



MEMPHIS CITY COUNCIL

Resolution

WHEREAS, when noteworthy circumstances arise, the Memphis City Council honors citizens of our communities and of our great city; and sees fit to recognize the achievements of one **Dr. Gloria Pryor-Lewis**; and

WHEREAS, having grown up in South Memphis, **Dr. Gloria Pryor-Lewis** graduated from Booker T. Washington High School in 1971 and as a young mother, she continued her studies and went on to graduate cum laude in 1975 from LeMoyne-Owen College with a Bachelor of Science in Natural Science; and

WHEREAS, after graduating from college, **Dr. Gloria Pryor-Lewis** moved to Nashville, TN and matriculated at Meharry Medical College and attained Doctor of Dental Surgery degree in 1979 and returned home to begin a career as one (1) of only three (3) African American female dentists in the City of Memphis; and

WHEREAS, practicing dentistry for forty-two (42) years in the North Memphis area of Hollywood where she feels this is her true calling, while her colleagues chose the suburbs and more affluent areas, she found her niche in mentoring and supporting young lives encountered in daily practice; and

WHEREAS, being the middle child of seven (7) children of Mr. Van & Lillie Pryor, **Gloria Pryor-Lewis** was taught to share and reach out to others with a “you can do it” attitude and has inspired some young patients to become physicians, dentists, registered nurses, educators, lawyers, ministers, and coaches;

WHEREAS, when returning home in 1979, **Dr. Gloria Pryor-Lewis** rekindled her relationship with her college sweetheart, Osie B. Lewis, Jr. and married and from this union, raised five (5) sons, Ramon, Osie, III, Nigel, Alexis, and Jordan and a daughter, Greta Jeanette and two (2) grandsons, Delano and Alexis, Jr., who affectionately call her “GiGi”; and

WHEREAS, being a dedicated member of historic St. John Baptist Church-Vance, **Dr. Gloria Pryor-Lewis** serves as parliamentarian of the Trustee Board, secretary of the Usher Board, president of the Deaconess Board, member of the OWH handbell choir, and a flautist with civic honors include recognition from the NAACP, NCBW-100, and the Memphis Silver Star news.

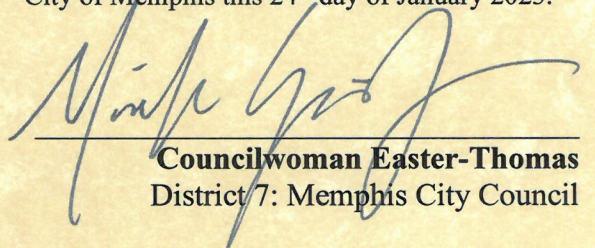
WHEREAS, being a forty-nine (49) year member of Alpha Kappa Alpha Sorority, Incorporated where she served as President in both undergraduate and graduate chapters and numerous positions, **Dr. Gloria Pryor-Lewis** is a charter member of Phi Lambda Omega Chapter.

NOW, THEREFORE, BE IT RESOLVED, that we honor **Dr. Gloria Pryor-Lewis** for her service, and as a testament to her achievements and contributions, Chelsea Avenue between Harrison Street and N. Hollywood Street in the City of Memphis, be declared and designated

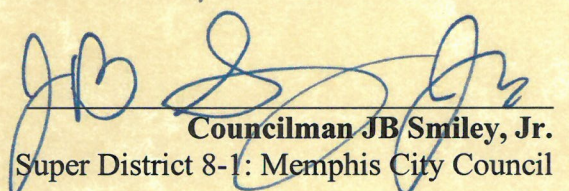
“Dr. Gloria Pryor-Lewis Street”

BE IT FURTHER RESOLVED, the City Engineer is requested to affix suitable signs designating this public road in honor of **Dr. Gloria Pryor-Lewis**.

Given by my hand and under the great seal of the City of Memphis this 24th day of January 2023.



Councilwoman Easter-Thomas
District 7: Memphis City Council



Councilman JB Smiley, Jr.
Super District 8-1: Memphis City Council



Ordinance No. _____

ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF MEMPHIS, CHAPTER 2-16., CITY REAL PROPERTY MANAGEMENT, TO REQUIRE THAT ANY CONTRACTS FOR THE MODIFICATION OF CITY-OWNED PROPERTY THAT IS LEASED TO ANY UNAFFILIATED NONPROFIT ORGANIZATION, WITH A COST IN EXCESS OF \$1,000,000, BE PRESENTED TO THE MEMPHIS CITY COUNCIL FOR APPROVAL

WHEREAS, the Memphis City Council is committed to the growth and development of the City of Memphis, and maintains its support of the continuous improvement and maintenance of City-owned properties; and

WHEREAS, the Memphis City Council recognizes that its commitment to the City's growth includes the responsibility to consider the needs of the properties and residents that surround such developments; and

WHEREAS, the Memphis City Council understands that improvements to any City-owned property will affect the surrounding areas, and wants to ensure that such improvements are made known to the local residents and are done in consideration of the needs and desires of that community; and

WHEREAS, Chapter 2-6- 1. of the Code of Ordinances of the City of Memphis grants the Memphis City Council with the power to authorize contracts entered into by the Mayor; and

WHEREAS, the Memphis City Council seeks to utilize that authority to require that contracts for the modification or improvement of City-owned property that is leased to any nonprofit entity that is unaffiliated with the City of Memphis receive prior authorization from the Council when the cost of the improvement or modification is in excess of \$1,000,000.

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

Section 1. Chapter 2-16., City Real Property Management, of the Code of Ordinances is hereby amended to add the following provision:

Sec. 2-16-3. Improvement or Modification to City-owned Property.

A. Property Leased to Nonprofit Entities

Any real property that is owned by the City of Memphis that has been leased to, or is otherwise occupied by, a nonprofit organization that is not affiliated with the City of Memphis, or is not under the sole supervision and control of the Mayor, shall not enter into an agreement regarding the improvement or modification of such land, building, or facility without prior authorization of

the Memphis City Council if the cost associated therewith is in excess of one million (\$1,000,000) dollars.

Section 2. 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 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.

Sponsors:
Martavius Jones
Edmund Ford, Sr.
Cheyenne Johnson
Rhonda Logan
Jana Swearngen-Washington
Dr. Jeff Warren

Chairman:
Martavius Jones

SUPPLEMENTAL ADOPTING ORDINANCE
ORDINANCE NO. _____

***An Ordinance Supplementing and Amending the 2021 Memphis
Municipal Code of Ordinances of the City of Memphis,
Tennessee relative to Animals and Horse Drawn Carriages;
Providing for the Repeal of Certain Ordinances Not
Included herein; and Providing when such Amendments to the
Code and this Ordinance Shall Become Effective***

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

WHEREAS, on February 15, 2022 the Council adopted a new Code of Ordinances, consisting of Titles 1 through 15, each inclusive, and the errata thereto, as the "2021 Code of Ordinances, City of Memphis, Tennessee" (the "2021 Code").

WHEREAS, due to the volume of ordinances to be considered and codified and the need to provide clear guidance to the City and its citizens, the City Attorney and the Council's Attorney the City Attorney and the Council's Attorney have only presented for codification two (2) Titles, namely "Title 1-General Provisions" and "Title 4-Pension and Retirement System.

WHEREAS, the Council has delegated to the City Attorney and the Council's Attorney the responsibility of making a thorough review of new and amending ordinances

adopted by the Council since September 1, 1985 for the purpose of producing for adoption by the City Council a new Official Code of Ordinances that accurately reflects the state of law of the City as of the date(s) of adoption by the City Council.

WHEREAS, the City Attorney and the Council's Attorney have been authorized and directed to periodically provide for adoption by the Council of supplementary codification ordinances to supplement the codification approved in Ordinance No. 5669.

WHEREAS, the Council desires to supplement the 2021 Code by adopting and codifying Titles 6-Business Licenses and Regulations and Title 8-Animals.

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

Section 1. A Supplement to the 2021 Code of Ordinances, consisting of Titles 6 and 8, each inclusive, and the errata thereto, is hereby adopted and enacted. Titles 6 and 8 as proposed for adoption are attached hereto and incorporated herein by reference.

Section 2. Upon adoption of this Supplemental Ordinance the titles and chapters of the 2021 Code so approved hereby shall supersede and replace all then existing general and permanent ordinances of the City to the extent included in such codified titles and chapters or to the extent such ordinances are inconsistent with the provisions of the titles and chapters so codified.

Section 3. All provisions of the Titles and Chapters of this Supplement to the 2021 Code adopted and codified

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

Section 5. the codification of any ordinances pursuant to the Adopting Ordinance and this Supplemental Adopting Ordinance are required by the City's Charter to be recorded in a well-bound book kept by the City Comptroller.

Section 6. Any such codified ordinances as maintained by the City Comptroller may be relied on by the City or any person and may be read in evidence in any court of this State, unless there is a bona fide dispute as to the meaning of any such ordinance being consistent with the Council's intent. In any such case, the City Attorney shall present such ordinance(s) to the Council for a determination of the consistency of the ordinance(s) with the Council's intent as appearing in the record of its proceedings and for any further action that the Council deems appropriate in accordance with its authority under City Charter § 361.

Section 7. Three (3) copies of the 2021 Code, as supplemented hereby, shall be kept on file in the

office of the comptroller preserved in loose-leaf form, or in such other form as the comptroller may consider most expedient. The comptroller is also authorized to contract with a nationally recognized legal code publication company for the official publication of the 2021 Code and supplements as approved by the Council. The comptroller is also authorized to contract with a nationally recognized legal code publication company for the unofficial republication of the 2021 Code and supplements as approved by the Council in electronic format.

Section 8. It shall be the express duty of the comptroller or someone authorized by him or her to insert in such copies and in their designated places all amendments or ordinances which the council has specifically codified and approved, from time to time, to be to made a part of the 2021 Code when the same have been printed or reprinted in page form, and to extract from such copies all provisions which may be from time to time repealed by the Council. Such copies shall be available for inspection in accordance with law by all persons desiring to examine the same.

Section 9. The provisions the 2021 Code as approved by the Council or any copy thereof which purports to be published and maintained, in written or electronic form, by authority of the City of Memphis shall be

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

Section 10. The provisions the 2021 Code as approved by the Council, or any copy thereof which purports to be published by authority of the City of Memphis, may be read and accepted in evidence in any court in this State without further proof of its passage.

Section 11. All ordinances or parts of ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

Section 12. Severability. The provisions of this Ordinance are hereby declared to be severable. If any of the sections, amendments, provisions, sentences, clauses, phrases, or parts hereof are held unconstitutional or void, the remainder of this Ordinance shall continue in full force and effect.

Section 13. Effective Date. The provisions of this Ordinance shall take effect from and after the date it shall have been passed by the Council, signed by the Chairman of the Council, certified and delivered to the Office of Mayor in writing by the comptroller and become effective as otherwise provided by law.

SPONSOR:
Carlisle

MARTAVIUS JONES
CHAIRMAN

Title 6 - BUSINESS LICENSES AND REGULATIONS

CHAPTER 1 HORSE-DRAWN CARRIAGES

DEFINITIONS

Sec. 6-1-1.

Definitions.

POWERS OF DIRECTOR—REGULATIONS

Sec. 6-1-2.

Rules and regulations of the director of police services relative to horse-drawn

Sec. 6-1-3.

City treasurer—Powers; appeal of decisions.

Sec. 6-1-4.

Duty of vehicle for hire inspectors to enforce chapter.

Sec. 6-1-5.

Certificate required; exceptions.

CERTIFICATION REQUIREMENTS

Sec. 6-1-6.

Application for certificate.

Sec. 6-1-7.

Standards for issuance of certificate.

Sec. 6-1-8.

Certificate issued to owner only.

Sec. 6-1-9.

Fee.

Sec. 6-1-10.

Business license.

Sec. 6-1-11.

Insurance.

Sec. 6-1-12.

Business to be conducted by certificate holder; agreement with drivers.

Sec. 6-1-13.

Increase in number of carriages after issuance; enlargement of authority.

Sec. 6-1-14.

Replacement of vehicles.

Sec. 6-1-15.

Accident reports.

Sec. 6-1-16.

Assignment or transfer of certificates.

Sec. 6-1-17.

Expiration and renewal of the certificate.

Sec. 6-1-18.

Fines, suspension and revocation of certificates.

Sec. 6-1-19.

Horse-drawn carriage stands—Use by other vehicles prohibited.

DRIVERS AND CONDUCTORS

Sec. 6-1-20.

Vehicle drivers.

Sec. 6-1-21.

Application for a driver's permit.

Sec. 6-1-22.

Application for a carriage driver's training permit.

Sec. 6-1-23.

Applicant to fill out identification questionnaire and be fingerprinted.

Sec. 6-1-24.

Investigation; issuance; not to issue to certain persons.

Sec. 6-1-25.

Notification of arrest or indictment.

Sec. 6-1-26.

Notification of company change of driver.

Sec. 6-1-27.

Permit fee.

Sec. 6-1-28.

Form, size, design and contents.

Sec. 6-1-29.

Possession of permit.

Sec. 6-1-30.

Expiration and renewal.

Sec. 6-1-31.

Fines, suspension and revocation of permit.

Sec. 6-1-32.

Unauthorized use of permit; defacing or removing permit.

Sec. 6-1-33.

Standards of appearance and conduct of drivers.

Sec. 6-1-34.

Total passengers in vehicle; carrying passengers on driver's seat prohibited.

Sec. 6-1-35.

Consent required for horse-drawn carriage driver to pick up additional passen

- Sec. 6-1-36. Drivers not to work more than 12 hours out of 24.
- Sec. 6-1-37. Solicitation of passengers by drivers; drivers to remain in or near carriage.
- Sec. 6-1-38. Drivers of horse-drawn carriages.

VEHICLES

- Sec. 6-1-39. Carriage safety equipment.
- Sec. 6-1-40. Television equipment.
- Sec. 6-1-41. Horse-drawn carriage maintenance.

CARE OF ANIMALS

- Sec. 6-1-42. Proper care of animals used for horse-drawn carriages for hire.
- Sec. 6-1-43. Conditions for horse-drawn carriages for hire.
- Sec. 6-1-44. Harnesses for horse-drawn carriages for hire.
- Sec. 6-1-45. Whip.
- Sec. 6-1-46. Food, water and exercise.
- Sec. 6-1-47. Stalls and stables.
- Sec. 6-1-48. Litter.
- Sec. 6-1-49. Immediate cleanup of waste products.

Title 8—ANIMALS

CHAPTER 8-1. DEFINITIONS

Sec. 8-1-1. Definitions.

CHAPTER 8-2. ANIMALS GENERALLY

Sec. 8-2-1. General maintenance requirements for animals and fowl.

Sec. 8-2-2. Running at large of livestock and fowl prohibited.

Sec. 8-2-3. Impoundment, redemption and disposition.

Sec. 8-2-4. Destruction of abandoned or neglected animals.

Sec. 8-2-5. Cruelty to animals.

Sec. 8-2-6. Trapping animals.

Sec. 8-2-7. Striking or hitting animal with moving vehicle.

Sec. 8-2-8. Killing birds—Prohibited generally.

Sec. 8-2-9. Killing birds-Removal of pigeons and birds from private, residential and commercial property.

Sec. 8-2-10. Keeping of livestock within 1,000 feet of residence or place of business.

Sec. 8-2-11. Disposal of animals.

Sec. 8-2-12. Unlawful to sell fowl as pets or novelties.

Sec. 8-2-13. Roadside sale of animals prohibited.

CHAPTER 8-3 MEMPHIS ANIMAL SHELTER

Sec. 8-3-1. Establishment and supervision.

Sec. 8-3-2. Business hours.

Sec. 8-3-3. Badges, uniforms and police power of shelter officers.

Sec. 8-3-4. Resisting or interfering with animal shelter employee.

Sec. 8-3-5. Animal shelter advisory committee—Creation.

Sec. 8-3-6. Animal shelter advisory committee—Chairperson and secretary.

Sec. 8-3-7. Animal shelter advisory committee—Rules and regulations.

Sec. 8-3-8. Animal shelter advisory committee—Powers and duties.

CHAPTER 8-4. DOGS AND CATS

Sec. 8-4-1. Evidence of ownership of animals.

Sec. 8-4-2. Dog license tags required—Fees—Exceptions—Cat rabies vaccination required.

Sec. 8-4-3. Examination for rabies.

Sec. 8-4-4. Kennel license fees.

Sec. 8-4-5. Duplicate dog licenses or tags.

Sec. 8-4-6. Dogs running at large.

Sec. 8-4-7. Impoundment and redemption of dogs.

Sec. 8-4-8. Adoption of animals.

Sec. 8-4-9. Defecation by dogs or cats.

Sec. 8-4-10. Adequate food, water, shelter, care and conditions—Defined—Penalties.

Sec. 8-16-11. Impoundment and redemption of cats.

CHAPTER 8-5. DANGEROUS AND VICIOUS ANIMALS

Sec. 8-5-1. Definitions.

- Sec. 8-5-2. Determination of dangerous/vicious dog or animal.
- Sec. 8-5-3. Dog or animal declared dangerous/vicious.
- Sec. 8-5-4. Duty of owner of dangerous/vicious dog or animal.
- Sec. 8-5-5. Surrender of dog or animal.
- Sec. 8-5-6. Unowned or abandoned dog or animal.
- Sec. 8-5-7. Dogs or animals not declared dangerous/vicious.
- Sec. 8-5-8. Exemptions.
- Sec. 8-5-9. Duties of animal control officer.
- Sec. 8-5-10. Violation—Penalty.
- Sec. 8-5-11. Guard dogs.
- CHAPTER 8-6. ENFORCEMENT
- Sec. 8-6-1. Official to designate special officers.
- Sec. 8-6-2. Issuance of ordinance summons.
- Sec. 8-6-3. Procedures applicable to summonses and animal citations.
- Sec. 8-6-4. Animal violation forfeiture schedule.
- Sec. 8-6-5. Limitation on action for violations—When action deemed commenced—Service of summons.
- Sec. 8-6-6. Dismissal or entering a nolle prosequi of citation/summonses not prohibited.
- Sec. 8-6-7. Aid and assistance.
- CHAPTER 8-7. MANDATORY SPAYING AND NEUTERING OF CATS AND DOGS
- Sec. 8-7-1. Spay and neuter requirement.
- Sec. 8-7-2. Owner.
- Sec. 8-7-3. Exemption for certain animals.
- Sec. 8-7-4. Fertile animal permits.
- Sec. 8-7-5. Enforcement.
- Sec. 8-7-6. Proof of compliance to enforcement agents, including ACOs.
- Sec. 8-7-7. Penalties.
- Sec. 8-7-8. Data.
- CHAPTER 8-8. CRUELTY TO ANIMALS
- Sec. 8-8-1. Cruelty to animals.
- Sec. 8-8-2. Cock and animal fighting.
- Sec. 8-8-3. Penalty.



RESOLUTION approving the final plat for:
220 Claybrook Street Apartments
and accepting Bond as security

WHEREAS, **CTLP, LLC.**, is the Developer of a certain property in the present limits of Memphis and located at 220 South Claybrook Street 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 **CTLP, 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 **220 Claybrook Street Apartments** are hereby approved.

BE IT FURTHER RESOLVED, that the proper official be and are hereby authorized to execute the attached standard improvement contract and accept **ARCH Insurance Company Performance Bond No. SU 1189682** in the amount of **\$39,300.00** as security for project.



RESOLUTION approving the Engineering plans for:
Storage World - Airways
and accepting Bond as security

WHEREAS, **Storage World, Inc.**, is the Developer of a certain property within the present limits of the City of Memphis, and located at 1699 Airways Blvd, 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 **Storage World, Inc.**, and the City of Memphis covering the public improvements as a part of developing the property; and

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

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the engineering plans for **Storage World - Airways** are hereby approved.

BE IT FURTHER RESOLVED, that the proper official be and are hereby authorized to execute the attached standard improvement contract and accept **Performance Bond No. GM224600** in the amount of **\$67,500.00** as security for project

Memphis City Council Summary Sheet for MLGW Items

1. Description of the Item

Resolution awarding a thirty-six-month purchase order to Neptune Technology Group, Inc., for water meters in the amount of \$3,184,544.10.

2. Additional Information

The water meters are used by Water Distribution to maintain the water system and for restoration projects throughout Memphis and Shelby County.

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of January 4, 2023 approved the purchase of water meters for a thirty-six (36) month period and is now recommending to the Council of the City of Memphis that it approves said purchase as approved in the 2023 fiscal year budget and subsequent budget years as approved; and

WHEREAS, the water meters are used by Water Distribution to maintain the water system and for restoration projects throughout Memphis and Shelby County; and

WHEREAS, bids were opened on September 28, 2022. Notice to Bidders was advertised. Five (5) bids were solicited, and two (2) bids were received with the lowest and best complying bidder being the firm of Neptune Technology Group, Inc. This award complies with all applicable laws and policies; and

NOW THEREFORE BE IT RESOLVED by the Council of the City of Memphis that there be and is hereby approved the purchase of water meters from Neptune Technology Group, Inc for the sum of \$1,192,197.50 chargeable to the MLGW 2023 fiscal year budget and the remaining balance of \$1,992,346.60 chargeable to subsequent budget years as approved.

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
January 4, 2023

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners that it awards a thirty-six (36) month purchase order to Neptune Technology Group, Inc. in the amount of \$3,184,544.10 for water meters.

The water meters are used by Water Distribution to maintain the water system and for restoration projects throughout Memphis and Shelby County.

Bids were opened on September 28, 2022. Notice to Bidders was advertised. Five (5) bids were solicited and two (2) bids were received with the lowest and best complying bidder being the firm of Neptune Technology Group, Inc. This award complies with all applicable laws and policies.

The 2023 budget amount for Customer Metering and Billing is \$1,922,000.00; of which \$1,192,197.50 will be spent on this purchase order in 2023; leaving a balance of \$1,992,346.60 to be charged to subsequent budget years as approved; and

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

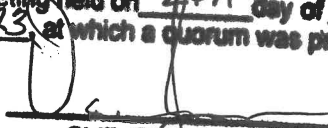
THAT, subject to the consent and approval of the Council of the City of Memphis, award of a thirty-six (36) month purchase order to Neptune Technology Group, Inc. is approved for furnishing:

Meter disc water 5/8" x 3/4" mag drive;
Meter disc water 1" mag drive;
Meter disc water 1 1/2" mag drive;
Meter disc water 2" mag drive;
Meter turbo water 2";
Meter compound water 3" x 3/4" mag drive;
Meter turbo water 3";

Meter compound water 4" x 1" mag drive;
Meter turbo water 4";
Meter fire water 6";
Meter turbo water 6";
Meter fire water 8";
Meter turbo water 8";
Meter fire water 10";
Meter turbo water 10";

Total award for thirty-six (36) month is \$3,184,544.10; f.o.b. Memphis, Tennessee, transportation prepaid; our dock; said prices being firm for first year; delivery 6 to 20 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 4th day of January 2023 at which a quorum was present.


SVP, CFO & CAO Secretary - Treasurer

Memphis City Council Summary Sheet for MLGW Items

1. Description of the Item

Resolution approving Change No. 4 to Contract No. 12013, MLGW Water Engineering & Operations Generator Maintenance and Repair with Cummins, Incorporated to ratify and renew the current contract in the funded amount of \$50,000.00. (This change is the fourth and final annual renewal terms for the period covering January 9, 2023, through January 8, 2024).

2. Additional Information

The project scope is to maintain and repair water plant generators, lift station generators, and emergency back-up generators at various MLGW Water Pumping and Lift Stations.

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of January 4, 2023 approved Change No. 4 to Contract No. 12013, MLGW Water Engineering & Operations Generator Maintenance and Repair with Cummins, Incorporated to ratify and renew the current contract in the funded amount of \$50,000.00, and is now recommending to the Council of the City of Memphis that it approves said ratification and renewal as approved; and

WHEREAS, the project scope is to maintain and repair water plant generators, lift station generators, and emergency back-up generators at various MLGW Water Pumping and Lift Stations. This change is to ratify and renew the current contract for the fourth and final annual renewal terms for the period covering January 9, 2023 through January 8, 2024 in the amount of \$50,000.00 due to ongoing maintenance and repairs of the generators. There is also a 23% increase in generator maintenance rates from the previous term resulting from escalating costs over the past two (2) years in oil, filters and radiator cleaner. This ratification and renewal complies with all applicable laws and policies. The new contract value is \$350,000.00; and

NOW THEREFORE BE IT RESOLVED BY THE Council of the City of Memphis, that there be and is hereby approved Change No. 4 to Contract No. 12013, MLGW Water Engineering & Operations Generator Maintenance and Repair with Cummins, Incorporated to ratify and renew the current contract in the funded amount of \$50,000.00 as approved.

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
January 4, 2023

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners the approval of Change No. 4 to Contract No. 12013, MLGW Water Engineering & Operations Generator Maintenance and Repair with Cummins, Incorporated to ratify and renew the current contract in the funded amount of \$50,000.00.

The project scope is to maintain and repair water plant generators, lift station generators, and emergency back-up generators at various MLGW Water Pumping and Lift Stations. This change is to ratify and renew the current contract for the fourth and final annual renewal terms for the period covering January 9, 2023 through January 8, 2024 in the amount of \$50,000.00 due to ongoing maintenance and repairs of the generators. There is also a 23% increase in generator maintenance rates from the previous term resulting from escalating costs over the past two (2) years in oil, filters and radiator cleaner. This ratification and renewal complies will all applicable laws and policies. The new contract value is \$350,000.00.

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. 4 to Contract No. 12013, MLGW Water Engineering & Operations Generator Maintenance and Repair with Cummins, Incorporated to ratify and renew the current contract in the funded amount of \$50,000.00, as outlined in the above preamble, is approved; and further

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

I hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Light, Gas and Water Commissioners at a regular -special- meeting held on 4th day of January 2023, at which a quorum was present.



SVP, CFO & CAO Secretary - Treasurer

Memphis City Council Summary Sheet for MLGW Items

1. Description of the Item

Resolution approving Change No. 1 to Contract No. 12379, 18 XXHP at Germantown Gate Station with T.D. Williamson (TDW) US, Incorporated to amend the original award amount to reflect an increase of \$73,382.71 due to material cost increases and contingency for unforeseen circumstances.

2. Additional Information

The project scope is to allow (TDW) US, Incorporated, as a sole source provider, to provide a 12-inch steel pipeline by-pass that is required to prevent interruption of natural gas services to MLGW customers during reconstruction of MLGW's Germantown Gate Station located at 2121 N. Germantown Road, Germantown, TN 38138.

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of January 4, 2023 approved Change No. 1 to Contract No. 12379, 18 XXHP at Germantown Gate Station with T.D. Williamson (TDW) US, Incorporated to amend the original award amount to reflect an increase of \$73,382.71, and is now recommending to the Council of the City of Memphis that it approves said amendment as approved; and

WHEREAS, the project scope is to allow (TDW) US, Inc., as a sole source provider, to provide a 12-inch steel pipeline by-pass that is required to prevent interruption of natural gas services to MLGW customers during reconstruction of MLGW's Germantown Gate Station located at 2121 N. Germantown Road, Germantown, TN 38138. This change is to increase the original award amount from \$398,475.40 to \$410,311.40. As a result of global escalation in the cost of raw materials, the award amount will be increased by 10% in the amount of \$11,836.00. In addition, MLGW is amending the awarded one (1) year term to reflect two (2) years from the date of the Notice to Proceed. This will allow MLGW to receive required materials which have an estimated lead time of 42 weeks. Lastly, MLGW is requesting a 15% contingency be added to the overall contract value in the amount of \$61,546.71 for any unforeseen circumstances. The total amount of this amendment is \$73,382.71. This amendment complies with all applicable laws and policies. The revised award amount will be \$471,858.11; and

NOW THEREFORE BE IT RESOLVED BY THE Council of the City of Memphis, that there be and is hereby approved Change No. 1 to Contract No. 12379, 18 XXHP at Germantown Gate Station with T.D. Williamson (TDW) US, Incorporated to amend the current award in the funded amount of \$73,382.71 as approved.

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
January 4, 2023

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners the approval of Change No. 1 to Contract No. 12379, 18 XXHP at Germantown Gate Station with T.D. Williamson (TDW) US, Incorporated to amend the original award amount to reflect an increase of \$73,382.71.

The project scope is to allow (TDW) US, Incorporated, as a sole source provider, to provide a 12-inch steel pipeline by-pass that is required to prevent interruption of natural gas services to MLGW customers during reconstruction of MLGW's Germantown Gate Station located at 2121 N. Germantown Road, Germantown, TN 38138. This change is to increase the original award amount from \$398,475.40 to \$410,311.40. As a result of global escalation in the cost of raw materials, the award amount will be increased by 10% in the amount of \$11,836.00. In addition, MLGW is amending the awarded one (1) year term to reflect two (2) years from the date of the Notice to Proceed. This will allow MLGW to receive required materials which have an estimated lead time of 42 weeks. Lastly, MLGW is requesting a 15% contingency be added to the overall contract value in the amount of \$61,546.71 for any unforeseen circumstances. The total amount of this amendment is \$73,382.71. This amendment complies with all applicable laws and policies. The revised award amount will be \$471,858.11.

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

THAT, the approval of Change No. 1 to Contract No. 12379, 18 XXHP at Germantown Gate Station with T.D. Williamson (TDW) US, Incorporated to amend the current contract in the funded amount of \$73,382.71, as outlined in the above preamble, is approved; and further

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

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 4th day of January, 2023, at which a quorum was present.



SVP, CFO & CAO Secretary - Treasurer

Memphis City Council Summary Sheet for MLGW Items

1. Description of the Item

Resolution approving Contract No. 12410 University of Memphis, on behalf of the Herff College of Engineering's Center for Applied Earth Science and Engineering Research (CAESER) for the authorization to pay for services, maintenance, and support of the current contract in the funded amount of \$1,625,000.00.

2. Additional Information

The project scope is to establish the terms and compensation for comprehensive aquifer protection and information programs for Memphis and Shelby County, Tennessee in the annual amount of \$325,000.00.

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting on December 21, 2022 approved Contract No. 12410, University of Memphis (University), on behalf of the Herff College of Engineering's Center for Applied Earth Science and Engineering Research (CAESER) for the ratification, renewal, change, and authorization to pay for services, maintenance, and support of the current contract in the funded amount of \$1,625,000.00, and is now recommending to the Council of the City of Memphis that it approves said ratification, renewal and payment authorization as approved; and

WHEREAS, the project scope is to establish the terms and compensation for comprehensive aquifer protection and information programs for Memphis and Shelby County, Tennessee in the amount of \$1,625,000.00. The term of this contract is for 60 months. The term of the contract is from January 1, 2023 to December 31, 2027. This change is to approve the annual renewal of University of Memphis (University), on behalf of the Herff College of Engineering's Center for Applied Earth Science and Engineering Research (CAESER) contract #12410 for the period January 1, 2023 to December 31, 2027 in the amount of \$1,625,000.00. The total amount of this payment authorization for services, maintenance, and support is \$1,625,000.00. MLGW is requesting continuous maintenance of MLGW's Wellhead Protection Plan, which can only be performed by the University of Memphis (University), on behalf of the Herff College of Engineering's Center for Applied Earth Science and Engineering Research (CAESER). This ratification, renewal, and payment authorization complies with all applicable laws and policies. The new contract value is \$1,625,000.00; and

NOW THEREFORE BE IT RESOLVED BY THE Council of the City of Memphis, that there be and is hereby approved Contract No. 12410, University of Memphis (University), on behalf of the Herff College of Engineering's Center for Applied Earth Science and Engineering Research (CAESER) to ratify, renew and payment authorization of the current contract in the funded amount of \$1,625,000.00 as approved.

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
January 4, 2023

The Vice-President of Engineering and Operations recommends to the Board of Light, Gas and Water Commissioners the approval of Contract No. 12410, University of Memphis (University), on behalf of the Herff College of Engineering's Center for Applied Earth Science and Engineering Research (CAESER) for the ratification, renewal, change and authorization to pay for services, maintenance, and support of the current contract in the funded amount of \$1,625,000.00.

The project scope is to establish the terms and compensation for comprehensive aquifer protection and information programs for Memphis and Shelby County, Tennessee in the annual amount of \$325,000.00. The term of this contract is for 60 months. This single source proposal complies with the State Statues and MLGW Policy. This award complies with all applicable laws and policies.

The 2023 budgeted amount for University of Memphis/Memphis Light, Gas and Water for CAESER research regarding groundwater and the aquifer system is \$325,000 per calendar year for the term of the agreement beginning on January 1, 2023, and continue through December 31, 2027.

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 Contract No. 12410, University of Memphis (University), on behalf of the Herff College of Engineering's Center for Applied Earth Science and Engineering Research (CAESER) for the ratification, renewal, change, and authorization to pay for services, maintenance, and support of the current contract in the funded amount of \$1,625,000.00, as outlined in the above preamble, is approved; and further

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

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 4th day of January, 2023, at which a quorum was present.



SVP, CFO & CAO Secretary - Treasurer

Summary Notes for Sale of 0 Castalia Street

Surplus property is being sold at 0 Castalia Street, Memphis TN. 38114 (Parcel ID 031094 00031), 0.206 Acres

Purchaser: Jack Whitaker, an adjacent property owner. They plan to extend the lot with the existing one to include an already existing driveway.

Council District 4 (Jana Swearngen-Washington)

Super District 8 (Smiley, Johnson, Jones, Johnson)

Price of \$300 was determined based on

the fact that the purchaser was going to bear the cost of all surveys and generation of legal descriptions for the property.

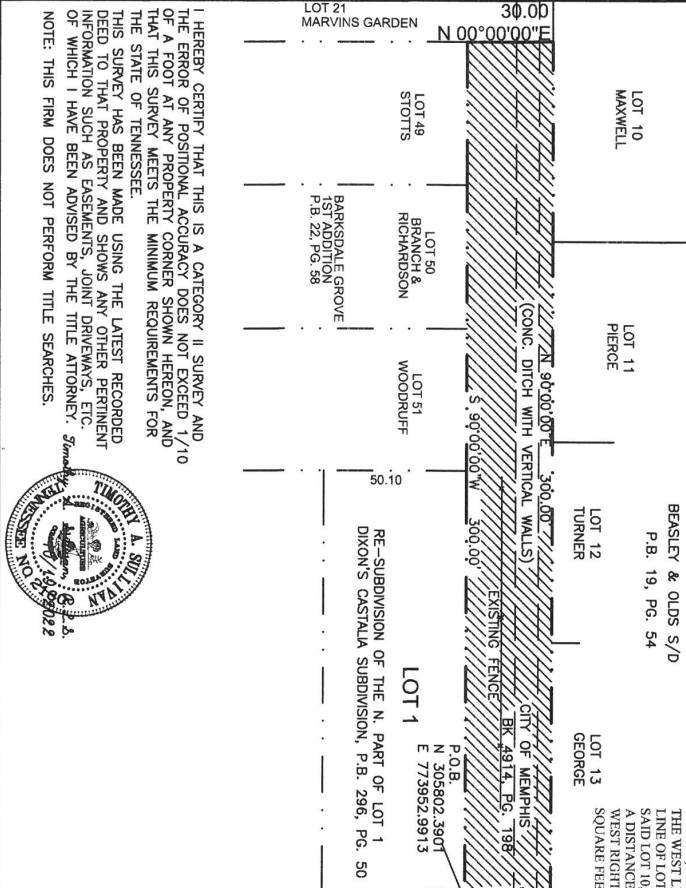
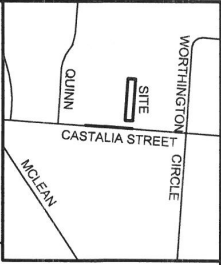
The adjoining property owner is purchasing the property because they realized that they were encroaching on City owned property. They consulted with Engineering and Planning & Development to get an understanding of their options. They chose the option to purchase the lot and provide the City with the easement to maintain the drainage culvert located on the parcel.

Requesting Council to approve the sale of 0 Castalia Avenue.

(SEE ATTACHED DOCUMENTATION FOR REFERENCE)

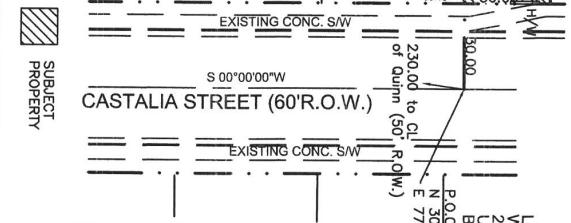


THIS PROPERTY IS NOT LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA PER FEMA FLOOD MAP # 47157C0430 F DATED SEPTEMBER 28, 2007 BFE: 240.0



LEGAL DESCRIPTION OF THE CITY OF MEMPHIS PROPERTY IDENTIFIED AS 0 CASTALIA AND RECORDED IN BOOK 40 PAGE 1800 TO BE SOLD BY CITY OF MEMPHIS TO JACK WHITAKER AND COMBINED WITH LOT 1, RE-SUBDIVISION PART OF LOT 1 DIXON'S CASTALIA SUBDIVISION (P.B. 296, PG. 50); PROPERTY BEING LOCATED IN MEMPHIS, SHELBY COUNTY, TENNESSEE AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT (N. 305.805.1797 E. 773982.8613) BEING A POINT IN THE CENTERLINE OF CASTALIA STREET (60 FOOT RIGHT-OF-WAY), 230.00 FEET NORTH OF THE CENTERLINE OF QUINN AVENUE (50 FOOT RIGHT-OF-WAY); THENCE LEAVING SAID CENTERLINE S. 90° 00' 00" W. A DISTANCE OF 30.00 FEET TO A POINT IN THE WEST RIGHT-OF-WAY OF CASTALIA, SAID POINT, ALSO BEING THE POINT OF BEGINNING (N. 305.802.3901 E. 773952.9913), SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID LOT 1, RE-SUBDIVISION OF THE N. PART OF LOT 1 DIXON'S CASTALIA SUBDIVISION; THENCE ALONG THE NORTH LINE OF SAID LOT 1 AND ALONG THE NORTH LINES OF LOTS 49, 50, AND 51 OF THE BARKSDALE GROVE SUBDIVISION, FIRST ADDITION (PLAT BOOK 22, PAGE 38) S 90° 00' 00" W. A DISTANCE OF 300.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 49; THENCE ALONG THE WEST LINE OF THE SUBJECT PROPERTY (PLAT BOOK 19, PAGE 54); THENCE ALONG THE SOUTH LINE OF SAID LOT 10, AND THE SOUTH LINES OF LOTS 11, 12, AND 13 OF SAID BEASLEY & OLDS SUBDIVISION N 90° 00' 00" E. A DISTANCE OF 300.00 FEET TO A POINT IN THE WEST RIGHT-OF-WAY OF CASTALIA STREET; THENCE ALONG SAID WEST RIGHT-OF-WAY S 0° 00' 00" W. A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 9000 SQUARE FEET OF LAND, MORE OR LESS.



LOT 36
WARFIELD SUBDIVISION
2ND ADDITION
UNRECORDED
BLACK

PREPARED BY:
THE ENGINEERING FIRM
OF STAGS, P.L.L.C.
BARILETTI, IN 38134
(901) 383-8668

DATE: 10.19.2022
SCALE: 1"=40'

PLAT NO. 1 OF 1
DIVISION OF ENGINEERING
0 CASTALIA
WARD 031, BLOCK 094, PARCEL 00031
**PURCHASE AGREEMENT
FROM CITY OF MEMPHIS
MEMPHIS, TENNESSEE**
SURVEY BY: BRAY DATE 10/2022 BOOK N/A
DRAFTSMAN: BRAY DATE 10/2022 SCALE 1"=40'
REVIEWED: DEPUTY CITY ENGINEER
REVIEWED: CITY ENGINEER

SHEET NO. 1 OF 08

I HEREBY CERTIFY THAT THIS IS A CATEGORY II SURVEY AND THE ERROR OF POSITIONAL ACCURACY DOES NOT EXCEED 1/10 OF A FOOT AT ANY PROPERTY CORNER SHOWN HEREON, AND THAT THIS SURVEY MEETS THE MINIMUM REQUIREMENTS FOR THE STATE OF TENNESSEE.

THIS SURVEY HAS BEEN MADE USING THE LATEST RECORDED DEED TO THAT PROPERTY AND SHOWS ANY OTHER PERTINENT INFORMATION SUCH AS EASEMENTS, JOINT DRIVEWAYS, ETC.

NOTE: THIS FIRM DOES NOT PERFORM TITLE SEARCHES.





**MEMPHIS AND
SHELBY COUNTY** **DIVISION OF PLANNING
AND DEVELOPMENT**

City Hall – 125 N. Main St., Ste. 468 – Memphis, Tennessee 38103 – (901)
636-6619

BOARD OF ADJUSTMENT NOTICE OF DISPOSITION

TO: Corwyn Smith
<Corwyn@memphisrenters.com> DATE: November 10, 2022
DOCKET: BOA 22-104
LOCATION: 1437 Castalia St.

On October 26, 2022, the Memphis and Shelby County Board of Adjustment **approved** your application requesting a use variance from Section 2.5.2 to allow a duplex at the above-referenced location, subject to the following conditions:

1. The applicant shall acquire the parcel to the north of 1437 Castalia St. The final plat of the Re- Subdivision of the N. Part of Lot 1 of Dixon’s Castalia Subdivision shall be re-recorded to effect the consolidation of said parcel into Lot 1 of said subdivision, as well as grant any necessary easements. The owner shall be responsible in perpetuity for maintaining all trees/landscaping in good health and any non-drainage-related improvements in good repair.
2. A minimum of four parking spaces shall be provided, including on-street parking.
3. The driveway shall have a maximum width of 16’ at the right-of-way. It shall extend a minimum of 20’ beyond the front façade of the house.
4. The parking pad in front of the house shall be removed and replaced with landscaping. No parking shall be allowed in the front yard.
5. Any new fencing shall receive a building permit. Wood fencing in the front yard may not exceed a height of 4’, and no fencing within a clear sight triangle may exceed a height of 3’.
6. A revised site plan demonstrating compliance with the above conditions may be required by staff.

Per Condition 6, staff has required a revised site plan. This site plan has not been received/approved as of writing.

Do not hesitate to reach out with any questions or comments. Please note that this variance will expire two years following its approval if the duplex has not yet been legally occupied by that time.



A Resolution approving the sale of a city owned property known as 0 Castalia Street, Memphis, TN 38114, Parcel ID# 031094 00031, 0.206 Acre Parcel

WHEREAS, the City of Memphis owns the property known as 0 Castalia Street, Memphis, TN 38106 (“The Property”) and is further identified by Shelby County Tax Assessor as Parcel # 031094 00031 containing 0.206 acres, more or less;

WHEREAS, the sale of the subject Parcel will increase the General Fund, generate tax revenue, and eliminate blight and maintenance costs for the City of Memphis;

WHEREAS, Jack Whitaker, an adjoining property owner, submitted an offer of Three Hundred Dollars (\$300.00) along with a Thirty Dollar (\$30.00) Earnest Money deposit to the City of Memphis Real Estate Office; and

WHEREAS, Jack Whitaker has consulted with City of Memphis Engineering Division and has agreed to provide surveys and legal descriptions of the parcel and the easement that will be retained by the City, and

WHEREAS, Jack Whitaker has agreed to grant the City with an easement on the parcel, and

WHEREAS, it is deemed to be in the best interest of the citizens of the City of Memphis and County of Shelby that this request be considered subject to the terms and conditions set forth in the Offer to Purchase and in City Ordinance 5637 section 2-16-1(E).

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Memphis that the offer made by Jack Whitaker for the above-described property is hereby accepted subject to the City Ordinance 5637, section 2-16-1 (E) which states in part, “The City real estate manager shall be authorized to convey property to a selected adjacent property owner, without the necessity of competitive bidding, for approval by the City Council with one reading, which reading shall be final.”

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

Summary Notes for Sale of 268 Bethel Avenue

Surplus property is being sold at 268 Bethel Avenue, Memphis TN. 38114 (Parcel ID 031094 00031), 0.119 Acres

Purchaser: Community Redevelopment Agency (CRA). CRA endeavors to redevelop these parcels for the betterment of the communities in the Uptown neighborhood and would like to acquire all interest in the aforementioned City-owned parcel.

Council District 7 (Michalyn Easter-Thomas)

Super District 8 (Smiley, Johnson, Jones, Johnson)

Price of \$8,500 was determined based on a Market Value Appraisal

Requesting Council to approve the sale of 268 Bethel Avenue.

(SEE ATTACHED DOCUMENTATION FOR REFERENCE)



AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT (“Agreement”) FOR SALE AND PURCHASE OF REAL PROPERTY made and entered into as of the _____ day of _____ 2022, by and between **The City of Memphis, (“Seller”)** and **Memphis and Shelby County Community Redevelopment Agency (“Purchaser”)**

WHEREAS, the Seller has agreed to sell, and the Purchaser has agreed to purchase, the property known as 268 Bethel, located in Memphis, Shelby County, Tennessee 38107 (the “Property”).

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, the parties hereto, tending to be legally bound, covenant and agree as follows:

1. SALES AND PURCHASE. Subject to the approval of the Memphis City Council, Seller does hereby covenant and agree to sell and convey the Property and all improvements, together with all appurtenances and hereditaments thereon or attached thereto, by good and sufficient Quit Claim Deed, to Purchaser and Purchaser covenants and agrees to purchase and accept the Property on the terms provided for herein.

1.1 Earnest Money. Eight Hundred Fifty and 00/100. (\$850.00) (Certified/Cashier’s Check, Money Order or Cash) to be applied on Purchase Price at closing.

2. TERMS OF PURCHASE. The purchase and sale to be effected in accordance with the provisions of the Agreement shall be on the following terms:

2.1 Effective Date. The effective date (herein called "Effective Date") shall be the date of execution by all parties to the Agreement as entered above.

2.2 Purchase Price. The price for the purchase and sell of the Property shall be Eight Thousand Five Hundred Dollars (\$8,500.00) which is the Fair Market Value as determined by an MAI Appraiser approved by the City of Memphis payable as cash at closing.

2.3 Prorations and Closing Expenses.

(a) Purchaser and Seller to pay for their respective closing costs.

(b) All ad valorem taxes are to be prorated as of the Closing Date.

2.4 Closing Attorney. Monice Hagler at Hagler Law Group, PLLC, 2650 Thousand Oaks Blvd., Suite 2140, Memphis, TN 38118.

2.5 Closing Date. The closing shall occur on or before February 30, 2022.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS OF PURCHASER AND SELLER.

3.1 Authority. Seller warrants that it will has the full right, power and authority to enter into this Agreement and to perform its obligations hereunder if all conditions precedents are satisfied or waived. Purchaser represents and warrants to Seller that Purchaser has the full right, power and authority to enter into this Agreement and to perform its obligations hereunder if all conditions precedents are satisfied or waived.

3.2 Title. (a) Seller further warrants and represents to Purchaser, its successors, assigns and nominees that Seller will at Closing convey to Purchaser, or its designee, fee simple title to the Property by Quit Claim Deed, free and clear of all encumbrances, liens or defects of record in title.

3.3 Possession. Seller further covenants, warrants, and represents to Purchaser that, physical possession of the Property will be delivered to Purchaser no later than three days after closing.

3.4 “As Is” Conveyance. Seller makes no warranties regarding the condition of the property and Purchaser and Seller acknowledge that the property will transfer as is.

4. DEFAULT AND REMEDIES. In the event any party hereto shall fail to pay, perform, or observe any of the covenants undertaken by it herein to be paid, performed, or observed, then such party shall be deemed to be in default with respect hereto and subject to the remedies at law for such breach.

5. MISCELLANEOUS.

5.1 Entire Agreement; Interpretation. This Agreement represents the entire agreement between the parties hereto and there are no collateral or oral agreements or understandings. This Agreement shall not be modified in any manner except by an instrument in writing executed by the parties.

5.2 Governing Law. This instrument shall be governed by and construed in accordance with the laws of the State of Tennessee.

5.3 Broker and Commissions. Seller and Purchaser represent and warrant each to other that it has not employed or retained any broker, agent, or other finder with respect to this Agreement.

6. SPECIAL CIRCUMSTANCES. None

7. DUE DILIGENCE. Purchaser shall have twenty (20) days to complete all due diligence necessary for the Purchaser to determine in their sole discretion that the sale is feasible. Purchaser shall not conduct destructive testing or disturb the condition of the property. Purchaser shall be responsible for any and all costs incurred during the Due Diligence period.

8. NOTICES. All Notices shall be in writing and delivered to the address set forth beneath by prepaid overnight delivery or U.S. postal service, postage pre-paid, certified or registered mail, return receipt requested and deemed received on the date confirmed by such overnight delivery service or on the date of receipt card.

Purchaser: City of Memphis and Shelby County
Community Redevelopment Agency
Attn: Rosalyn Willis, President
850 N. Manassas
Memphis, Tennessee 38107

Seller: City of Memphis
Attn: Real Estate Manager
125 N. Main St.
Memphis, Tennessee, 38103

With a copy to: City Attorney
125 N. Main St.
Memphis, Tennessee, 38103

With a copy to: Hagler Law Group, PLLC
Attn: Monice Hagler
2650 Thousand Oaks Blvd. Suite 2140
Memphis, Tennessee, 38103

9. COUNTERPARTS. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

SIGNATURES FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first written above.

PURCHASER:

**MEMPHIS AND SHELBY COUNTY
COMMUNITY REDEVELOPMENT AGENCY**

SELLER:

THE CITY OF MEMPHIS

By: _____

Mckinley Martin, Jr.

Title: Chairman

By: _____

Jim Strickland, Mayor

Approved As To Form:

City Attorney

General Services Director

Real Estate Manager



City Council Resolution

A Resolution requesting the City of Memphis to transfer its ownership rights and interest of the parcel located at 268 Bethel Avenue, parcel # 022029 00011 in the Uptown TIF zone to the Community Redevelopment Agency

Whereas the City of Memphis is the owner of Parcel ID #022029 00011;

Whereas the Community Redevelopment Agency (CRA) works with communities to address blight and provide affordable housing through the use of the Tax Increment Financing (TIF) tool;


Whereas the CRA endeavors to redevelop these parcels for the betterment of the communities in the Uptown neighborhood and would like to acquire all interest in the aforementioned City-owned parcels;

Whereas the CRA has requested that the City of Memphis transfer its interest in Parcel ID #022029 00011; 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 exchange be accepted subject to City Ordinance 2-16(F);

Now, therefore, be it resolved, by the Council of the City of Memphis that the request made by the Community Redevelopment Agency (CRA) for the above described property be hereby accepted subject to the City Ordinance 2-16(F) which states in part, " Property acquired by the city for redevelopment purposes may be conveyed upon such terms and conditions as it deems proper and without regard to the conveyance procedure outlined in subsection A of this section, upon passage of a resolution authorizing such sale or conveyance by the city council upon first reading, which reading shall be final."

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

	Client File #: Memphis HCD	Appraisal File #: Bethel - 268
	<h1>Appraisal Report • Land</h1>	
	Appraisal Company: Trotz Real Estate Services, Inc.	
	Address: 4709 Spottswood Avenue, Memphis, TN 38117	
Phone: 901-683-7373 ex 101 Fax: 901-761-0079		Website: www.trotzrealestate.com
Appraiser: Eric A. Trotz, MAI, AI-GRS, GAA	Co-Appraiser:	
AI Membership (if any): <input type="checkbox"/> SRA <input checked="" type="checkbox"/> MAI <input type="checkbox"/> SRPA <input checked="" type="checkbox"/> AI-GRS <input type="checkbox"/> AI-RRS	AI Membership (if any): <input type="checkbox"/> SRA <input type="checkbox"/> MAI <input type="checkbox"/> SRPA <input type="checkbox"/> AI-GRS <input type="checkbox"/> AI-RRS	
AI Affiliation (if any): <input type="checkbox"/> Candidate for Designation <input type="checkbox"/> Practicing Affiliate	AI Affiliation (if any): <input type="checkbox"/> Candidate for Designation <input type="checkbox"/> Practicing Affiliate	
Other Professional Affiliation: MAAR; TR; NAR	Other Professional Affiliation:	
E-mail: etrotz@trotzrealestate.com	E-mail:	
Client: Marcus D. Ward, PLLC c/o Marcus D. Ward, atty.	Contact: Mr. Marcus D. Ward, atty.	
Address: 3385 Airways Boulevard, Suite 229, Memphis, TN 38116		
Phone: 901-347-3978	Fax: 901-800-1927	E-mail: mdward@mdwplc.com
SUBJECT PROPERTY IDENTIFICATION		
Address: 268 Bethel Avenue		
City: Memphis	County: Shelby	State: TN ZIP: 38107
Legal Description: No title work was provided to the appraiser. It is recommended that the client obtain a current legal description of the subject property.		
Tax Parcel #: 022029 00011	RE Taxes: \$0	Tax Year: 2021
Use of the Real Estate As of the Date of Value:	Vacant Lot	
Use of the Real Estate Reflected in the Appraisal:	Vacant Lot	
Opinion of highest and best use (if required):	Vacant Lot	
SUBJECT PROPERTY HISTORY		
Owner of Record: City of Memphis, Division of Housing and Community Development		
Description and analysis of sales within 3 years (minimum) prior to effective date of value: The most recent transaction that the appraiser is aware of occurred on May 29, 2007 for \$10.00 per instrument number 07090305, as recorded in the Shelby County Register's Office.		
Description and analysis of agreements of sale (contracts), listings, and options: The appraiser is not aware of any current listing, sale contract or option on the subject property as of the date of valuation.		
RECONCILIATIONS AND CONCLUSIONS		
Indication of Value by Sales Comparison Approach	\$ 8,500	
Indication of Value by Cost Approach	\$ Not applicable to assignment	
Indication of Value by Income Approach	\$ Not applicable to assignment	
Final Reconciliation of the Methods and Approaches to Value:	See Supplemental Addendum.	
Opinion of Value as of: 9/12/21	\$ 8,500	
Exposure Time: Twelve to twenty-four months. See Supplemental Addendum.		
The above opinion is subject to: <input type="checkbox"/> Hypothetical Conditions and/or <input type="checkbox"/> Extraordinary Assumptions cited on the following page.		

*NOTICE: The Appraisal Institute publishes this form for use by appraisers where the appraiser deems use of the form appropriate. Depending on the assignment, the appraiser may need to provide additional data, analysis and work product not called for in this form. The Appraisal Institute makes no representations, warranties or guarantees as to, and assumes no responsibility for, the data, analysis or work product, or third party certifications, verifications, data specifications, scores, indexes, or valuation tools, used or provided by the individual appraiser(s) or others in the specific contents of the AI Reports®. AI Reports® AI-120.05 Appraisal Report - Land© Appraisal Institute 2017, All Rights Reserved June 2017

Client:	Marcus D. Ward, PLLC c/o Marcus D. Ward, atty.	Client File #:	Memphis HCD
Subject Property:	268 Bethel Avenue, Memphis, TN 38107	Appraisal File #:	Bethel - 268

ASSIGNMENT PARAMETERS

Intended User(s): **Marcus D. Ward, atty.**

Intended Use: Proposed acquisition.

This report is not intended by the appraiser for any other use or by any other user.

Type of Value: **Market Value** Effective Date of Value: **9/12/21**

Interest Appraised: Fee Simple Leasehold Other

Hypothetical Conditions: (A hypothetical condition is that which is contrary to what exists, but is asserted by the appraiser for the purpose of analysis. Any hypothetical condition may affect the assignment results.) **None**

Extraordinary Assumptions: (An extraordinary assumption is directly related to a specific assignment and presumes uncertain information to be factual. If found to be false this assumption could alter the appraiser's opinions or conclusions. Any extraordinary assumption may affect the assignment results.) **None**

This is an Appraisal Report in accordance with Standard Rule 2-2(a) of the Uniform Standard of Professional Appraisal Practice (USPAP).

SCOPE OF WORK

Definition: The scope of work is the type and extent of research and analysis in an assignment. Scope of work includes the extent to which the property is identified, the extent to which tangible property is inspected, the type and extent of data research, and the type and extent of analysis applied to arrive at credible opinions or conclusions. The specific scope of work for this assignment is identified below and throughout this report.

Scope of Subject Property Inspection/Data Sources Utilized	Approaches to Value Developed
<p>Appraiser Property Inspection: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Date of Inspection: 9/12/21 Describe Scope of Property Inspection, Source of Area Calculations and Data Sources Consulted: Chandler Reports, MAARdata, and the MAAR Multiple Listing Service (MLS)</p>	<p>Cost Approach: <input type="checkbox"/> Is necessary for credible results and is developed in this analysis <input checked="" type="checkbox"/> Is not necessary for credible results; not developed in this analysis <input type="checkbox"/> Is not necessary for credible results but is developed in this analysis</p>
<p>Co-Appraiser Property Inspection: <input type="checkbox"/> Yes <input type="checkbox"/> No Date of Inspection: Describe Scope of Property Inspection, Source of Area Calculations and Data Sources Consulted:</p>	<p>Sales Comparison Approach: <input checked="" type="checkbox"/> Is necessary for credible results and is developed in this analysis <input type="checkbox"/> Is not necessary for credible results; not developed in this analysis <input type="checkbox"/> Is not necessary for credible results but is developed in this analysis</p>
	<p>Income Approach: <input type="checkbox"/> Is necessary for credible results and is developed in this analysis <input checked="" type="checkbox"/> Is not necessary for credible results; not developed in this analysis <input type="checkbox"/> Is not necessary for credible results but is developed in this analysis</p>

Additional Scope of Work Comments: **See Supplemental Addendum.**

Significant Real Property Appraisal Assistance: None Disclose Name(s) and contribution:

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Client:	Marcus D. Ward, PLLC c/o Marcus D. Ward, atty.	Client File #:	Memphis HCD
Subject Property:	268 Bethel Avenue, Memphis, TN 38107	Appraisal File #:	Bethel - 268

MARKET AREA ANALYSIS

Location <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Suburban <input type="checkbox"/> Rural	Built Up <input type="checkbox"/> Under 25% <input type="checkbox"/> 25-75% <input checked="" type="checkbox"/> Over 75%	Growth <input type="checkbox"/> Rapid <input type="checkbox"/> Stable <input checked="" type="checkbox"/> Slow	Supply & Demand <input type="checkbox"/> Shortage <input checked="" type="checkbox"/> In Balance <input type="checkbox"/> Over Supply	Value Trend <input type="checkbox"/> Increasing <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Decreasing	Typical Marketing Time <input type="checkbox"/> Under 3 Months <input type="checkbox"/> 3-6 Months <input checked="" type="checkbox"/> Over 6 Months
Neighborhood Single Family Profile Price: \$5,000 Age: New \$800,000 Low 90 \$50,000 High 60 Predominant		Neighborhood Land Use 1 Family 35% Commercial 15% Condo % Vacant 10% Multifamily 15% Industrial 25%		Neighborhood Name: Bethel PUD <input type="checkbox"/> Condo <input type="checkbox"/> HOA: \$ / Amenities:	

Market area description and characteristics: The subject immediate neighborhood is located approximately 1.1 miles north of the Downtown Memphis Central Business District (CBD). This neighborhood is an older inner city area which consists primarily of older industrial uses to the north, and residential, mixed use or vacant properties to the south. This location is one of Memphis' first industrial and residential areas and many of the improved structures, some of which are now vacant and dilapidated, were constructed between 1940 and 1970. The subject area is located in close proximity to the north end of downtown Memphis which is the home of Mud Island, Bass Pro at the Pyramid, St. Jude Children's Research Hospital, the Pinch District and the Snuff District. This area is easily accessed from all directions, and convenience from this neighborhood to other areas of the city is good. The general appearance of most properties ranges from poor to average, with fair being predominant. For the most part the immediate subject area has experienced significant economic decline for several decades and has been an area of significant blight. There are many vacant lots in the immediate and general vicinity where houses and commercial properties once stood. There are some new houses in the immediate vicinity of the subject property. There are several groups at the current time that are interested in saving this neighborhood including various affiliates of the City of Memphis. For additional information please see the Market Data Brochure dated April 7, 2020.

SITE ANALYSIS

Dimensions: 49.25' x 105'/106'	Area: 0.1193 Acres or 5,196 Square Feet
View: Corner Lot	Shape: Rectangular
Drainage: Appears Adequate	Utility: Average
Site Similarity/Conformity To Neighborhood	Zoning/Deed Restriction
Size: <input type="checkbox"/> Smaller than Typical <input checked="" type="checkbox"/> Typical <input type="checkbox"/> Larger than Typical	View: <input type="checkbox"/> Favorable <input checked="" type="checkbox"/> Typical <input type="checkbox"/> Less than Favorable
Zoning: MU (NC) - Mixed Use (Neighborhood Center) <input checked="" type="checkbox"/> Legal <input type="checkbox"/> No zoning <input type="checkbox"/> Legal, non-conforming <input type="checkbox"/> Illegal	Covenants, Condition & Restrictions <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Unknown Documents Reviewed <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Ground Rent \$ /
Utilities	Off Site Improvements
Electric <input checked="" type="checkbox"/> Public <input type="checkbox"/> Other Gas <input checked="" type="checkbox"/> Public <input type="checkbox"/> Other Water <input checked="" type="checkbox"/> Public <input type="checkbox"/> Other Sewer <input checked="" type="checkbox"/> Public <input type="checkbox"/> Other	Street <input checked="" type="checkbox"/> Public <input type="checkbox"/> Private Paved asphalt Alley <input checked="" type="checkbox"/> Public <input type="checkbox"/> Private Muster Alley - paved Sidewalk <input checked="" type="checkbox"/> Public <input type="checkbox"/> Private Poured concrete Street Lights <input checked="" type="checkbox"/> Public <input type="checkbox"/> Private Standard pole

Site description and characteristics: The subject site is typical of the majority of MU lots within this neighborhood. The subject's zoning also includes a Neighborhood Center overlay in which the first floor of new development shall be used for retail, office and service uses. Buildings within the Neighborhood Center overlay may be one story in height. As per FEMA Flood Insurance Rate Map No. 47157C0270F, dated September 28, 2007, the subject property does not appear to be situated within a flood hazard area. This is a flood category determination only and not a flood zone certification. There are no easements or restrictions known to exist that would effect the subject property site. However, it should be noted that a full site evaluation could be more accurately addressed by a qualified professional such as a civil engineer or surveyor. Surrounding uses of the subject property are as follows: North - vacant lots; South - parking pad for residential home; East - Minny Mart neighborhood market; West - vacant lot. The older chain link fencing, poured concrete steps, and trees that are in poor condition, do not add any value to the subject property.

HIGHEST AND BEST USE ANALYSIS

<input checked="" type="checkbox"/> Present Use <input type="checkbox"/> Proposed Use <input type="checkbox"/> Other
Summary of highest and best use analysis: A full-scale highest and best use analysis was not warranted to solve the appraisal problem. The highest and best use as if vacant is to remain vacant. Since there are no improvements present, the highest and best use analysis as if improved would not be warranted. The above conclusion is based on the subject's legal permissibility, physically possible use, financial feasibility and maximum productivity.

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Client:	Marcus D. Ward, PLLC c/o Marcus D. Ward, atty.	Client File #:	Memphis HCD
Subject Property:	268 Bethel Avenue, Memphis, TN 38107	Appraisal File #:	Bethel - 268

SITE VALUATION

Site Valuation Methodology

- Sales Comparison Approach:** A set of procedures in which a value indication is derived by comparing the property being appraised to similar properties that have been sold recently, then applying appropriate units of comparison and making adjustments to the sale prices of the comparables based on the elements of comparison. The sales comparison approach may be used to value improved properties, vacant land, or land being considered as though vacant; it is the most common and preferred method of land valuation when an adequate supply of comparable sales are available.
- Market Extraction:** A method of estimating land value in which the depreciated cost of the improvements on the improved property is estimated and deducted from the total sale price to arrive at an estimated sale price for the land; most effective when the improvements contribute little to the total sale price of the property.
- Alternative Method:** (Describe methodology and rationale)

Site Valuation

ITEM	SUBJECT	COMPARISON 1	COMPARISON 2	COMPARISON 3
Address	268 Bethel Avenue Memphis, TN 38107	629 Alabama Avenue Memphis, TN 38105	0 Jackson Avenue Memphis, TN 38105	226 N. Manassas Street Memphis, TN 38105
Proximity to Subject		1.3 miles south	1.1 miles southeast	1.6 miles southeast
Data Source/ Verification		CRS Data; Review Deed; Chandler; Buyer	CRS Data; Review Deed; Chandler; Buyer	CRS Data; Review Deed; MLS; Agent
Sales Price	\$ N/A	\$ 6,667	\$ 7,500	\$ 15,000
Price / Lot	\$ N/A	\$ 6,667	\$ 7,500	\$ 15,000
Sale Date	N/A	4/8/21	11/10/20	9/30/20
Location	Bethel	Alabama	Jackson	Manassas
Site Size	0.1193 Acres	0.06 Acres +6,600	0.14 Acres -1,100	0.225 Acres -7,000
Site View	Corner Lot	Inside Lot	Inside Lot	Inside Lot
Site Improvements	None	None	None	None
Conditions of Sale	Normal	Buyer -3,000	Normal	Seller +3,750
Topography	Level	Level	Level	Level
Net Adjustment		<input checked="" type="checkbox"/> + <input type="checkbox"/> - \$ 3,600	<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ -1,100	<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ -5,250
Indicated Value		Net Adj. 54.0 % Gross Adj. 144.0 % \$ 10,267	Net Adj. 14.7 % Gross Adj. 14.7 % \$ 6,400	Net Adj. 35 % Gross Adj. 85 % \$ 9,750
Prior Transfer History	N/A	No sales within the past three years	No sales within the past three years	No sales within the past three years

Site Valuation Comments: Generally, numerous sales of exact identical properties do not sell within a limited time frame or within a certain short period of time. Therefore, in choosing comparable sales, those comparables having the best combination of the following characteristics were chosen: 1) properties most similar to the subject with regard to physical characteristics, zoning, and tenant or owner-occupant use profiles; 2) properties in the same neighborhood as the subject, or similar competing neighborhood, which cater to the same market; and 3) properties that have most recently been sold.

Site Valuation Reconciliation: See Supplemental Addendum.

Opinion of Site Value **\$ 8,500**

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Supplemental Addendum

File No. Bethel - 268

Appraiser	Eric A. Trotz, MAI, AI-GRS, GAA				
Property Address	268 Bethel Avenue				
City	Memphis	County	Shelby	State	TN Zip Code 38107
Client	Marcus D. Ward, PLLC c/o Marcus D. Ward, atty.				

Purpose of the Appraisal

The purpose of this appraisal is to develop an opinion of the market value of the fee simple estate of the subject property, in terms equivalent to cash, as of September 12, 2021, which is the date of the appraiser's inspection.

This appraisal incorporates the Market Data Brochure (MDB) for this project dated April 7, 2020, as well as any updates to the brochure. The appraisal report and MDB set forth the data, research, analysis and conclusions for this appraisal. It should be noted that this report cannot be understood properly without having reviewed the MDB.

Final Reconciliation of the Methods and Approaches to Value

When more than one valuation approach is applied, each approach typically results in a different indication of value. Therefore, if two or more approaches are used, the appraiser must reconcile the different value conclusions. Reconciliation is the analysis of alternative value indications to determine a final value conclusion. Reconciliation includes a review of the entire valuation process that would consider the validity, consistency, and authenticity of data found. Reconciliation also involves the appraiser weighing the relative significance, applicability, strengths and weaknesses, and defensibility of each value indication.

For this appraisal, final reconciliation was not necessary as only the sales comparison approach was used to estimate the market value of the subject property.

In the subject's neighborhood, the sales comparison approach is the most common method of valuing vacant lots. This approach assumes that an informed purchaser would pay no more for a property than the cost of acquiring another existing property with the same utility. The sales comparison approach is the process whereby an estimate of market value is derived by analyzing the market for similar properties and comparing these properties to the subject. In this approach, data on comparable property sales is gathered and analyzed. Price adjustments are made to comparable properties for the elements of comparison that affect value. The sales used are considered to be the most reliable comparables present out of others which were also considered. The income approach is most applicable when a bona fide rental is currently in place and there is sufficient market data from competitive rentals to indicate a likely net income. The subject property is not currently being rented and there is no data present for rentals of this type of property. Therefore, the income approach would not be applicable. There are no improvements present. Therefore, the cost approach would not be applicable to this assignment.

Exposure Time

Exposure time is the estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. Exposure time is a retrospective opinion based on an analysis of past events assuming a competitive and open market. Exposure time assumes that an adequate, sufficient, and reasonable effort and a professional marketing plan would have been employed by the property owner.

Supplemental Addendum

File No. Bethel - 268

Appraiser	Eric A. Trotz, MAI, AI-GRS, GAA				
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City	Memphis	County	Shelby	State	TN Zip Code 38107
Client	Marcus D. Ward, PLLC c/o Marcus D. Ward, atty.				

Scope of Work Comments

Per USPAP, a personal inspection is defined as "a physical observation performed to assist in identifying relevant property characteristics in a valuation service." An appraiser's inspection is typically limited to those things readily observable without the use of special testing or equipment. Appraisals of some types of property, such as gems and jewelry, may require the use of specialized equipment. An inspection by an appraiser is not the equivalent of an inspection by an inspection professional (e.g., a structural engineer, home inspector, or art conservator). My inspection as noted in the Scope of Work consisted of a curbside USPAP defined appraisal inspection of the subject property. No environmental assessment of the subject property was made. I did not perform a survey or prepare a title search; however, there are no apparent easements, encroachments or adverse site conditions present at the subject property of which I am aware. Based on this limited observation, should the client determine that a full site inspection is needed, it is recommended that the services of an engineer or professional surveyor be employed to accurately ascertain the site conditions of the subject property. In addition to inspecting the subject property, the major scope of work items that pertain to this assignment, at a minimum, include: identification of the subject property; determined and performed the scope of work necessary to develop credible assignment results; identification of the client; identification of the problem to be solved, the intended user(s) and the intended use; identification of property characteristics that are relevant to the assignment (e.g. interest valued, physical and legal characteristics); identification of assignment conditions (hypothetical conditions or extraordinary assumptions); researched public records and available market data, and collected factual information about the subject and surrounding market; developed an opinion of the highest and best use of the real estate; researched Chandler Reports, LLC, MAARdata and the Multiple Listing Service (MLS) for comparable sales information; a drive-by curbside observation was made of all comparable sales; analyzed market information and reconciled data to reach a conclusion of market value; prepared an Appraisal Report in compliance with USPAP and the *Code of Professional Ethics and Standards of Professional Practice* of the Appraisal Institute.

Site Valuation Reconciliation

All sales were adjusted under the site size category to reflect size differences between the comparable sales and the subject property. Sale No. 1 is a very small lot which has limited usability; however, this lot could be assembled with the lots on either side to create a better overall property. The sale price is inflated due to circumstances surrounding this sale. Therefore, a downward adjustment was necessary due to conditions of sale which involved buyer motivation - Sale No. 2 was previously acquired on June 4, 2016 for \$1,000 in a resale of a Shelby County delinquent tax property. Besides the site size adjustment, no further adjustments were necessary. Sale No. 3 was previously acquired on March 23, 2017 for \$1,500 in a resale of a Shelby County delinquent tax property. Its location is superior to the subject property and a downward adjustment was necessary due to superior location. Per the agent, the seller sold this property at a discount in order to facilitate a quick sale. Therefore, an upward adjustment was necessary due to conditions of sale which included seller motivation.

In the reconciliation phase, consideration was given to Sale No. 1 due to its recent date of sale. However, that sale is weakened due to the buyer motivation present and the very small site size which inflated the unit price paid. Sale No. 2 was given consideration due to its similar site size. However, the unit price paid lies towards the lower portion of MU land prices and this sale is somewhat weakened due to that characteristic. Sale No. 3 was given consideration due to its good sale confirmation; however, this sale is weakened by its much larger site size as compared to the subject property. Additional consideration was given to other recent neighborhood sales of similar land as compared to the subject property including the

Supplemental Addendum

File No. Bethel - 268

Appraiser	Eric A. Trotz, MAI, AI-GRS, GAA				
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July 24, 2020 sale located in the immediate area at the southwest corner of N. Sixth Street and Chelsea Avenue which transacted at \$10,000, or \$1.35 per square foot. This is an older sale which would have a lower unit value as compared to the subject property.

Considering all relevant factors, it has been estimated that the market value of the subject property would lie towards the middle portion of the final adjusted range, or \$8,500.

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Subject Property:	268 Bethel Avenue, Memphis, TN 38107	Appraisal File #:	Bethel - 268

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal is subject to the following assumptions and limiting conditions:

- This report is prepared using forms developed and copyrighted by the Appraisal Institute. However, the content, analyses, and opinions set forth in this report are the sole product of the appraiser. The Appraisal Institute is not liable for any of the content, analyses, or opinions set forth herein.
- No responsibility is assumed for matters legal in character or nature. No opinion is rendered as to title, which is assumed to be good and marketable. All existing liens, encumbrances, and assessments have been disregarded, unless otherwise noted, and the property is appraised as though free and clear, having responsible ownership and competent management.
- I have examined the property described herein exclusively for the purposes of identification and description of the real property. The objective of my data collection is to develop an opinion of the highest and best use of the subject property and make meaningful comparisons in the valuation of the property. The appraiser's observations and reporting of the subject improvements are for the appraisal process and valuation purposes only and should not be considered as a warranty of any component of the property. This appraisal assumes (unless otherwise specifically stated) that the subject is structurally sound and all components are in working condition.
- I will not be required to give testimony or appear in court because of having made an appraisal of the property in question, unless specific arrangements to do so have been made in advance, or as otherwise required by law.
- I have noted in this appraisal report any significant adverse conditions (such as needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) discovered during the data collection process in performing the appraisal. Unless otherwise stated in this appraisal report, I have no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and have assumed that there are no such conditions and make no guarantees or warranties, express or implied. I will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because I am not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable public and/or private sources that I believe to be true and correct.
- I will not disclose the contents of this appraisal report except as provided for in the Standards and Ethical Rules under which this appraisal was developed and reported and/or applicable federal, state or local laws.
- The Client is the party or parties who engage an appraiser (by employment contract) in a specific assignment. A party receiving a copy of this report from the client does not, as a consequence, become a party to the appraiser-client relationship. Any person who receives a copy of this appraisal report as a consequence of disclosure requirements that apply to an appraiser's client, does not become an intended user of this report unless the client specifically identified them at the time of the assignment. The appraiser's written consent and approval must be obtained before this appraisal report can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.
- If this valuation conclusion is subject to satisfactory completion, repairs, or alterations, it is assumed that the improvements will be completed competently and without significant deviation.

Excluding the addenda, a true and complete copy of this report contains 21 pages. The appraisal report may not be properly understood without reviewing the entire report and the Market Data Brochure dated April 7, 2020.

VALUE DEFINITION

Market Value Definition (below)

Alternate Value Definition (attached)

MARKET VALUE is defined as the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;
2. both parties are well informed or well advised and acting in what they consider their own best interests;
3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Source: *The Dictionary of Real Estate Appraisal*, 6th ed., Appraisal Institute

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June 2017

Client:	Marcus D. Ward, PLLC c/o Marcus D. Ward, atty.	Client File #:	Memphis HCD
Subject Property:	268 Bethel Avenue, Memphis, TN 38107	Appraisal File #:	Bethel - 268

APPRAISER CERTIFICATION

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analysis, opinions, and conclusions are limited only by the report assumptions and limiting conditions, and are my personal, unbiased professional analysis, opinions, and conclusions.
- I have no present (unless specified below) or prospective interest in the property that is the subject of this report, and I have no (unless specified below) personal interest with respect to the parties involved.
- I have no bias with respect to any property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon the developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analysis, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- Individuals who have provided significant real property appraisal assistance are named below. The specific tasks performed by those named are outlined in the Scope of Work section of this report.
 None Name(s)

As previously identified in the Scope of Work section of this report, the signer(s) of this report certify to the inspection of the property that is the subject of this report as follows:

Property Inspected by Appraiser Yes No
 Property Inspected by Co-Appraiser Yes No

- Services provided, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment: None Specify services provided:

This appraisal is not based on a requested minimum valuation, a specific valuation or the approval of a loan.

As of the date of this report, I have completed the continuing education program for Designated Members of the Appraisal Institute.

ADDITIONAL CERTIFICATION FOR APPRAISAL INSTITUTE MEMBERS, CANDIDATES AND PRACTICING AFFILIATES

Appraisal Institute Designated Member, Candidate for Designation, or Practicing Affiliate Certify:

- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

<ul style="list-style-type: none"> ▪ 	<ul style="list-style-type: none"> ▪
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APPRAISERS SIGNATURES

<p>APPRAISER:</p> <p>Signature <u>Eric A. Trotz</u></p> <p>Name <u>Eric A. Trotz, MAI, AI-GRS, GAA</u></p> <p>Report Date <u>9/22/21</u></p> <p>Trainee <input type="checkbox"/> Licensed <input type="checkbox"/> Certified Residential <input type="checkbox"/> Certified General <input checked="" type="checkbox"/></p> <p>License # <u>CG-1174</u> State <u>TN</u></p> <p>Expiration Date <u>August 3, 2023</u></p>	<p>CO-APPRAISER:</p> <p>Signature _____</p> <p>Name _____</p> <p>Report Date _____</p> <p>Trainee <input type="checkbox"/> Licensed <input type="checkbox"/> Certified Residential <input type="checkbox"/> Certified General <input type="checkbox"/></p> <p>License # _____ State _____</p> <p>Expiration Date _____</p>
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Neighborhood Map

Appraiser	Eric A. Trotz, MAI, AI-GRS, GAA						
Property Address	268 Bethel Avenue						
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Client	Marcus D. Ward, PLLC c/o Marcus D. Ward, atty.						



Photograph Addendum

Appraiser	Eric A. Trotz, MAI, AI-GRS, GAA				
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Subject property - front view - looking northeast



Subject property - front view - looking north

Photograph Addendum

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Subject property - front and side view
- looking northwest



Subject property - side view - looking southwest

Photograph Addendum

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Subject property - rear view - looking southeast



Typical street scene - looking east along Bethel Avenue - subject property on left

Photograph Addendum

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Typical street scene - looking west along Bethel Avenue - subject property on right



Typical view of Muster Alley - looking north - subject property on left

Photograph Addendum

Appraiser	Eric A. Trotz, MAI, AI-GRS, GAA				
Property Address	268 Bethel Avenue				
City	Memphis	County	Shelby	State	TN Zip Code 38107
Client	Marcus D. Ward, PLLC c/o Marcus D. Ward, atty.				



Typical view of Muster Alley - looking south - subject property on right

Comparable Photos

Appraiser	Eric A. Trotz, MAI, AI-GRS, GAA		
Property Address	268 Bethel Avenue		
City	Memphis	County	Shelby
		State	TN
		Zip Code	38107
Client	Marcus D. Ward, PLLC c/o Marcus D. Ward, atty.		

Comparable 1

Address: **629 Alabama Avenue**
 Proximity to Subject: 1.3 miles south
 Sales Price: \$6,667
 Date of Sale: April 8, 2021
 Site Size: 0.06 Acres



Comparable 2

Address: **0 Jackson Avenue**
 Proximity to Subject: 1.1 miles southeast
 Sales Price: \$7,500
 Date of Sale: November 10, 2020
 Site Size: 0.14 Acres



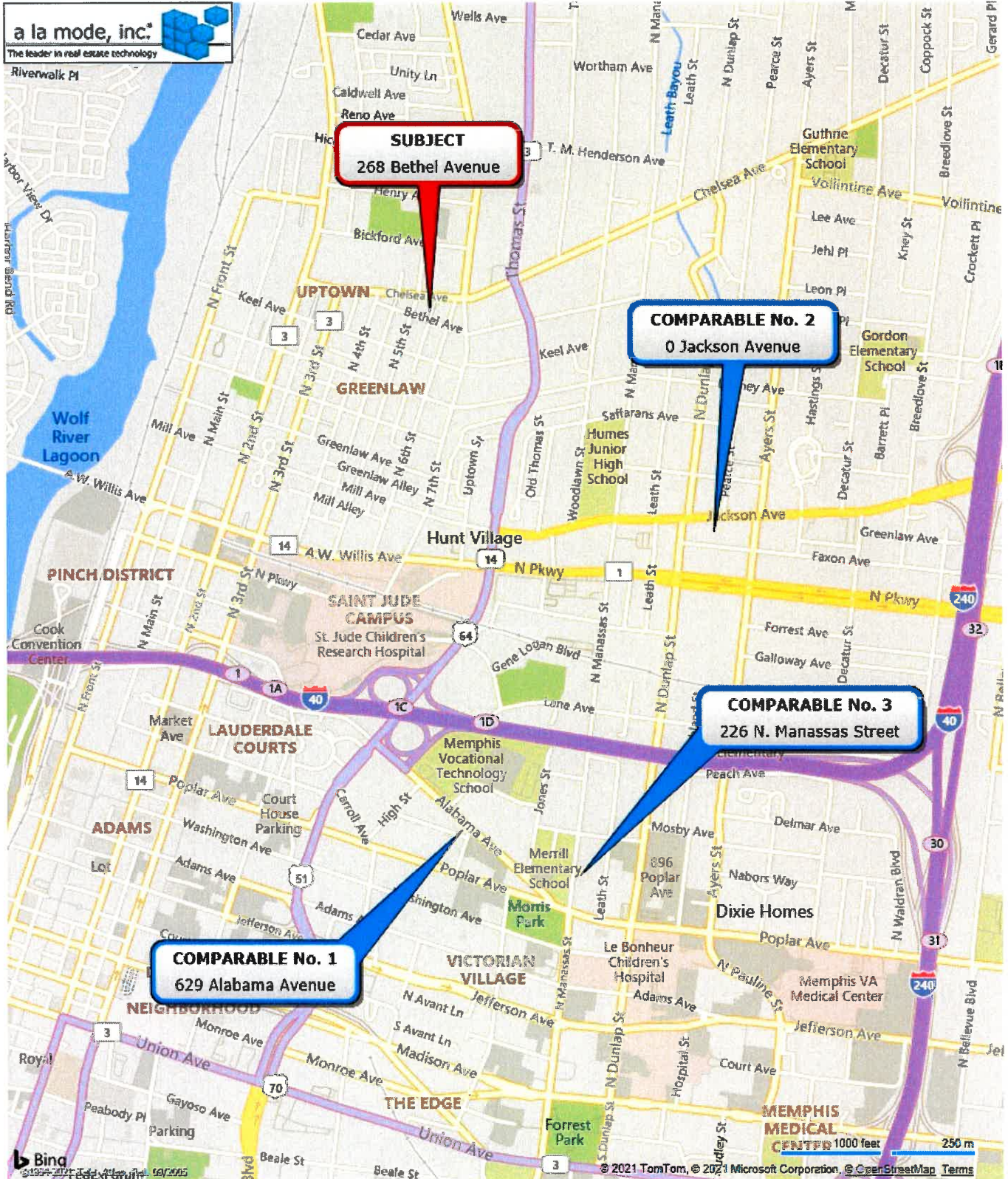
Comparable 3

Address: **226 N. Manassas Street**
 Proximity to Subject: 1.6 miles southeast
 Sales Price: \$15,000
 Date of Sale: September 30, 2020
 Site Size: 0.225 Acres



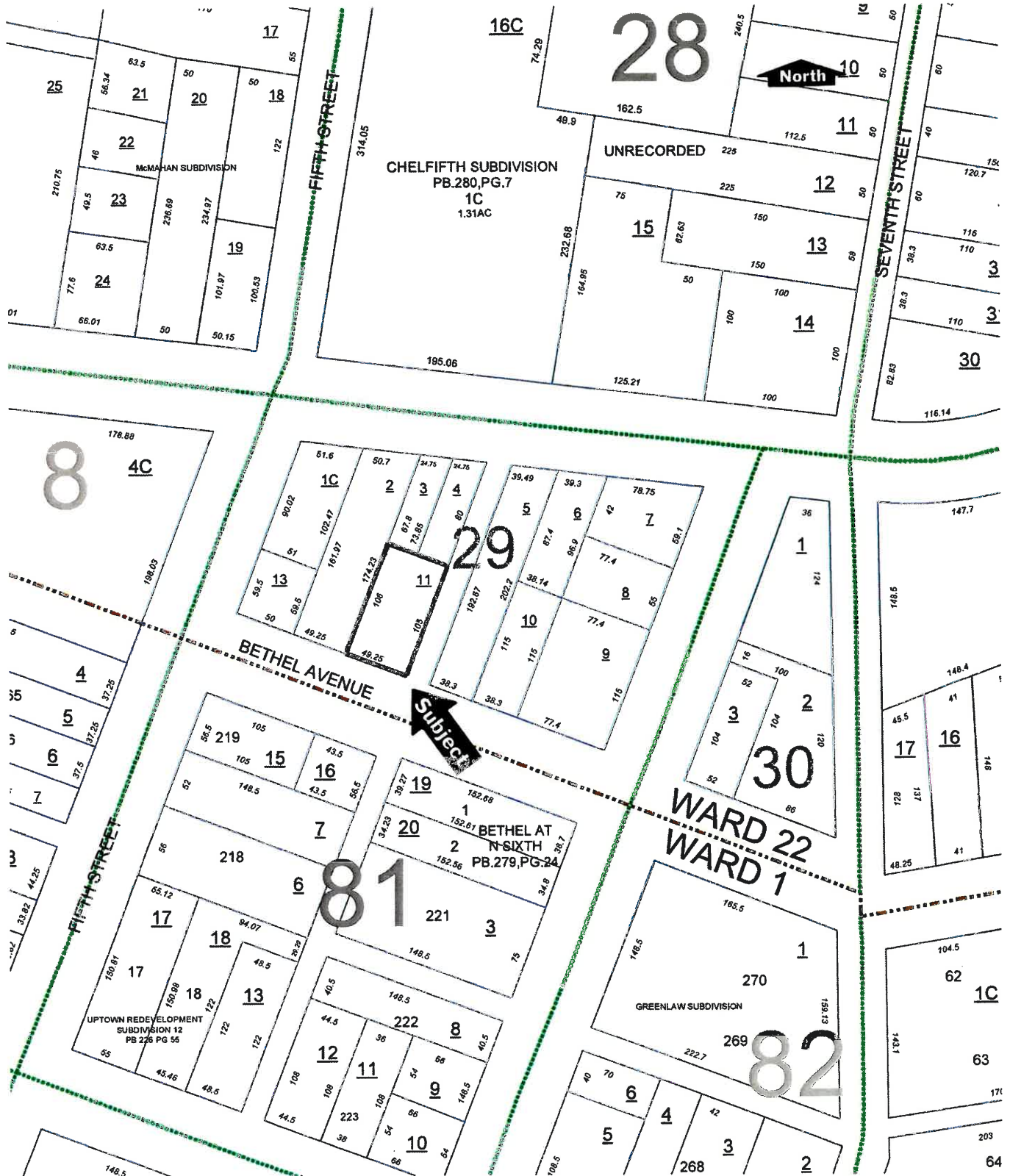
Comparable Land Sales Map

Appraiser	Eric A. Trotz, MAI, AI-GRS, GAA						
Property Address	268 Bethel Avenue						
City	Memphis	County	Shelby	State	TN	Zip Code	38107
Client	Marcus D. Ward, PLLC c/o Marcus D. Ward, atty.						



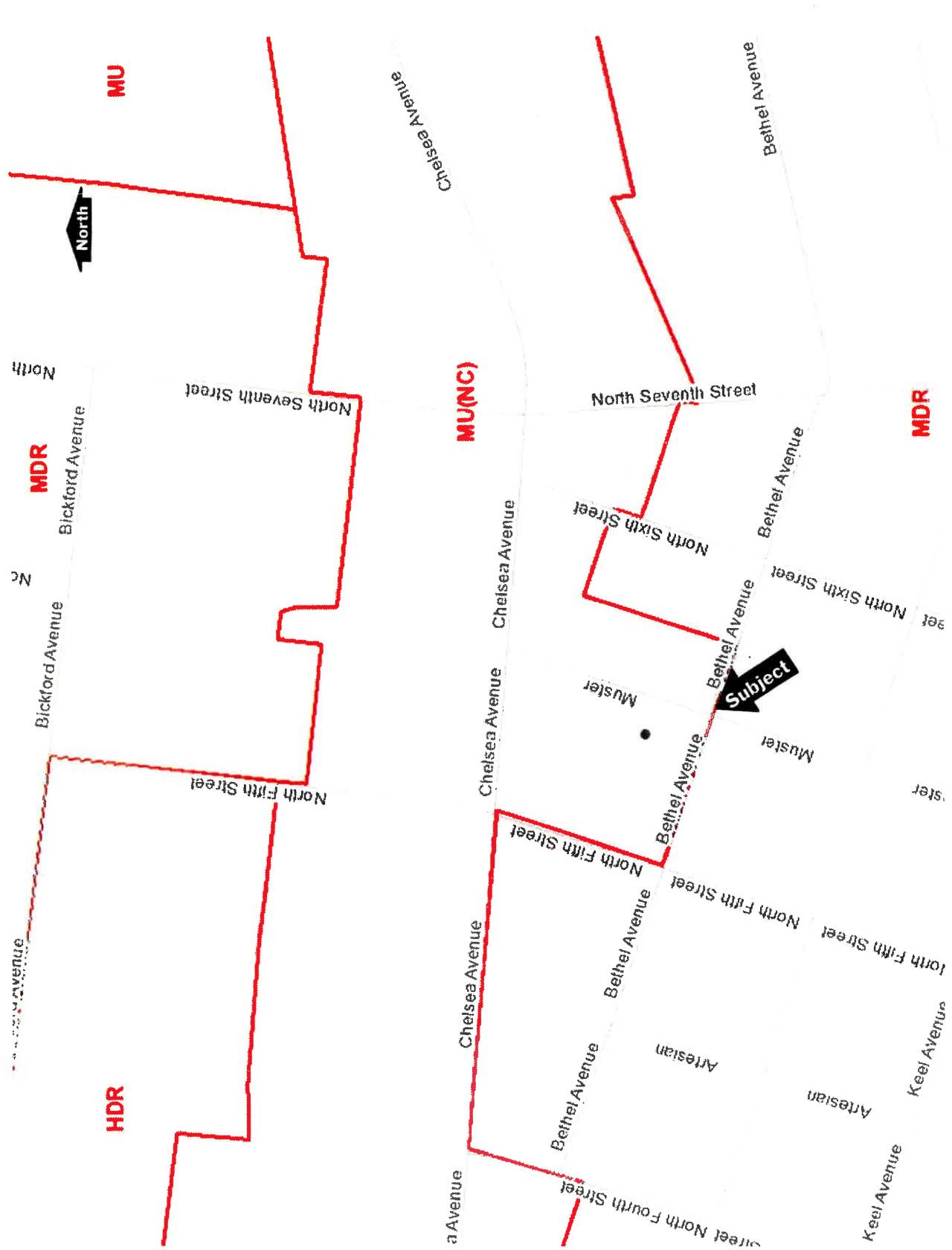
Tax Plat

Appraiser	Eric A. Trotz, MAI, AI-GRS, GAA		
Property Address	268 Bethel Avenue		
City	Memphis	County	Shelby
		State	TN
		Zip Code	38107
Client	Marcus D. Ward, PLLC c/o Marcus D. Ward, atty.		



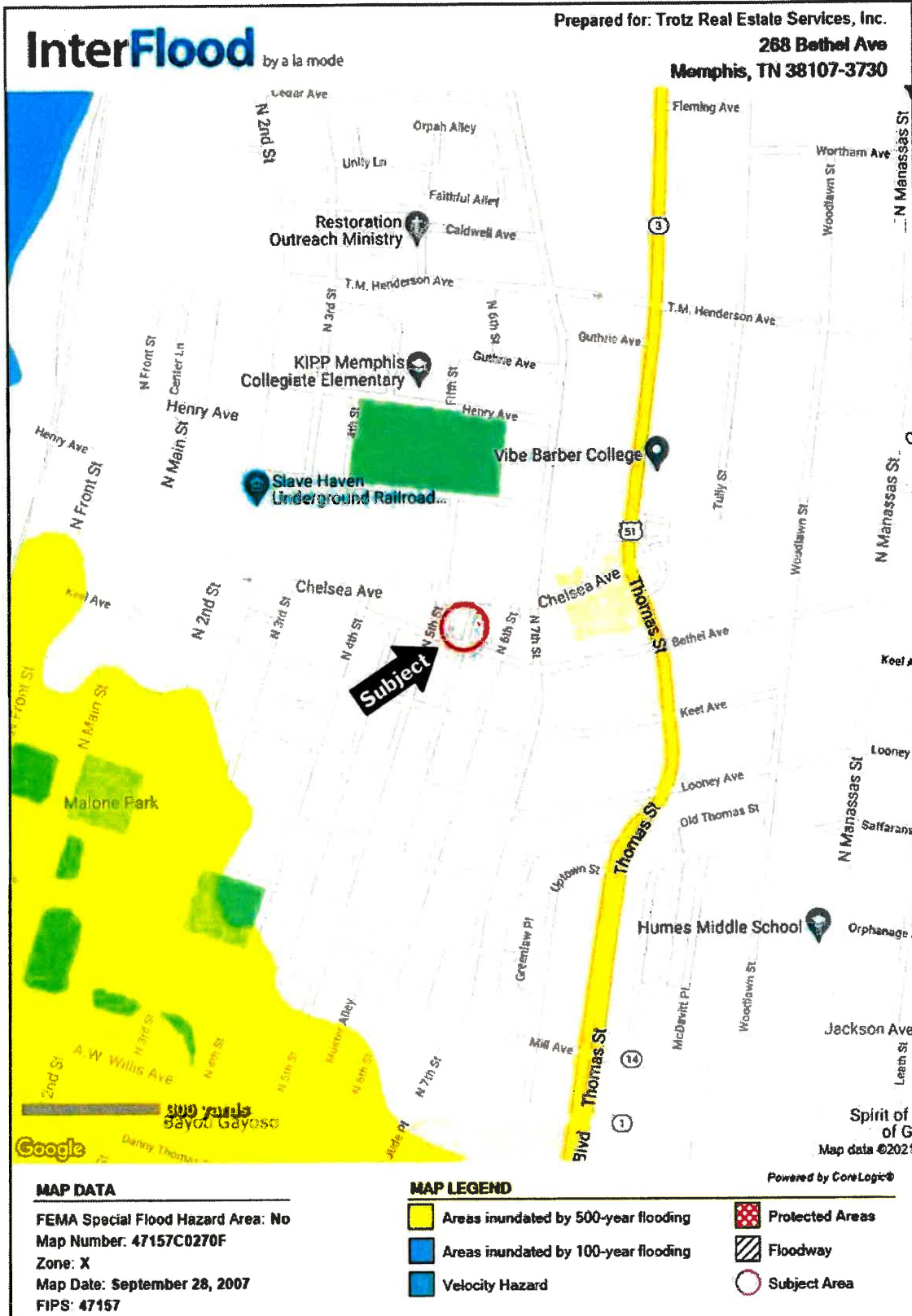
Zoning Map

Appraiser	Eric A. Trotz, MAI, AI-GRS, GAA						
Property Address	268 Bethel Avenue						
City	Memphis	County	Shelby	State	TN	Zip Code	38107
Client	Marcus D. Ward, PLLC c/o Marcus D. Ward, atty.						



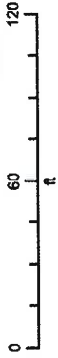
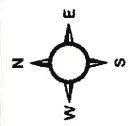
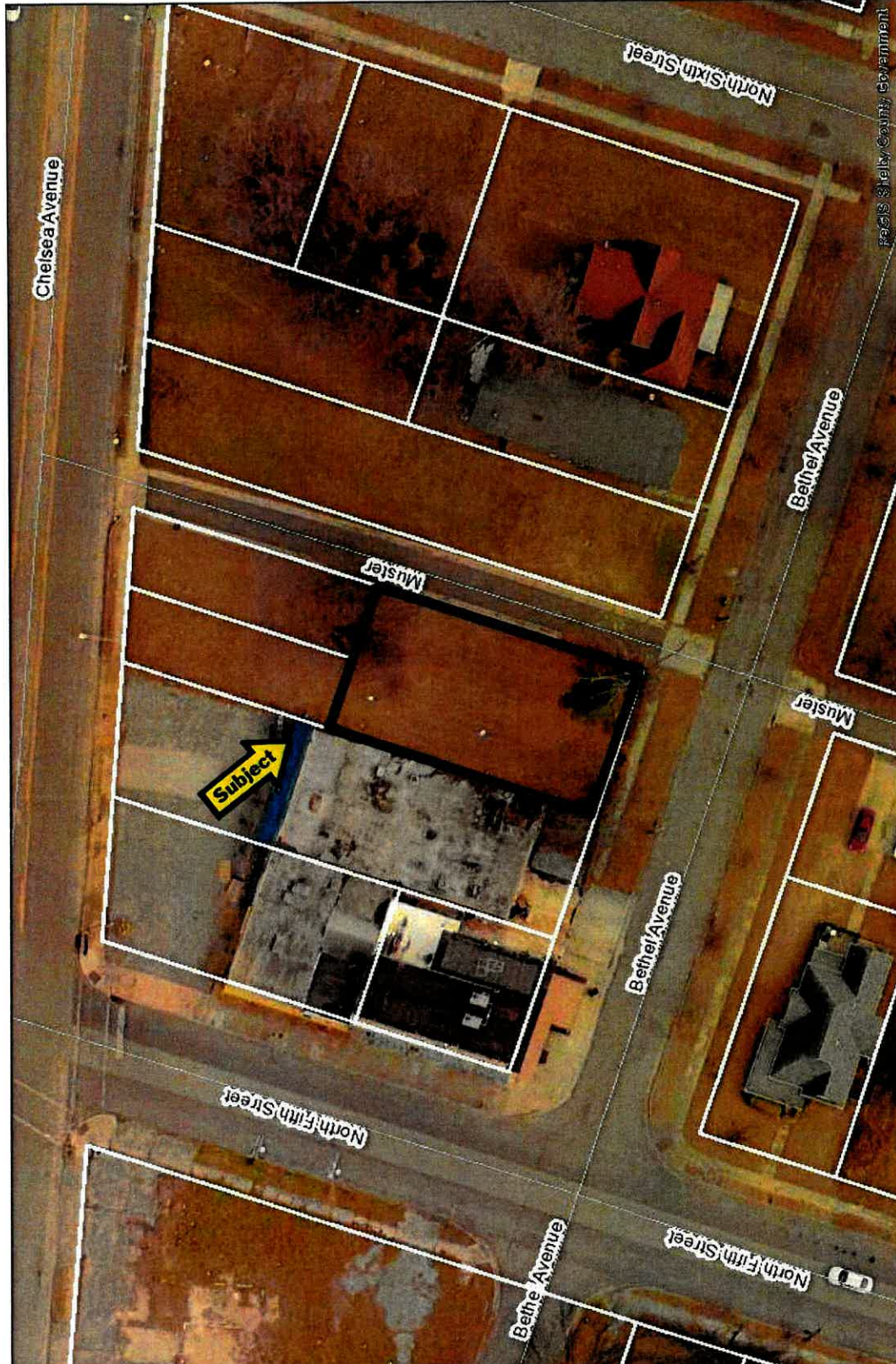
Flood Map

Appraiser	Eric A. Trotz, MAI, AI-GRS, GAA		
Property Address	268 Bethel Avenue		
City	Memphis	County	Shelby
		State	TN
		Zip Code	38107
Client	Marcus D. Ward, PLLC c/o Marcus D. Ward, atty.		



Aerial View

Appraiser	Eric A. Trotz, MAI, AI-GRS, GAA		
Property Address	268 Bethel Avenue		
City	Memphis	County	Shelby
		State	TN
		Zip Code	38107
Client	Marcus D. Ward, PLLC c/o Marcus D. Ward, atty.		



**MELVIN BURGESS, ASSESSOR
SHELBY COUNTY, TENNESSEE**

DISCLAIMER: THIS MAP IS FOR PROPERTY ASSESSMENT PURPOSES ONLY. IT IS NOT CONCLUSIVE AS TO LOCATION OF PROPERTY OR LEGAL OWNERSHIP AND THEREFORE, SHOULD NOT BE RELIED UPON AS A REPRESENTATION OF ANY PROPERTY FOR ANY PURPOSE.

MAP DATE: September 10, 2021



ADDENDA

QUALIFICATIONS OF THE APPRAISER

ERIC A. TROTZ, MAI, AI-GRS, GAA

BUSINESS

President - Trotz Real Estate Services, Inc., Memphis, Shelby County, Tennessee.

Since 1984 - Engaged in the sales and leasing of residential, commercial and industrial properties.

Since 1990 - Engaged in the appraisal and consulting of the following types of property: commercial, industrial, office, retail, residential, multifamily, special purpose and vacant land.

EDUCATION

College:

University of Tennessee, Knoxville - Bachelor of Business Degree

Professional Courses Completed:

Principles of Real Estate, Memphis State University; Office Brokerage and Management, Memphis State University; Basic Construction and Design Course, Memphis State University; Course 1A1/8-1, Real Estate Appraisal Principles, American Institute of Real Estate Appraisers; Course 8-2 Residential Valuation, American Institute of Real Estate Appraisers; Course 1A2, Basic Valuation Procedures, Appraisal Institute; Course SPP, Standards of Professional Practice Part A and B, Appraisal Institute; Course SPP-430, Standards of Professional Practice, Part C, Appraisal Institute; Course 1BA, Capitalization Theory & Techniques, Part A, Appraisal Institute; Course 1BB, Capitalization Theory & Techniques, Part B, Appraisal Institute; Course 540, Report Writing and Valuation Analysis, Appraisal Institute; Course 550, Advanced Applications (Case Studies), Appraisal Institute; Course Comprehensive Appraisal Workshop, The Comprehensive Appraisal Workshop/Ted Whitmer, Review Theory - General

Seminars for Continuing Education Credit:

Accrued Depreciation; Appraisal Regulations of the Federal Banking Agencies; Appraisal Reporting of Complex Residential Properties; Understanding Limited Appraisals and Reporting Options; The High Tech Appraisal Office; Litigation Skills for the Appraiser; Appraisal Office Management, FHA and the Appraisal Process; Fundamentals of Relocation Appraising; Analyzing Commercial Lease Clauses; Evaluating Commercial Construction; Evaluating Residential Construction; Analyzing Operating Expenses; Appraisal Consulting; New Technology for Real Estate Appraisers; Professionals Guide to the URAR; Real Estate Investment and Development - A Valuation Viewpoint; Forecasting Revenue; Eminent Domain and Condemnation; National Association of Realtors Quadrennial Ethics Training; REO Appraisal: Appraisal of Residential Property for Foreclosure and Pre-Foreclosure; The New Residential Market Conditions Form; Real Estate Appraisal Operations; Appraisal Curriculum Overview (2-Day General); The Discounted Cash Flow Model; Mortgage Fraud and the TN Real Estate Appraiser Commission; Using Spreadsheet Programs in Real Estate Appraisals: The Basics; Data Verification Methods; Litigation Appraising for Residential Appraisers; Complex Litigation Appraisal Case Studies; Marketability Studies: Advanced Considerations & Applications; Cool Tools: New Technology for Real Estate Appraisers; The Appraiser as an Expert Witness: Preparation & Testimony; Thinking Outside the Form; Business Practice and Ethics; Compliance, Completeness & Competency; Advanced Land Valuation; Case Studies in Complex Valuation; IRWA Land Acquisition and Relocation Workshop; National USPAP Update 2020-2021; Appraising Convenience Stores; Complex Litigation Case Studies; Pipeline and Corridor Easements

PROFESSIONAL AFFILIATIONS

National Association of REALTORS; Tennessee REALTORS; Memphis Area Association of REALTORS; NAREB

Appraisal Institute - Designated MAI Member; Designated AI-GRS Member

National Association of REALTORS – Designated GAA General Accredited Appraiser

ERIC A. TROTZ, MAI, AI-GRS, GAA (CONTINUED)

TYPICAL APPRAISAL CLIENTS

Banks:

First Tennessee National Bank	Cadence Bank
SunTrust Bank	Bank of Bartlett
Tennessee Bank and Trust	INSOUTH Bank
Bank of America	American Savings Bank
BancorpSouth	Regions Bank

Mortgage Bankers:

H & R Block Mortgage Company	Financial Federal Mortgage Co.
Atlantic Mortgage Company	Sebring Capital Corporation
CitiMortgage, Inc.	GE Capital Asset Management
Option One Lending	Huntington Mortgage Company
First Trust Mortgage	

Employee Transfer Companies:

Cartus Corporation	Corporate Relocation International
Schering-Plough Corporation	Crown Relocations
Graebel Relocation Services	Newell Rubbermaid
Weichert Relocation Company	Roadway Express, Inc.
National Medical Resources	Aluminum Corp. of America (Alcoa)
Royal LePage Relocation Services	U.S. Relocation Co.
Burgdorff Realtors	

Municipalities and Governmental Authorities:

County of Shelby, Tennessee	City of Covington, Tennessee
City of Memphis, Tennessee	Covington, TN Municipal Airport
Town of Arlington, Tennessee	City of Germantown, Tennessee
Town of Collierville, Tennessee	City of Millington, TN
Veterans Administration (VA)	Memphis Light, Gas & Water Division (MLG&W)
Shelby County Schools	Tennessee Department of Finance and Administration
Memphis City Schools	Federal Housing Administration (FHA)
Memphis Area Transit Authority (MATA)	Memphis-Shelby County Airport Authority (MSCAA)
Tennessee Valley Authority (TVA)	Memphis Housing Authority (MHA)
TN Department of Transportation (TDOT)	Memphis Center City Revenue Finance Corporation
Downtown Memphis Commission	Memphis & Shelby County Community Redevelopment Agency

Multi-Family:

KEB NY Financial Corporation	Federal Home Loan Mortgage Corp.
Wachovia	

Manufacturing/Industrial:

Delta Foremost Chemical Corp.	Delta-Detroit Diesel Allison
Aluma-Form, Incorporated	Hershey Foods
Sodexo Management Services	Cargill, Inc.

Special Case Studies:

Ray-O-Vac Corporation; Chicago Title Insurance Company; GTE Mobilnet/Contel Cellular, Inc.; Baptist Memorial Health Care System; Perkins Interstate Company; Mid-America Pipeline Company (MAPCO); PriceWaterhouseCoopers

Miscellaneous:

University of Tennessee; Lawyers Title Insurance Corporation; First American Title Insurance Company; BNSF Railway Corporation; ALSAC/St. Jude Children's Research Hospital; Catholic Diocese of Memphis; Westinghouse Credit Corporation; National Realty Advisors, Inc.; Methodist Health Systems, Inc.; St. Francis Hospital; TransCanada Pipeline Limited/ANR Pipeline; Downtown Memphis Commission; Numerous Attorneys and Individuals

ERIC A. TROTZ, MAI, AI-GRS, GAA (CONTINUED)

COURT TESTIMONY

Shelby County Circuit Court	Davidson County, TN Chancery Court
Shelby County Probate Court	United States Federal Court
Shelby County Criminal Court	United States Bankruptcy Court
Town of Collierville Municipal Court	

OFFICES HELD AND COMMITTEE ACTIVITY

Director - Memphis Area Association of REALTORS (2019-2020)
Secretary/Treasurer - Memphis Area Association of REALTORS (2020)
Chairman - Memphis Area Association of REALTORS Budget and Finance Committee (2020)
Director - Tennessee REALTORS (2019-2020)
Member - Real Property Valuation Committee, National Association of REALTORS (2020-2021)
President - Memphis Chapter of the Appraisal Institute (2012 and 2006)
Vice President - Memphis Chapter of the Appraisal Institute (2011 and 2005)
Secretary/Treasurer - Memphis Chapter of the Appraisal Institute (2004, 2003 and 2002)
Memphis Chapter of the Appraisal Institute - Education Director; Membership Admission, Development and Retention Chair; Membership Guidance Chair; Financial Committee Chair; Board of Director Member
Tennessee Chapter of the Appraisal Institute – Memphis Branch Chapter Advisory Board Director
Committee Member - Memphis Area Association of REALTORS – Professional Development, Grievance, Governing Documents, Intax; Nominating

OTHER

Leadership Development and Advisory Council LDAC - Washington, DC - Advisor to National Leadership of Appraisal Institute and lobbied to U. S. Congressional Staff on behalf of Appraisal Institute
Leadership MAAR (2020)
REALTOR Day on the Hill - Nashville, TN - Tennessee REALTORS
D.C. Day on the Hill - Washington, D.C. - National Association of REALTORS
Appraisal Institute, Region IX - Nominating Committee
Recipient of William S. King Scholarship (Memphis Chapter of the Appraisal Institute)

STATE LICENSES

Tennessee State Certified General Real Estate Appraiser - CG-1174
Tennessee Real Estate Commission, Real Estate Broker, License No. 00215814

12611261

State of Tennessee

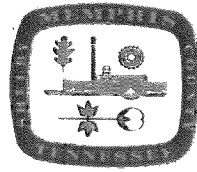
TENNESSEE REAL ESTATE APPRAISER COMMISSION
CERTIFIED GENERAL REAL ESTATE APPRAISER
ERIC A TROTZ

This is to certify that all requirements of the State of Tennessee have been met.



ID NUMBER: 1174
LIC STATUS: ACTIVE
EXPIRATION DATE: August 03, 2023

IN-1313
DEPARTMENT OF
COMMERCE AND INSURANCE



Memphis City Council Summary Sheet

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

A resolution to transfer funds in the amount of \$451,027.45 from The Affordable Housing contribution from unassigned fund balance into the Memphis Housing Trust Fund in support of the continuance of affordable housing activity in the City of Memphis.

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

The Division of Housing and Community Development

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

Not applicable.

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

City Wide

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

New contracts and contract amendments will be required.

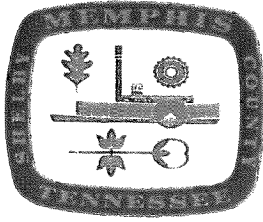
6. State whether this requires an expenditure of funds/requires a budget amendment.

Expenditure of funds will be required.

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

Not applicable to MWBE.

Division of Housing and Community Development-Resolution



A resolution to transfer funds in the amount of \$451,027.45 from The Affordable Housing contribution from unassigned fund balance into the Memphis Housing Trust Fund in support of the continuance of affordable housing activity in the city of Memphis.

WHEREAS, an agreement establishing a Non-Profit Organization Advised Fund of the Community Foundation of Greater Memphis was entered into September 23, 1993, by and between Community Foundation of Greater Memphis, Inc. and City of Memphis, Division of Housing and Community Development for the furthering of economic development through local small business job creation in the City of Memphis; and

WHEREAS, on June 4, 2019, the City Council approved the resolution creating an Affordable Housing Trust Fund (AHTF) account as part of the Advised Fund of the Community Foundation of Greater Memphis for the purpose of supporting Affordable Housing activities within the City of Memphis; and

WHEREAS, the FY2020 Budget Appropriation Ordinance 5725 established The Affordable Housing Fund which was budgeted to receive approximately \$795,715.00 for affordable housing expenditures in the City of Memphis; and

WHEREAS, the FY2020 Fixing Tax Rate of the City of Memphis Ordinance 5726 Section 3 established that the taxes levied in Section 1 of the Ordinance when collected should be apportioned for the Affordable Housing Fund, \$0.006667 on each ONE HUNDRED DOLLARS (\$100.00) of assessed valuation; and

WHEREAS, from FY1999 through FY2002, the City of Memphis, through the Division of Housing and Community Development administered the Memphis Middle Income Housing Program (MIDPA) in partnership with Fannie Mae using bond proceeds to provide Down Payment Assistance loans to individuals purchasing homes in the City limits; and

Division of Housing and Community Development-Resolution

WHEREAS, In August 2014, the Fannie Mae bond loan guaranty was satisfied from the repayment of defaulted Middle Income Down Payment Assistance loans with general funds; and

WHEREAS, the City of Memphis, Division of Housing and Community Development has successfully collected over \$364,285.00 on defaulted Middle-Income Housing Down Assistance loans, and deposited such collections in the Affordable Housing Fund; and

WHEREAS, The Affordable Housing Fund was not able to spend its funding, for the designated purpose, and the additional collections from the Middle-Income Down Payment Assistance collections in FY20 and therefore all income was returned to the fund's balance; and

WHEREAS, at year end of FY22 The Affordable Housing Fund remaining balance of the taxes levied was not expensed, therefore the remaining balance of \$451,027.45 was returned to the fund's balance; and

WHEREAS, the City of Memphis, Division of Housing and Community Development now desires to use from The Affordable Housing contribution from unassigned fund balance, \$451,027.45 for the Affordable Housing Trust Fund account established at the Community Foundation of Greater Memphis to continue affordable housing efforts in the City of Memphis.

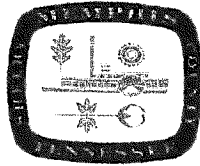
NOW, THEREFORE, BE IT RESOLVED the Council of the City of Memphis approves the transfer from The Affordable Housing contribution from unassigned fund balance, \$451,027.45 to the Memphis Housing Trust Fund account for purposes of payment to the AHTF account of the Advised Fund of the Community Foundation of Greater Memphis in support of Affordable Housing Activities within the City of Memphis.

REVENUES

Contribution from unassigned Fund Balance (Fund 0270)	<u>\$451,027.45</u>
TOTAL	\$451,027.45

EXPENDITURES

Affordable Housing Trust Fund (Fund 0270)	<u>\$451,027.45</u>
TOTAL	\$451,027.45



Memphis City Council Summary Sheet

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

This is a resolution to appropriate funds for construction of the T.E. Maxson WWTF Belt Filter Press Replacement in Sludge Disposal/Earth Complex, project Number SW02006.

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

Public Works

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

This resolution does not change any existing ordinance or resolution.

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

The project is located in Council District 6 and Super District 8. The project provides services to Districts or portions of Districts 2, 3, 4, 5, 6, 8 and 9.

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

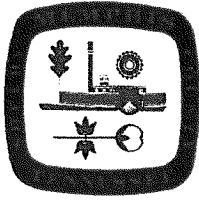
This request will require a new construction contract.

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

Yes, this requires an expenditure of funds.

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

The MBE goal is 26% and the WBE goal is 1%. The MBE goal will be met by Enfinity Supply, LLC. The WBE goal will be met by A&B Construction Co.



RESOLUTION

This is a resolution to appropriate funds for construction of the T.E. Maxson WWTF Belt Filter Press Replacement in Sludge Disposal/Earth Complex, Project Number SW02006.

WHEREAS, the Council of the City of Memphis approved Sludge Disposal/Earth Complex, project number SW02006, as part of the Fiscal Year 2023 Capital Improvement Budget; and

WHEREAS, bids were received on November 23, 2022 for the construction of the T.E. Maxson WWTF Belt Filter Press Replacement in Sludge Disposal/Earth Complex with the lowest complying bid \$7,940,405.00 submitted by Chris Hill Construction Co., LLC; and

WHEREAS, this project will be funded by Sewer Capital PAY GO in the amount of \$9,131,466.00 for the construction of the T.E. Maxson WWTF Belt Filter Press Replacement; and

WHEREAS, it is necessary to appropriate \$9,131,466.00 funded by Sewer Capital Pay GO in Sludge Disposal/Earth Complex, project number SW02006 as follows:

Contract Amount:	\$7,940,405.00
Project Contingencies:	<u>\$1,191,061.00</u>
Total Amount:	\$9,131,466.00

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the Fiscal Year 2023 Capital Improvement Budget be and is hereby amended by appropriating the amount of \$9,131,466.00 funded by Sewer Capital PAY GO chargeable to the FY2023 Capital Improvement Budget and credited as follows:

Project Title:	Sludge Disposal/Earth Complex
Project Number:	SW02006
Amount:	\$9,131,466.00