor's proposed budget indicated that pay increases were made possible by the increase in local and state sales tax activity;

WHEREAS, the Council seeks to further increase the pay for firefighters by 0.5% and general employees by 1.5% that would amount to a total pay increase of 3.5% for each division.

NOW, THEREFORE, BE IT RESOLVED that the Memphis City Council hereby amends the FY23 Operating Budget to include a pay raise in the amount of 3.5% for general employees and 3.5% for firefighters of the City of Memphis.

Sponsor:

Martavius Jones

RESOLUTION TO AMEND THE FY22 AMERICAN RESCUE PLAN ACT (ARPA) ALLOCATION

WHEREAS, on March 11, 2021, the American Rescue Plan Act (ARPA) was signed into law by the President. Section 9901 of ARPA amended Title VI of the Social Security Act to add section 602, which established the Coronavirus State Fiscal Recovery Fund, and section 603, which established the Coronavirus Local Fiscal Recovery Funds (together, the Fiscal Recovery Funds). The Coronavirus Local Fiscal Recovery Funds was established to provide support to local governments (“recipients”) to respond to the impacts of COVID-19 on communities, residents, and businesses; and

WHEREAS, section 602(c)(1) and 603(c)(2) provides that funds may be used to:

A. To respond to the public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;

B. To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers;

C. For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency;

D. To make necessary investment in water, sewer, or broadband infrastructure; and

WHEREAS, the City of Memphis has been notified by the Department of the Treasury of ARPA funding in the amount of \$161,061,490.00, payable in two tranches. The City of Memphis is in receipt of the first tranche in the amount of \$80,530,745; and

WHEREAS, at the September 16, 2021 regular meeting of the Memphis City Council, the Council approved the Administration’s proposal for allocations of ARPA funding. Included in the Administration’s proposal was an allocation for City Operational Support Initiatives, which included allocations in the amount of \$39,435,654.00 for Revenue Replacement and \$4,000,000 for Construction Cost Accelerator; of the Revenue Replacement amount, up to \$9,000,000 was allocated toward the Hotel/Motel Fund and up to \$15,000,000 was allocated toward Downtown TDZ Fund; and

WHEREAS, at the May 11, 2022 budget hearing of the Memphis City Council, the Budget Committee approved the Administration’s CIP Budget that requested an allocation in the amount of \$10,000,000 to Accelerate Memphis Cost Escalation Coverline Project.

NOW, THEREFORE, BE IT RESOLVED that the FY22 ARPA allocations under Revenue Replacement for the Hotel/Motel Fund and Downtown TDZ Fund be amended to allocate those funds to the FY23 CIP budget for Construction Cost Accelerator.

Sponsor:

Martavius Jones

**RESOLUTION TO AMEND THE FY23 CAPITAL IMPROVEMENT PROGRAM (CIP)
BUDGET**

WHEREAS, the Mayor submitted to the Council of the City of Memphis on April 19, 2022 a recommended Operating Budget and Capital Improvement Program Budget for the fiscal year ending June 30, 2023; and

WHEREAS, the Budget Committee of the Council has held meetings and thoroughly reviewed the recommended Operating and Capital Improvement Program Budgets and will make approved revisions thereto; and

WHEREAS, the Council has identified a need for funds to be allocated to other projects that serve the City of Memphis and significantly contribute to its growth and development; and

WHEREAS, it is the intent of the Council that funds previously allocated from the Hotel/Motel Fund and Downtown TDZ Fund for the Construction Cost Accelerator line item be appropriated to address other needed projects for the City of Memphis.

NOW, THEREFORE, BE IT RESOLVED that the Memphis City Council hereby amends the Capital Improvement Program Budget for fiscal year 2023 by appropriating \$10 million from the Construction Cost Accelerator line item to the following projects:

Project Name	Reallocation Amount	Amount of Increase
Repairs to Mud Island Monorail	\$5,500,000	
Sidewalk Repairs	\$500,000	From \$500,000 to \$1 million
Park Services Coverline	\$1,000,000	From \$2.5 million to \$3.5 million
Additional Splash Pad	\$1,200,000	From \$1.2 million to \$2.4 million
Traffic Calming Devices	\$500,000	From \$1.7 million to \$2.2 million
Major Modification-City Wide	\$1,000,000	From \$9 million to \$10 million
Ida B. Wells Park Renovation	\$300,000	

Sponsor:

Martavius Jones