

WHEREAS, when worthy circumstances arise, the Memphis City Council has seen fit to name certain public roads to honor citizens who have served the City of Memphis, and **Dr. Glenda Baskin Glover** is undoubtedly such an individual; and

WHEREAS, at a young age, **Dr. Glenda Baskin Glover** attended freedom marches with her father, the late Henry Baskin, Sr. and often accompanied him to civil rights meetings, serving as his recording secretary; she was active in the youth movement of the Memphis National Association for the Advancement of Colored People (NAACP); and

WHEREAS, **Dr. Glenda Baskin Glover** is a proud graduate of Geeter High School, received her Bachelor of Science degree with honors from Tennessee State University, a Master's degree in Business Administration from Clark Atlanta University, a Doctorate in Business from George Washington University, and completed her law degree at Georgetown University; and

WHEREAS, **Dr. Glenda Baskin Glover** is a certified public accountant, an attorney, and is one of two African American women to hold the Ph.D.-CPA-JD combination in the country; her past employment also includes high level positions in the corporate sector as she is among the few women to rise to the heights to serve on corporate boards of publicly traded corporations; **Dr. Glenda Baskin Glover** currently serves as a Board Member of Pinnacle Financial Partners; and

WHEREAS, **Dr. Glenda Baskin Glover** is President Emeritus of Tennessee State University in Nashville, Tennessee, having served as President of the university from January 1, 2013, through June 30, 2024; under her leadership as TSU's first female president, the university experienced a significant increase in enrollment, alumni fundraising, research dollars, and academic offerings; **Dr. Glenda Baskin Glover** worked tirelessly to ensure that students received funds to attend college, especially students from the Memphis area, securing large donations from corporate partners and often contributing her personal funds to make sure that students remained in school; and

WHEREAS, a prominent trailblazer, **Dr. Glenda Baskin Glover's** passion and energy for public service is immaculate; in 2022, President Joe Biden appointed her to serve as Vice Chair of the President's Board of Advisors on Historically Black Colleges and Universities; **Dr. Glenda Baskin Glover** serves as the immediate past International President, Chief Executive Officer, and Chairman of the Board of Directors of Alpha Kappa Alpha Sorority, Incorporated.

NOW THEREFORE, BE IT RESOLVED by the Memphis City Council that Horn Lake Road between Shelby Drive and Third Street be declared

Dr. Glenda Baskin Glover Street

in honor of her numerous accomplishments on behalf of the City of Memphis.

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

ADOPTED:
August 6, 2024



Edmund H. Ford, Sr.
Memphis City Council
District 6

WHEREAS, on occasion the Memphis City Council has seen fit to recognize individuals who have demonstrated exceptional dedication to academic excellence, community service, and leadership and **Hailey Litzey** is certainly worthy of recognition; and

WHEREAS, Hailey Litzey, a rising senior at Hutchison School for Girls, has been awarded the prestigious Hutchison School for Girls service scholarship, recognizing her outstanding contributions to her community and commitment to fostering positive change; and

WHEREAS, Hailey Litzey maintains an impressive academic record, a GPA of above 4.0 and earning recognition as an honor student, a testament to her steadfast commitment to academic excellence; and

WHEREAS, Hailey Litzey's commitment to fostering equity and inclusion is evidenced by her election as President of the Equity and Inclusion Council at Hutchison School for Girls, where she tirelessly works to promote a more inclusive and equitable environment for all students; and

WHEREAS, Hailey Litzey's passion for empowering young girls is exemplified by her founding of Her Image, an organization dedicated to promoting self-esteem, positive body image, and high expectations among girls; and

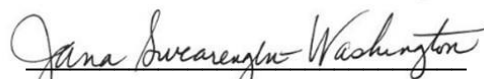
WHEREAS, Hailey Litzey has been selected to represent Hutchison School for Girls at Tennessee Girls State, further highlighting her leadership potential and dedication to civic engagement; and

WHEREAS, Hailey Litzey's academic excellence and passion for medicine have earned her invitations to prestigious pre-college programs at renowned institutions such as Brown University in Providence, Rhode Island and Wake Forest University in Winston-Salem, North Carolina, where she continues to pursue her dream of becoming a doctor; and

WHEREAS, Hailey Litzey's determination, leadership, and commitment to service makes her a true BridgeBuilder, bridging gaps and inspiring others to strive for excellence.

NOW, THEREFORE, BE IT RESOLVED that the Memphis City Council does hereby recognize **Hailey Litzey** for her outstanding achievements, leadership, and dedication to serving others; let us all join in celebrating her and her commitment to excellence, service, and leadership in Memphis and Shelby County.

Adopted: August 6, 2024


Jana Swearengen-Washington
Memphis City Council
District 4

WHEREAS, the Memphis City Council recognizes those who have dedicated their lives to making their communities better, and **Tevita L. Williams Dumas**, stands as a beacon of such commitment; and

WHEREAS, as a cherished native of Memphis, TN, **Tevita L. Williams Dumas**, has dedicated over four decades to the art of dance, founding the T.L. Williams Academy of Dance, LLC, and River City Dance Company in the heart of Whitehaven on Elvis Presley Boulevard, now celebrating its 25th anniversary as a cornerstone of community spirit and artistic excellence; and

WHEREAS, possessing an illustrious academic background, **Tevita L. Williams Dumas** obtained a Bachelor of Fine Arts in Dance Performance from Southern Methodist University, a Master of Science in Education from the University of Tennessee at Martin, an Education Specialist Degree from Walden University, and has enriched her teaching credentials through the University of Tennessee at Knoxville; and

WHEREAS, her artistic journey commenced with esteemed institutions such as Memphis Children’s Theater, Ballet Memphis, and the River City Ballet Company; **Tevita L. Williams Dumas** has garnered numerous accolades, including the distinguished Freedom Awards Choreographer and multiple honors from Dance Educators of America; and

WHEREAS, her dedication to the community is reflected in her extensive work choreographing debutante cotillions and pageants, **Tevita L. Williams Dumas** co-founding the Showstoppers Annual Spring Concert at Rozelle CAPA Elementary School, and selflessly providing scholarships to young dancers, demonstrating her unwavering commitment to nurturing the next generation of artists; and

WHEREAS, **Tevita L. Williams Dumas** is a distinguished member of numerous organizations, including Delta Sigma Theta Sorority, Inc., Dance Educators of America, and the National Dance Education Organization; her active involvement and leadership have significantly enhanced our community’s cultural landscape; and

WHEREAS, her fervor for dance and education, **Tevita L. Williams Dumas** has profoundly enriched the lives of her students, instilling in them a lifelong appreciation for the arts and providing them with unforgettable experiences; and

WHEREAS, her service has reached countless students, serving as an unforgettable role model and beacon of inspiration to many.

NOW, THEREFORE, BE IT RESOLVED that the Memphis City Council wholeheartedly honors and celebrates **Tevita L. Williams Dumas** for her remarkable contributions to the Whitehaven community and the City of Memphis. Her unwavering commitment to the arts, her students, and her community reflects the true essence of service and dedication at the highest level.

BE IT FURTHER RESOLVED that this resolution be presented to **Tevita L. Williams Dumas** as a heartfelt token of our deepest appreciation and admiration for her inspiring legacy and invaluable contributions.

Adopted: Tuesday, August 6, 2024



PEARL “EVA” WALKER
Memphis Councilmember



JB SMILEY, JR.
Memphis City Council Chairman

WHEREAS, on occasion the Memphis City Council has seen fit to recognize individuals who have enriched the community and have demonstrated unwavering dedication, commitment and service, and **Steve Shular** is one certainly worthy of recognizing; and

WHEREAS, **Steve Shular** has dedicated over four decades of exemplary service to the City of Memphis and Shelby County, showcasing an unwavering commitment to public affairs, community relations, and citizen advocacy; and

WHEREAS, since January 2024, **Steve Shular** has served as the Special Assistant to the Mayor's Office under Mayor Paul A. Young, where he has diligently investigated citizen complaints and acted as a liaison with neighborhood associations; from April 2018 to December 2023, he held the same role under Mayor Jim Strickland, continuing his critical work in addressing citizen concerns and fostering strong community relationships; and

WHEREAS, during his tenure from September 2010 to April 2018 as the Public Affairs Officer in the Shelby County Mayor's Office under Mayor Mark H. Luttrell, Jr., **Steve Shular** was responsible for communications, media relations, and the management of the Mayor's Action Center, enhancing the county's responsiveness to public inquiries and emergency preparedness; from August 1985 to January 1992, he directed the Mayor's Action Center in the City of Memphis Mayor's Office under Mayor Richard C. Hackett, effectively investigating citizen complaints and serving as a vital liaison with community organizations; and

WHEREAS, **Steve Shular's** dedication to community service is evident through his extensive volunteer work, including serving as the Director of Reserve Responders for the Memphis and Shelby County Emergency Management Agency from 1985 to 2018, and his membership on numerous advisory boards and receipt of multiple awards recognizing his service and leadership, including the Memphis Magazine's Who's Who Government Leader, the Distinguished Sales Award from the Sales and Marketing Executives of Memphis, and the Bobby Dunavant Public Servant Award from the Downtown Memphis Rotary Club; and

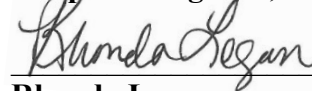
WHEREAS, in recognition of his ongoing contributions, **Steve Shular** has received numerous accolades, including the First Responder Award from the Tennessee Department of Homeland Security and Emergency Management in 2014, the Richard S. Borys Outstanding Public Service Award from the Vollentine Evergreen Community Association in 2019, the Golden Community Service Award from LeMoyne-Owen College in 2020, the City of Memphis Mayor's Luminary Community Service Award in 2022, the Outstanding Citizenship Annual Award from Memphis radio station WLOK in 2023, and his appointment to the Dean's Advisory Board of the School of Public Health at the University of Memphis in 2023.

NOW, THEREFORE, BE IT RESOLVED that we, the Memphis City Council, hereby proclaim this day as

“Steve Shular Day”

in the City of Memphis; we recognize and honor him for his extraordinary service, dedication, and significant contributions to the City of Memphis and Shelby County; his unwavering commitment to public service has made a lasting impact on our community, and we extend our deepest gratitude and appreciation for his many years of outstanding service.

Adopted: August 6, 2024



Rhonda Logan

Memphis City Council – District 1

ORDINANCE NO. _____

AN ORDINANCE TO AMEND AND RESTATE REFERENDUM ORDINANCE 5862 THAT PROPOSED AN AMENDMENT TO THE CHARTER OF THE CITY OF MEMPHIS TO MODIFY THE EXISTING REQUIREMENTS FOR QUALIFICATIONS FOR MAYOR AND THE CITY COUNCIL MEMBERS OF THE CITY OF MEMPHIS

WHEREAS, the qualified voters of the City approved Referendum Ordinance No. 1852 on November 6, 1966, changing the form of government from a Mayor Commission form of government to a Mayor-Council form of government in order to implement Home Rule as permitted by Article XI, Section 9 of the Tennessee Constitution (“Home Rule Charter”);” and

WHEREAS, the Home Rule Charter expressly provided in Section 1 thereof specific qualifications for members of the City Council and expressly provided in Section 4 thereof that “[t]hat the qualifications of the Mayor shall be the same as those required herein for members of the Council...”; and

WHEREAS, the Home Rule Charter did not provide any other separate and independent qualifications for the Office of Mayor in addition to those provided in Sections 1 and 4 thereof; and

WHEREAS, the Home Rule Charter expressly repealed all laws in conflict with its provisions; and

WHEREAS, the qualified voters of the City approved an amendment to the City’s Home Rule Charter by Referendum Ordinance No. 4346 on November 5, 1996, in which the qualifications of members of the Council in Section 1 of the Home Rule Charter were expressly repealed and replaced with the requirement “[t]hat each Council Member shall be a resident, as defined by State election laws, of the City and of the District from which he or she is elected.”; and

WHEREAS, Referendum Ordinance No. 4346 did not amend or repeal the qualifications for the Mayor as set forth in Section 4 of the City’s Home Rule Charter; and

WHEREAS, the City’s Home Rule Charter does not presently provide qualifications for the Mayor that are separate and independent from the qualifications for Council Members; and

WHEREAS, it is desired by the Memphis City Council that the City of Memphis Charter be amended by ordinance as provided by Article XI, Section 9 of the Constitution of the State of Tennessee (Home Rule Amendment) for the purpose of amending the existing qualifications for the office of Mayor and replacing the existing qualifications with the requirement that no person shall be elected Mayor unless he or she the person shall have been a bona fide resident of the City of Memphis for at least one (1) year preceding the date of the municipal election for Mayor; and

WHEREAS, Referendum Ordinance No. 5862 was approved by the Memphis City Council on July 11, 2023, to be published and submitted by the City of Memphis to its qualified voters during the general election on August 1, 2024; and

WHEREAS, it is the intent of the Council to amend and restate Referendum Ordinance No. 5862 to be published and submitted by the City of Memphis to its qualified voters during the state general election on November 5, 2024.

Section 1. Proposed Amendment Authorized.

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

Section 2. Publication of Home Rule Amendment as required by Tennessee Constitution.

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

Section 3. Certification and Delivery to Election Commission.

BE IT FURTHER ORDAINED, That upon the adoption of this Ordinance becoming effective as required by law, the Comptroller of the City of Memphis shall immediately certify adoption of this Ordinance and deliver a certified copy thereof to the Shelby County Election Commission in charge of holding the General State Election on November 5, 2024, and shall request that the proposed amendment to the Home Rule Charter of the City of Memphis, in the preferred form set forth in this Ordinance, be placed on the ballot.

Section 4. Proposal and preference.

BE IT FURTHER ORDAINED, That the City Council does hereby adopt the suggested proposal and form of question to be placed on the ballot for a referendum vote on a Home Rule Amendment to the Charter of the City of Memphis in a General State Election to be held on the 5th day of November, 2024, which question shall read as follows:

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

- A. ‘No person shall be eligible for the office of Mayor who is not at least eighteen (18) years of age, and who has not been a bona fide resident of the City of Memphis for at least two (2) years preceding the date of the municipal election for Mayor, or who at the time of his election and qualification holds any other office, or who is directly or indirectly interested in any contract with the City.’
- B. ‘No person shall be eligible for any office of the City Council who is not at least eighteen (18) years of age, and who has not been a bona fide resident of the City of Memphis for at least two (2) years preceding the date of the municipal election.’
- C. ‘All existing provisions of the Charter that establish qualifications for the Mayor are hereby expressly repealed.’?”

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

FOR THE AMENDMENT	(YES) _____
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AGAINST THE AMENDMENT	(NO) _____
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Section 5. Effective Date of Charter Amendment.

BE IT FURTHER ORDAINED, That this Ordinance shall take effect for the purposes set forth herein sixty (60) days after approval by a majority of the qualified voters voting thereon in an election to be held on the 5th day of November, 2024, the public welfare, requiring it.

Section 6. Certification of Results.

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

Section 7. Nonconflicting - Conflicting Laws.

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

Section 8. Severability.

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

Section 10. Publication as Required by the City Charter.

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

Section 11. Enactment of Referendum Ordinance.

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

SPONSOR(S):

JB Smiley, Jr.

JB Smiley, Jr.
CHAIRMAN



RESOLUTION accepting public improvements for
Mallory Annex Phase I (B.O.A. Case #20-58) [CR#5413]
and releasing **Bond** held as project security

WHEREAS, **Beeline Import & Services, LLC.** is the Developer of a certain property within the present limits of the City of Memphis, as reflected on the plat, located at 4242 Swinnea Road in Memphis, Tennessee.

and

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

and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the engineering plans for **Mallory Annex Phase I (B.O.A. Case #20-58) [CR#5413]** and the completion of the public improvements therein, are and the same, are hereby accepted by the City.

BE IT FURTHER RESOLVED, that **U.S. Specialty Insurance Company Performance Bond No. 106282421, in the amount of \$292,900.00**, held as project security, is hereby ordered released.



RESOLUTION accepting public improvements for
Holmes Road Truck Lot (Riggy's Holmes Truck Facility)
[CR#5448 & CR#5448 AM] and releasing
CASH Bond held as project security

WHEREAS, **DPM Holmes, LLC.** is the Developer of a certain property within the present limits of the City of Memphis, as reflected on the plat, and located at the northeast corner of Holmes Road and Citation Drive, in Memphis, Tennessee.

and

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

and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the engineering plans for **Holmes Road Truck Lot (Riggy's Holmes Truck Facility) [CR#5448 & CR#5448 AM]** and the completion of the public improvements therein, are and the same, are hereby accepted by the City.

BE IT FURTHER RESOLVED, that **the CASH Bond, in the amount of \$245,900.00**, held as project security, **is hereby ordered released.**



Memphis City Council Summary Sheet

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

This is a resolution to accept grant funds from the Tennessee Department of Safety and Homeland Security in the amount of Thirty Five Thousand Dollars (\$35,000.00) to provide for Overtime Salaries.

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

The City of Memphis Division of Police Services is awarded this grant from the Tennessee Department of Safety and Homeland Security.

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

This item does not change an existing ordinance or resolution.

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

All Districts

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

This is a new grant award pending Council approval.

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

Acceptance will require an amendment to the FY 2025 Operating Budget to appropriate the funds.

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

Not Applicable.



A Resolution to accept grant funds in the amount of Thirty-Five Thousand Dollars (\$35,000.00) from Tennessee Highway Safety Office (THSO) through the Tennessee Department of Safety and Homeland Security.

WHEREAS, The City of Memphis Division of Police Services has been awarded grant funds in the amount of Thirty-Five Thousand Dollars (\$35,000) from the Tennessee Highway Safety Office (THSO) through the Tennessee Department of Safety and Homeland Security for the FY24 Bicycle and Pedestrian Safety Grant; and

WHEREAS, this award will provide for funding personnel overtime salaries; and

WHEREAS, it is necessary to accept the grant funding and amend FY2025 Operating Budget to establish funds for the Tennessee Highway Safety Office (THSO) grant project – FY24 Bicycle and Pedestrian Safety Grant; and

WHEREAS, it is necessary to appropriate the FY2024 grant funds in the amount of Thirty-Five Thousand Dollars (\$35,000) for the Tennessee Highway Safety Office (THSO) grant project – FY24 Bicycle and Pedestrian Safety Grant Program;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the Tennessee Highway Safety Office (THSO) grant project – FY24 Bicycle and Pedestrian Safety Grant Program funds in the amount of Thirty-Five Thousand Dollars (\$35,000) be accepted by the City of Memphis.

BE IT FURTHER RESOLVED, That the Fiscal Year 2025 Operating Budget for Grant Funds 205 be and is hereby amended by appropriating the Expenditures and Revenues for the FY2024 Tennessee Highway Safety Office (THSO) grant project – FY24 Bicycle and Pedestrian Safety Grant Program in the amount of Thirty-Five Thousand Dollars (\$35,000) as follows:

REVENUE	
Tennessee Department of Safety and Homeland Security	<u>\$35,000.00</u>
TOTAL	\$35,000.00
Expenditures	
Overtime	<u>\$35,000.00</u>
Total	\$35,000.00



Tennessee Department of Safety & Homeland Security
Tennessee Highway Safety Office



SIGNATURE AUTHORITY CONSENT FORM

I _____ as the _____ of
Name of Person Granting Signature Authority (Printed) Title of Person Granting Authority

_____ hereby grant the person(s) identified below signatory authority
Name of Organization Receiving Grant

for the 2023-2024 grant awarded by the Tennessee Highway Safety Office. The following individual or individuals are entitled to sign all grant related documents on behalf of my organization.

Cerelyn J. Davis, Chief of Police Cerelyn J. Davis
Name and Title (Printed) Signature

Name and Title (Printed) Signature

Name and Title (Printed) Signature

The above signatory authority granted to the above individual(s) may be revoked by me or by my organization at any time by written notice to the Tennessee Highway Safety Office.

Signature of Person Granting Authority Date



GOVERNMENTAL GRANT CONTRACT

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

Begin Date April 1, 2024	End Date September 30, 2024	Agency Tracking # Z24THS382	Edison ID 78559 (AL)
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Grantee Legal Entity Name Memphis Police Department	Edison Vendor ID 4104
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Subrecipient or Recipient <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Recipient	Assistance Listing Number - 20.616 Grantee's fiscal year end - June 30
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Service Caption (one line only)
Bicycle and Pedestrian Safety

Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2024		\$35,000.00			\$35,000.00
TOTAL:		\$35,000.00			\$35,000.00

Grantee Selection Process Summary	
<input checked="" type="checkbox"/> Competitive Selection	Grants will be awarded based on the highest scores, data, and funding availability. Law enforcement grants will be awarded based on data provided by the Department of Safety and Homeland Security's Tennessee Integrated Traffic Analysis Network (TITAN) business unit. Data is imported into a funding allocation tool which places a dollar amount per county based on the data provided by TITAN.
<input type="checkbox"/> Non-competitive Selection	

Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.	<i>CPO USE - GG</i>
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Speed Chart (optional)	Account Code (optional) 71302000
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**GRANT CONTRACT
 BETWEEN THE STATE OF TENNESSEE,
 DEPARTMENT OF SAFETY AND HOMELAND SECURITY
 AND
 Memphis Police Department**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Safety and Homeland Security, hereinafter referred to as the "State" or the "Grantor State Agency" and Memphis Police Department, hereinafter referred to as the "Grantee," is for the provision of implementing a highway safety grant, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 4104

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall undertake Alcohol Countermeasures Highway Safety Project(s) as defined in the Tennessee Highway Safety Plan and may include: training for prosecutors and law enforcement officials in driving under the influence (DUI) prosecution techniques and reporting; law enforcement activities to decrease the number of DUI crashes; DUI toxicology testing and training to reduce the backload of pending DUI cases, youth alcohol programs designed to prevent the purchase and use of alcohol and DUI related crashes; programs to reduce DUI repeat offender behavior; designated driver programs; and programs to improve prosecution and reduce the backload of DUI cases pending in courts.
- A.3. General Grant Requirements. The Grantee shall prepare and submit to the State claims and status reports at a minimum of quarterly on the form specified by the State, for the quarters of the Federal Fiscal Year ending December 31, March 31, June 30, and September 30. All claims and status reports are due in the State office no later than the first (1st) of the second month following the end of the covered reporting period as shown below:

Monthly Claims and Status Reports	
Reporting Period	Due Date
October	December 1st
November	January 1st
December	February 1st
January	March 1st
February	April 1st
March	May 1st
April	June 1st
May	July 1st
June	August 1st
July	September 1st
August	October 1st
September	November 1st

Quarterly Claims and Status Reports	
Reporting Period	Due Date
October 1 through December 31	February 1st
January 1 through March 31	May 1st
April 1 through June 30	August 1st
July 1 through September 30	November 1st

The Grantee agrees:

- a. To prepare and submit to the State a final report for each grant, on the form specified by the State, thirty (30) days following the final quarter.
- b. That all manufactured products used in implementing the project which is funded under this Grant Contract are produced in the United States, in accordance with Section 165 of the Surface Transportation Act of 1982 (Pub.L. 97-424; 96 Stat. 2097), unless the Secretary of Transportation has determined under Section 165 that it is appropriate to waive this requirement.
- c. To comply with the Buy America requirement (23 U.S.C. § 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five percent (25%). In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.
- d. To comply with provisions of the Hatch Act (5 U.S.C. §§ 1501–1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- e. To not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.
- f. That it is encouraged to adopt and enforce, in accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. Information and resources on traffic safety programs and policies for employers, including information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives, are available from the Network of Employers for Traffic Safety (NETS®, <https://trafficsafety.org/>), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. Information on statistics, campaigns, and program evaluations and references are available through NHTSA (www.nhtsa.gov).
- g. That it is encouraged to adopt and enforce, in accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including

policies to ban text messaging while driving company-owned or -rented vehicles, Government-owned, leased or rented vehicles, or privately-owned when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

- h. That, to receive funds under this Grant Contract, it has an acceptable financial management system pursuant to 49 CFR § 18.20.
- i. To identify, report, and use any Program Income generated from grant funds as defined in 23 CFR Part 1200.34.
- j. That, to receive funds under this Grant Contract, it has an acceptable procurement system pursuant to 49 CFR § 18.36.
- k. To assist the State in meeting the requirements of subrecipient monitoring and to permit the State and the U.S. Department of Transportation to inspect the Grantee's records as deemed necessary for grant monitoring purposes. The Grantee shall be aware that subrecipient monitoring is not the same as program monitoring and is conducted independently, although some Grantee activities may be monitored by both State program personnel and State subrecipient monitoring personnel. One aspect of the Grantee's assistance shall be that the Grantee have a written policy, and submit it to the State upon request, that clearly explains how the Grantee meets the U.S. Department of Labor's Fair Labor Standards Act's requirements for hours of work and overtime pay (see <https://www.dol.gov/agencies/whd/flsa>).
- l. That facilities and equipment acquired under this Grant Contract for use in the highway safety program shall be used and kept in operation for highway safety purposes by the State; or the State, by formal agreement with appropriate officials of the Grantee, may cause the same to be used and kept in operation for highway safety purposes.
- m. That, when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing the project funded in whole or in part with federal funds, such documents clearly state: 1) the percentage of the total cost of the project which will be financed with federal funds, and 2) the dollar amount of federal funds for the project.
- n. All law enforcement grantees must submit campaign data into the State's Tennessee Highway Safety Office ("THSO") website within two (2) weeks following conclusion of a National Highway Transportation Safety Administration ("NHTSA") campaign.

A.4. Drug-Free Workplace. The Grantee further agrees:

- a. To notify each employee engaged in the performance of this Grant Contract and to notify each such employee that as a condition of employment, he or she will abide by the terms of the Drug-Free Workplace Statement and notify his or her employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction. Notification by Grantee to employee shall take place by delivering a copy of the Drug-Free Workplace Guidelines established by the Tennessee Department of Human Resources to each employee.
- b. That, upon notification from an employee of any criminal drug statute conviction, the Grantee shall notify the State within ten (10) days after receiving notice from an employee of any criminal drug statute conviction.

- c. To take the following two (2) actions, within thirty (30) days of receiving notice from an employee of any criminal drug statute conviction, as provided in the second preceding paragraph:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such employees to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
 - d. To make a good faith effort to continue to maintain a drug free workplace through implementation of the subject matter of the three (3) preceding paragraphs.
- A.5. Interacting with individuals under eighteen (18) years of age. This provision shall only apply if it is indicated that a purpose of any or all of the activities to be carried out under this Grant Contract is to benefit a set of individuals under eighteen (18) years of age ("Participating Minors"). If the purpose of any or all of the activities to be carried out under this Grant Contract is to benefit a set of Participating Minors, the Grantee, and any Subgrantee, shall make determinations of suitability for interacting with Participating Minors as set forth in federal guidelines. This determination of suitability must be made before individuals, regardless of employment status with the Grantee or Subgrantee, may interact with Participating Minors.
- A.6. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
- a. This Grant Contract document with any attachments.
 - b. The Tennessee Highway Safety Office Grants Management Manual located at <http://tntrafficsafety.org/grant-management-manual>.
 - c. The Grantee's application as marked "Grant Awarded" in TN Grants located at www.THSOGrants.org.
- A.7. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment Two, is incorporated in this Grant Contract.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on April 01, 2024 ("Effective Date") and extend for a period of six (6) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Thirty Five Thousand Dollars and Zero Cents (\$35,000.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment One is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

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

Tennessee Department of Safety and Homeland Security
 Tennessee Highway Safety Office
 Tennessee Tower, 25th Floor
 312 Rosa L. Parks Avenue
 Nashville, TN 37243

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

- and any other provision of this Grant Contract relating to allowable reimbursements.
- (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this Section C.5.
- C.6. Budget Line-item. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase total Grant Budget amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Budget amount shall require a Grant Contract amendment.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the Section C., payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
 - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be

construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.

- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair

compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.

- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

The State:

Clyde "Buddy" Lewis, Director
Tennessee Department of Safety and Homeland Security
Tennessee Highway Safety Office

Tennessee Tower, 25th Floor
312 Rosa L. Parks Avenue
Nashville, Tennessee 37243
Telephone #: (615) 741-2589

The Grantee:

Janille Townsel, Grants Administration Manager
Memphis Police Department
170 N Main Street Floor 11 Room 1121
Memphis, Tennessee 38103
Janille.Townsel@memphistn.gov
Telephone # (901) 636-3404
FAX # (901) 636-3815

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

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.

- c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

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

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

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

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

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

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

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law. At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).
When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.
- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.

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

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

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 through 67-6-608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal

offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in subsection b. of this certification; and
- d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

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

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

- D.36. State Sponsored Insurance Plan Enrollment. The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. [This provision only applies if the Maximum Liability in Section C.1. is \$30,000.00 or more]

Federal Funding Accountability and Transparency Act (FFATA).

This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

a. Reporting of Total Compensation of the Grantee's Executives.

- (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:
- i. 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and
 - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):
- i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.
- c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.

- d. The Grantee will obtain a Unique Entity Identifier (SAM) and maintain its number for the term of this Grant Contract. More information about obtaining a Unique Entity Identifier can be found at: <https://www.gsa.gov>.

The Grantee's failure to comply with the above requirements is a material breach of this Grant Contract for which the State may terminate this Grant Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and is in full compliance with the above requirements.



IN WITNESS WHEREOF,

Memphis Police Department:

GRANTEE SIGNATURE **DATE**

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF SAFETY AND HOMELAND SECURITY:

JEFF LONG, COMMISSIONER **DATE**

GRANT BUDGET	
Agency Name: Memphis Police Department	
Project Title: Bicycle and Pedestrian Safety	
The grant budget line-item amounts below shall be applicable only to expense incurred during the following	
Applicable Period: BEGIN: 04/01/2024 END: 09/30/2024	

POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY 1	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1 & 2	Salaries, Benefits & Taxes	\$35,000.00	\$0.00	\$35,000.00
4, 15	Professional Fee, Grant & Award 2	\$0.00	\$0.00	\$0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel, Conferences & Meetings	\$0.00	\$0.00	\$0.00
13	Interest 2	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals	\$0.00	\$0.00	\$0.00
17	Depreciation 2	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel 2	\$0.00	\$0.00	\$0.00
20	Capital Purchase 2	\$0.00	\$0.00	\$0.00
22	Indirect Cost	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$35,000.00	\$0.00	\$35,000.00

1. Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, Uniform Reporting Requirements and Cost Allocation Plans for Sub-recipients of Federal and State Grant Monies, Appendix A. (posted on the Internet at: https://www.tn.gov/content/dam/tn/finance/documents/fa_policies/policy3.pdf).
2. Applicable detail follows this page if line-item is funded.

ATTACHMENT TWO

Federal Award Identification Worksheet

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))	Memphis Police Department
Subrecipient's Unique Entity Identifier (SAM)	LSWERD3XLNU8
Federal Award Identification Number (FAIN)	69A3752330000405GTN0
Federal award date	10/01/2023
Subaward Period of Performance Start and End Date	04/01/2024 - 09/30/2024
Subaward Budget Period Start and End Date	04/01/2024 - 09/30/2024
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	20.616, National Priority Safety Programs
Grant contract's begin date	04/01/2024
Grant contract's end date	09/30/2024
Amount of federal funds obligated by this grant contract	\$35,000.00
Total amount of federal funds obligated to the subrecipient	\$35,000.00
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$639,544.62
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	National Priority Safety Programs
Name of federal awarding agency	National Highway Traffic Safety Administration (NHTSA)
Name and contact information for the federal awarding official	Atlanta Federal Center 61 Forsyth Street, SW Atlanta, GA 30303 Phone: (404) 562-3739 Fax: (404) 562-3763 E-mail: Region4@dot.gov
Name of pass-through entity	Tennessee Department of Safety and Homeland Security, Tennessee Highway Safety Office
Name and contact information for the pass-through entity awarding official	Buddy Lewis, Director Tennessee Highway Safety Office Tennessee Tower, 25th Floor 312 Rosa L. Parks Avenue Nashville, TN 37243 Telephone #: (615) 741-2589
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	0%

July 12, 2024

The Honorable Michalyn Easter-Thomas, Chairman
Personnel, Government Affairs, and Annexation Committee
City Hall - Room 514
Memphis, TN 38103

Dear Chairman Easter-Thomas:

Subject to Council approval, I hereby recommend that:

Shelly Rainwater

be appointed to the Memphis Landmarks Commission with a term expiration date of June 30, 2028.

I have attached biographical information.

Sincerely,



Paul A. Young
Mayor

PAY/sss

Enclosure
cc: Council Members

LANDMARKS COMMISSION**9 Member Board****5 Year Term****Oath of Office Required**

Grants or denies a certificate of appropriateness of applications for permits for construction, alteration, repair, rehabilitation, relocation or demolition of any building, structure or other improve to real estate situated within the 16 historic districts that have been established by the Memphis City Council. Empowered to request detailed construction plans and related data for thorough review of proposal. No construction, alteration, repair, etc. of any building, structure or other improvement to real property situated within a historic district or zone shall be performed without the issuance of a certificate of appropriateness.

		Term ends:
Joy Doss	F/B	08-31-24
Vacancy	F/B	06-30-23
Felicia Boyd	F/B	08-13-22
Michael Winter	M/W	10-31-26
Joyce Selena Love	F/Mr	07-24-25
Brown Gill	M/W	07-14-25
Mario Walker	M/B	07-14-25
Cyndy Grivich Tucker	F/W	08-31-24
Vacancy	F/B	05-26-23
Margot Payne	F/W	07-14-25

Update 062624

July 12, 2024

The Honorable Michalyn Easter-Thomas, Chairman
Personnel, Government Affairs, and Annexation Committee
City Hall - Room 514
Memphis, TN 38103

Dear Chairman Easter-Thomas:

Subject to Council approval, I hereby recommend that:

Lauren Tolbert

be appointed to the Memphis Landmarks Commission with a term expiration date of June 30, 2028.

I have attached biographical information.

Sincerely,



Paul A. Young
Mayor

PAY/sss

Enclosure

cc: Council Members

LANDMARKS COMMISSION**9 Member Board****5 Year Term****Oath of Office Required**

Grants or denies a certificate of appropriateness of applications for permits for construction, alteration, repair, rehabilitation, relocation or demolition of any building, structure or other improve to real estate situated within the 16 historic districts that have been established by the Memphis City Council. Empowered to request detailed construction plans and related data for thorough review of proposal. No construction, alteration, repair, etc. of any building, structure or other improvement to real property situated within a historic district or zone shall be performed without the issuance of a certificate of appropriateness.

		Term ends:
Joy Doss	F/B	08-31-24
Vacancy	F/B	06-30-23
Felicia Boyd	F/B	08-13-22
Michael Winter	M/W	10-31-26
Joyce Selena Love	F/Mr	07-24-25
Brown Gill	M/W	07-14-25
Mario Walker	M/B	07-14-25
Cyndy Grivich Tucker	F/W	08-31-24
Vacancy	F/B	05-26-23
Margot Payne	F/W	07-14-25

Update 062624

July 12, 2024

The Honorable Michalyn Easter-Thomas, Chairman
Personnel, Government Affairs, and Annexation Committee
City Hall - Room 514
Memphis, TN 38103

Dear Chairman Easter-Thomas:

Subject to Council approval, I hereby recommend that:

Rebecca Conrad

be appointed to the be appointed to the Memphis & Shelby County Board of Adjustment with a term expiration date of December 31, 2026.

I have attached biographical information.

Sincerely,



Paul A. Young
Mayor

PAY/sss

Enclosure
cc: Council Members

MEMPHIS & SHELBY COUNTY BOARD OF ADJUSTMENT
8 Member Board
(4) City & (4) County
Oath of Office Required
3 Year Terms

Purpose:

The Memphis & Shelby County Board of Adjustment hears appeals from the administration of zoning laws adopted pursuant to the enabling legislation allowing the control of land uses.

		Term ends: :
Vacancy (City)	M/W	12-31-23
Vacancy (City)	F/B	12-31-23
Bruce, Kevin (City)	M/B	12-31-23
Rainey, Timothy (City)	M/W	12-31-23

Updated 062624

July 12, 2024

The Honorable Michalyn Easter-Thomas, Chairman
Personnel, Government Affairs, and Annexation Committee
City Hall - Room 514
Memphis, TN 38103

Dear Chairman Easter-Thomas:

Subject to Council approval, I hereby recommend that:

Gregory Love

be appointed to the be appointed to the Memphis & Shelby County Board of Adjustment with a term expiration date of December 31, 2026.

I have attached biographical information.

Sincerely,



Paul A. Young
Mayor

PAY/sss

Enclosure
cc: Council Members

July 12, 2024

The Honorable Michalyn Easter-Thomas, Chairman
Personnel, Government Affairs, and Annexation Committee
City Hall - Room 514
Memphis, TN 38103

Dear Chairman Easter-Thomas:

Subject to Council approval, I hereby recommend that:

Michael Winter

be appointed to the Memphis & Shelby County Land Use Control Board with a term expiration date of October 31, 2026.

I have attached biographical information.

Sincerely,



Paul A. Young
Mayor

PAY/sss

Enclosure
cc: Council Members

MEMPHIS & SHELBY COUNTY LAND USE CONTROL BOARD

10 Member Board

(5) City & (5) County

Oath of Office Required

3 Year Term

Purpose of Board:

To oversee and guide the orderly growth of the City of Memphis and Shelby County through zoning. The Board hears and makes decisions on all zoning requests.

CITY:

		Term ends:
Vacancy	M/W	10-31-23
Vacancy	F/W	10-31-17
Sharp, Mary	F/B	10-31-23
Toles, James	M/B	10-31-17
Gill, Raymond Browning	M/W	10-31-23

Updated 062624

Ordinance No. _____

AN ORDINANCE TO RENAME THE LINCOLN PARK PAVILION IN HONOR OF HAZEL MOORE AS THE HAZEL MOORE PAVILION IN THE CITY OF MEMPHIS

WHEREAS, on occasion, the Memphis City Council sees fit to recognize members of the Memphis community who have had a lasting impact and Hazel Moore is certainly worthy of recognition for her contributions, service, and dedication to improving the lives of individuals in the community of Memphis, Tennessee, throughout her illustrious career; and

WHEREAS, Hazel Moore has dedicated more than fifty (50) years to the field of cosmetology as a distinguished professional and licensed instructor, tirelessly sharing her expertise and passion with countless individuals; and

WHEREAS, Hazel Moore is a successful businesswoman and the esteemed sole proprietor of Hazel's Hair Fashion, a testament to her entrepreneurial spirit and commitment to excellence in the beauty industry; and

WHEREAS, Hazel Moore has been a trailblazer and influential figure in the beauty industry, setting high standards and paving the way for future generations of cosmetologists; and

WHEREAS, Hazel Moore has been appointed by three Governors of the State of Tennessee to serve on the State Board of Cosmetology, where she has played a crucial role in regulating state laws and ensuring the integrity of the profession; and

WHEREAS, Hazel Moore, driven by her commitment to community improvement and youth empowerment, founded a mentoring group for young ladies, providing scholarships and guidance to help them overcome challenges and achieve personal success; and

WHEREAS, under Section 12-84-22 of the City of Memphis Code of Ordinances states that when the city acquires any public parks or recreational areas, the Memphis City Council is responsible for naming them; the Council also has the authority to change the official names of existing parks and recreational areas through an ordinance; and

WHEREAS, the Memphis City Council now seeks to exercise its naming authority under Section 12-84-22 of the City of Memphis Code of Ordinances to rename the City of Memphis Lincoln Park Pavilion at 1594 S. Orleans Street in the city of Memphis, Tennessee in honor of Hazel Moore in recognition of her legacy and enduring impact on the Memphis community.

NOW, THEREFORE BE IT ORDAINED by the Council of the City of Memphis that:

Section 1. The City of Memphis Lincoln Park Pavilion at 1594 S. Orleans Street in the city of Memphis, Tennessee, and any replacement or successor facility, shall be renamed the "The Hazel Moore Pavilion."

Section 2. Upon passage of this ordinance, the newly named "The Hazel Moore Pavilion" shall be memorialized with a new facility sign and a suitable memorial plaque outside the clubhouse, acknowledging the honor. Any costs associated with the construction or installation of the sign shall be incurred by the City of Memphis Parks Division, and if necessary, the Memphis Parks Division shall bring a funding resolution before the City Council for consideration.

Section 3. The City of Memphis Parks Division shall make the appropriate arrangements to alter any media collateral and associated documentation to denote the name change to “The Hazel Moore Pavilion.”

Section 4. Severability. All provisions of this Ordinance are hereby severable and 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 Mayor in writing by the comptroller and become effective as otherwise provided by law.

Sponsors:
Jana Swearengen-Washington
Dr. Jeff Warren

JB Smiley, Jr.
Chairman

ORDINANCE TO AMEND CHAPTER 21 OF THE CODE OF ORDINANCES OF MEMPHIS,
TENNESSEE, GOVERNING MOTOR VEHICLES AND TRAFFIC, TO AMEND
REGISTRATION FEES

WHEREAS, the Memphis City Council seeks to increase its motor vehicle registration fees according to TN Code Annotated 55-4-111; and the last amendment of Chapter 21 of the Code of Ordinances of Memphis, Tennessee, governing motor vehicles and traffic was in 1982; and

WHEREAS, since 1982 there have been substantial socioeconomic changes, including shifts in the cost of living, employment patterns, and income levels, necessitating an updated fee structure that reflects the current economic realities; and

WHEREAS, the City of Memphis recognizes the need to align its vehicle registration fees with those of other major cities in Tennessee to ensure consistency and fairness, while also addressing the unique needs and financial requirements of Memphis; and

WHEREAS, an increase in vehicle registration fees for Classes A- H vehicles will generate substantial additional revenue that can be allocated towards critical infrastructure improvements, public safety, and other essential city services; and

WHEREAS, in an effort to address this need, the Council passed Ordinance No, 5907; however, upon further information, it is necessary to amend such fees to ensure that the City of Memphis achieves its intended goal to increase revenues.

NOW, THEREFORE,

Section 1. BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEMPHIS that Chapter 21, Article VIII – Motor Vehicles and Traffic, Registration of Vehicles – Section 21-268, governing registration fees is hereby amended to state the following:

Sec. 21-268. Registration Fees

- A. For every motor vehicle which is registered as required by this chapter, the owner thereof as classified under T.C.A. § 55-4-111 shall pay the city's registration agent fees as follows:

Vehicle Registration Fee Classes	Current	Proposed
Class (A) motorcycles	\$10.00	\$20.00
Class (B) motorcycles with three wheels, used in furtherance of a commercial enterprise	\$21.00	\$62.00
Class (C) passenger motor vehicles	\$30.00	\$60.00
Class (E): Private buses (not for hire)	\$30.00	\$60.00

<p>Class (F): Low-speed vehicles “Low Speed Vehicle” means any four wheeled electric or gasoline vehicle, excluding golf carts, whose top speed is greater than 20 mph but not greater than 25 mph, including neighborhood electric vehicles. Low speed vehicles must comply with the standards in 49 CFR 571.500.</p>	\$30.00	\$60.00
<p>Class (G): Medium-speed vehicles “Medium Speed Vehicle” means any four wheeled electric or gasoline vehicle, excluding golf carts, whose top speed is greater than 30 mph but not greater than 35 mph, including neighborhood electric vehicles and mini-trucks. Medium speed vehicles must meet or exceed the federal safety standards set forth in 49 CFR 571.500.</p>	\$30.00	\$60.00
<p>Class (H)(i): Class I off-highway vehicles "Class I off-highway vehicle" means a motorized vehicle with not less than four non-highway tires, no more than six non-highway tires, whose top speed is greater than 35 mph, that is limited in total dry weight up to 2,500 lbs, that is 80 inches or less in width, and that has a non-straddle seating capable of holding no more than four passengers and a steering wheel. "Class I off-highway vehicle" includes mini-trucks.</p>	\$30.00	\$60.00
<p>Class (H)(ii): Class II off-highway vehicles "Class II off-highway vehicle" means any off-highway vehicle that is designed to be primarily used for recreational purposes, that has a non-straddle seating capable of holding at least two but no more than four passengers and a steering wheel, and that is commonly referred to as a sand buggy, dune buggy, rock crawler, or sand rail. "Class II off-highway vehicle" does not include a snowmobile or other vehicle designed to travel exclusively over snow or ice.</p>	\$30.00	\$60.00

COMMERCIAL VEHICLE REGISTRATION FEES		
CLASS	WEIGHT	MEMPHIS FEE
BU1	1-7 SEATS	60.00
BU2	8-15 SEATS	60.00
BU3	16-25 SEATS	60.00
BU4	26-25 SEATS	60.00
BU5	OVER 25 SEATS	60.00
BU6	WITHIN CITY	60.00
H01	9000	68.00
H02	16000	81.00
H03	20000	113.00
H04	26000	144.00
H05	32000	176.00
H06	38000	207.00
H07	44000	239.00
H08	55000	382.00
H09	66000	413.00
H10	74000	476.00
H11	80000	552.00
J02	16000	68.00
J03	20000	81.00
J04	26000	113.00
J05	32000	144.00
J06	38000	176.00
J07	44000	207.00
J08	56000	309.00
J09	66000	382.00

J10	74000	413.00
J11	80000	476.00
Z01	74000 LOCAL	413.00
Z02	74000 MULTI	413.00
Z03	LOCAL CONCRETE	413.00
Z04	MULTI CONCRETE	413.00
Z05	80000 LOCAL	476.00
Z06	80000 MULTI	476.00
FL1	9000	40.00
FL2	16000	43.00
FL3	20000	51.00
FL4	26000	59.00
FL5	32000	67.00
FL6	38000	74.00
FL7	44000	82.00
FL8	56000	101.00
FL9	66000	108.00
FL10	74000	124.00
FL11	80000	143.00
WD1	WELL DRILLER	68.00
SPO	SEMI TRAILER	

B. Registration fee for dealers, manufacturers and transporters.

1. Any manufacturer, transporter or dealer owning a motor vehicle for the sole purpose of resale may obtain "dealer" registration of the vehicle at the hereinafter fees for the specified purpose of operating such vehicles upon the city streets. Operation upon the streets of the city under this special registration is to be limited to operation by their customers for temporary purposes, not in excess of 24 hours, or for movement of any vehicle of the like type upon the city streets solely for the purpose of delivery. The operation of service vehicles owned by a manufacturer or transporter or dealer while using special registration is not permitted. The fee for the first registration shall be at the rate of \$41.00, for a passenger motor vehicle and the charge for each additional registration for the manufacturer, transporter or dealer special registration shall be at \$21.00 per vehicle.
2. Any dealer engaged in the sale of trucks (freight motor vehicles) at retail may make application for purchase of special dealer registration at a fee of \$325.00 per unit. No dealer shall permit such registrations to be used by any person except one who is a prospective purchaser of such truck. All other restrictions that apply to such dealers in T.C.A. § 55-4-117 shall also apply to the city registration.

C. Proration of fees for any class shall be done in accordance with the laws of the State of Tennessee.

- D. All city registrations issued for motor vehicles as registered for state purposes under chapters 1 through 6 of title 55, T.C.A., shall expire at the same date set out in T.C.A. § 55-4-104 for the registration with the state.
- E. These fees shall apply to all vehicles whose registration becomes due from and after the effective date hereof.

Section 2. Nonconflicting - Conflicting laws.

BE IT FURTHER ORDAINED that as amended hereby all laws constituting the present Code of Ordinances of the City of Memphis be and the same are hereby continued in full force and effect, and all laws in conflict herewith are hereby repealed. This ordinance does not alter or amend the rights or obligations of any person or entity that may exist under the City Charter or under Tennessee law.

Section 3. Severability.

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

Section 4. Effective Date.

BE IT FURTHER ORDAINED That this Ordinance shall take effect from and after the date it shall have been passed by the Council, signed by the 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(s):
Administration

JB Smiley, Jr.
Chairman



Memphis City Council Summary Sheet

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

Resolution to approve ground lease for High5 Entertainment Complex in The District @ Liberty Park with 30-year base term and four (4) automatic 10-year renewal options

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

Housing & 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.

District 4 & Super District 8

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

requires a new ground lease and development agreement with private developers

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

No. About 85-90% of sitework to accommodate project has already been completed; remaining improvements have already been budgeted and will be performed as developer completes primary construction of project

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

Not applicable



A Resolution approving a 30-year Ground Lease, with Four (4) Ten-Year renewal options, for the construction and operation of a High Five Entertainment Complex on a designated site within The District @ Liberty Park with HIGH FIVE ENTERTAINMENT, LLC.

Whereas, the City of Memphis must show the likelihood of Fifty Million Dollars of private development within the Liberty Park Tourism Development Zone to comply with the statutory requirements for tourism development zones as listed in Tennessee Code Annotated 7-88-101 et seq., as amended; and

Whereas, the presence of new private, commercial development within the Liberty Park Tourism Development Zone, and specifically the sales tax revenues generated by such private businesses, is essential to the City's ability to pay the annual debt service of approximately Three Million Seven Hundred Thousand Dollars (\$3,700,000) on the Tourism Development Zone Bonds issued to pay for the redevelopment of Liberty Park, and without such revenues, the City would be responsible for paying the annual debt service from its general fund; and

Whereas, the continued success of the Memphis Sports & Events Center ("MSEC") is enhanced significantly with the presence of nearby hotels and restaurants that cater to the youth and family demographics that attend multi-day competitions at MSEC, particularly since such amenities are increasingly available at other sports facilities with which MSEC must compete for business; and

Whereas, the City owns approximately 18 acres of real property within Liberty Park which is ideally situated for a mixed-use development (the "Master Development") that will include hotels, restaurants, food and beverage establishments, family entertainment venues, and niche retail to serve the visitors of MSEC and the Simmons Bank Liberty Stadium; and

Whereas, said property is depicted on Attachment A and is bordered by Central Avenue on the north, Fred Jones Way on the east, Raymond Skinner Avenue on the south, and Early Maxwell Boulevard on the west, which is a portion of Parcel # 02907000008 that comprises the

majority of the Liberty Park campus, and has a general address of 2477 Central Avenue as assigned by MLGW for planning purposes; and

Whereas, the City has completed the sitework and utility infrastructure in accordance with the planned development application approved by the Land Use Control Board and the Memphis City Council (Case # PD 19-18) and now has “build-ready” site pads available; and

Whereas, the administration and its team of advisors have selected HIGH FIVE ENTERTAINMENT, LLC, a Texas limited liability company (“Tenant”), as the family entertainment developer based on the success of the company’s chain of High Five entertainment complexes and their capacity to undertake this project and further recommend that the City as “Landlord” execute an extended ground lease to Tenant while City maintains ownership of the land; and

Whereas, Tenant, using their private capital, would design, construct, own and operate a High Five entertainment complex consisting of activities such as bowling, video games, and laser tag, as well as a full-service restaurant and upscale bar, with said structure to be located on 0.69 acres labeled as “Parcel 3” on Attachment B (the “Property”); and

Whereas, if approved, the City would execute a ground lease for the Property with Tenant for an initial term of **thirty (30) years with four (4) ten-year renewal options** using a triple-net lease, meaning Tenant would be directly responsible for property taxes (as assessed after any PILOTs, reductions, or incentives which might be awarded by appropriate agencies), building insurance, and maintenance for the Property, in addition to rent and utilities; and

Whereas, the obligation to pay rent would commence on the date the business opens to the public (exclusive of certain “soft openings”) and the minimum rent shall be **\$17,756.60 per year for the first five years**, increasing by 5.0% every ten years thereafter during both the base term and the exercised extension option, unless Tenant elects to prepay the rent for the initial term in advance; and

Whereas, Tenant would also be responsible for paying to the City the Property’s pro-rata share of common area maintenance expenses or “CAM” for those common areas benefitting the Tenant or the general public and for which the City shall be responsible for the maintenance and

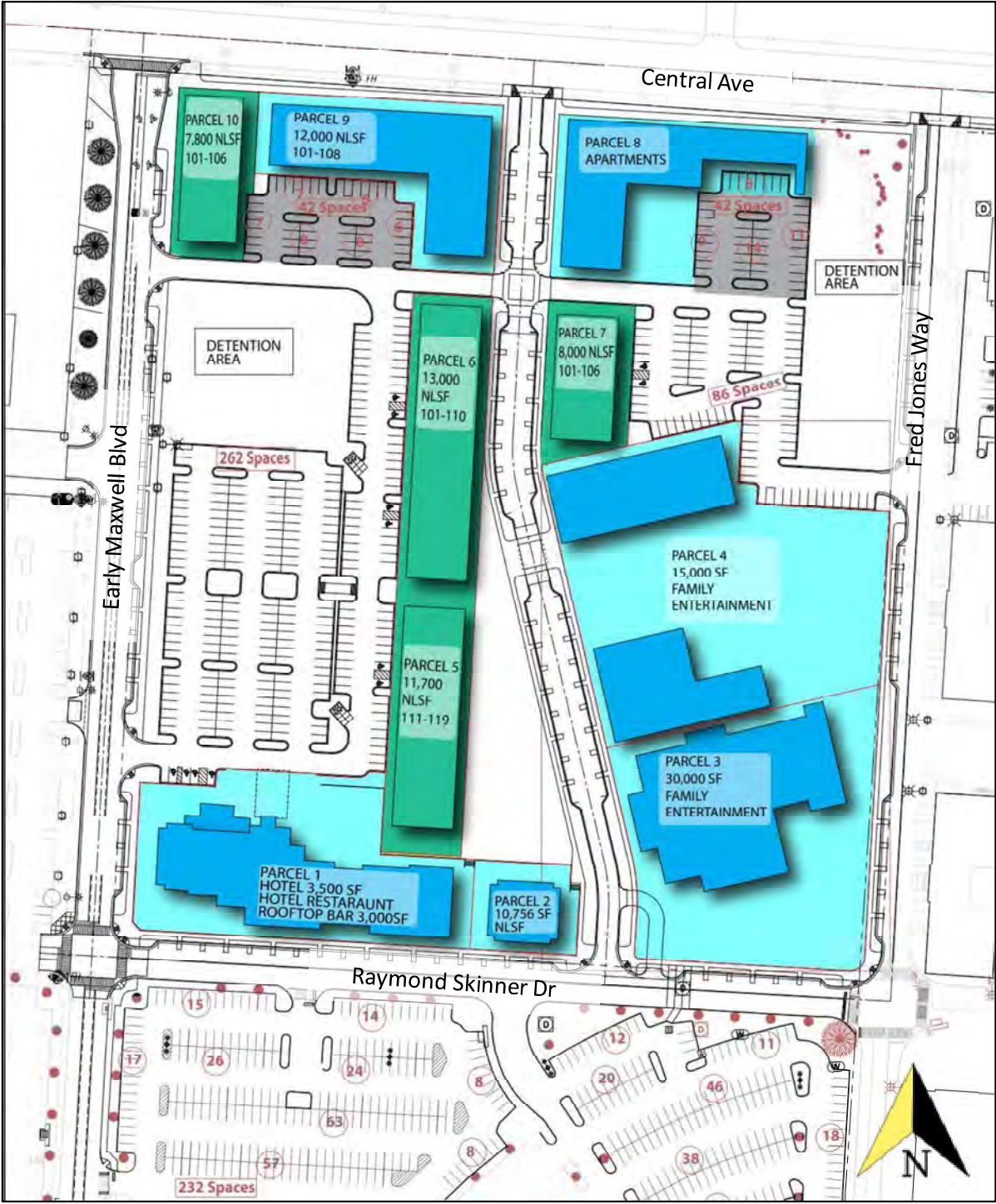
repair, including but not limited to, parking lots, access and perimeter roads, truck passageways, loading platforms, landscaped areas, exterior walks, ramps, stairs, underground storm and sanitary sewers, utility lines, drinking fountains, and other public facilities, under a mutually acceptable agreement to be executed; and

Whereas, the Master Development will include additional retail, restaurant, entertainment and hospitality tenants, and the City as master developer and landlord shall be responsible for creating cross-easements, air rights leases, and/or vertical subdivisions as necessary to maximize enjoyment of use and value for all parties; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the long-term lease for the above-described Property with HIGH FIVE ENTERTAINMENT, LLC, a Texas limited liability company is hereby approved; and

BE IT FURTHER RESOLVED, that the City of Memphis Real Estate Department shall arrange for the execution of the ground lease, and that the Mayor of the City of Memphis is hereby authorized to execute said lease and any other documents necessary to complete the lease.

Attachment A
The Master Development, also known as The District @ Liberty Park



Parcels in green are not planned for development during this first phase.

Attachment B
The Property (Family Entertainment)





Memphis City Council Summary Sheet

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

Resolution to approve ground lease for mixed-use project with approx. 200 residential units and 12,000 SF of retail in The District @ Liberty Park with 30-year base term and six (6) automatic 10-year renewal options

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

Housing & 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.

District 4 & Super District 8

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

requires a new ground lease and development agreement with private developers

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

No. About 85-90% of sitework to accommodate project has already been completed; remaining improvements have already been budgeted and will be performed as developer completes primary construction of project

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

Not applicable



A Resolution approving a 30-year Ground Lease, with Six (6) Ten-Year renewal options, for the construction and operation of a mixed-use project with multi-family residences and 12,000 square feet of retail on a designated site within The District @ Liberty Park with Liberty Park Residences, LLC.

Whereas, the City of Memphis must show the likelihood of Fifty Million Dollars of private development within the Liberty Park Tourism Development Zone to comply with the statutory requirements for tourism development zones as listed in Tennessee Code Annotated 7-88-101 et seq., as amended; and

Whereas, the presence of new private, commercial development within the Liberty Park Tourism Development Zone, and specifically the sales tax revenues generated by such private businesses, is essential to the City's ability to pay the annual debt service of approximately Three Million Seven Hundred Thousand Dollars (\$3,700,000) on the Tourism Development Zone Bonds issued to pay for the redevelopment of Liberty Park, and without such revenues, the City would be responsible for paying the annual debt service from its general fund; and

Whereas, the continued success of the Memphis Sports & Events Center ("MSEC") is enhanced significantly with the presence of nearby hotels and restaurants that cater to the youth and family demographics that attend multi-day competitions at MSEC, particularly since such amenities are increasingly available at other sports facilities with which MSEC must compete for business; and

Whereas, the City owns approximately 18 acres of real property within Liberty Park which is ideally situated for a mixed-use development (the "Master Development") that will include hotels, restaurants, food and beverage establishments, family entertainment venues, and niche retail to serve the visitors of MSEC and the Simmons Bank Liberty Stadium; and

Whereas, said property is depicted on Attachment A and is bordered by Central Avenue on the north, Fred Jones Way on the east, Raymond Skinner Avenue on the south, and Early Maxwell Boulevard on the west, which is a portion of Parcel # 02907000008 that comprises the

majority of the Liberty Park campus, and has a general address of 2477 Central Avenue as assigned by MLGW for planning purposes; and

Whereas, the City has completed the sitework and utility infrastructure in accordance with the planned development application approved by the Land Use Control Board and the Memphis City Council (Case # PD 19-18) and now has “build-ready” site pads available; and

Whereas, the administration and its team of advisors have selected Liberty Park Residences, LLC, a Delaware limited liability company (“Tenant”), as the multi-family and retail developer based on the company’s experience with mixed-use developments and their capacity to undertake this project and further recommend that the City as “Landlord” execute an extended ground lease to Tenant while City maintains ownership of the land; and

Whereas, Tenant, using their private capital, would design, construct, own and operate a mixed-use development consisting of approximately two hundred (200) residential units and twelve thousand (12,000) square feet of ground-level retail space, with said development to be located on 1.56 acres labeled as “Parcel 8” and “Parcel 9” on Attachment B (the “Property”); and

Whereas, if approved, the City would execute a ground lease for the Property with Tenant for an initial term of **thirty (30) years with six (6) ten-year renewal options** using a triple-net lease, meaning Tenant would be directly responsible for property taxes (as assessed after any PILOTs, reductions, or incentives which might be awarded by appropriate agencies), building insurance, and maintenance for the Property, in addition to rent and utilities; and

Whereas, the obligation to pay rent would commence on the date when either the retail portion or the residences portion opens to the public for business (exclusive of certain “soft openings”) and the minimum rent shall be **\$77,847.17 per year for the first five years**, increasing by 4% every five years thereafter during both the base term and the exercised extension options, unless Tenant elects to prepay the rent for the initial term in advance, in which case the amount owed would be \$2,331,247.94; and

Whereas, Tenant would also be responsible for paying to the City the Property’s pro-rata share of common area maintenance expenses or “CAM” for those common areas benefitting the

Tenant or the general public and for which the City shall be responsible for the maintenance and repair, including but not limited to, parking lots, access and perimeter roads, truck passageways, loading platforms, landscaped areas, exterior walks, ramps, stairs, underground storm and sanitary sewers, utility lines, drinking fountains, and other public facilities, under a mutually acceptable agreement to be executed; and

Whereas, the Master Development will include additional retail, restaurant, entertainment and hospitality tenants, and the City as master developer and landlord shall be responsible for creating cross-easements, air rights leases, and/or vertical subdivisions as necessary to maximize enjoyment of use and value for all parties; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the long-term lease for the above-described Property with Liberty Park Residences, LLC, a Delaware limited liability company is hereby approved; and

BE IT FURTHER RESOLVED, that the City of Memphis Real Estate Department shall arrange for the execution of the ground lease, and that the Mayor of the City of Memphis is hereby authorized to execute said lease and any other documents necessary to complete the lease.

Attachment A
The Master Development, also known as The District @ Liberty Park



Parcels in green are not planned for development during this first phase.

Attachment B
The Property (Multi-Family)





Memphis City Council Summary Sheet

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

Resolution to approve ground lease for 150-room hotel in The District @ Liberty Park with 30-year base term and four (4) automatic 10-year renewal options

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

Housing & 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.

District 4 & Super District 8.

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

requires a new ground lease and development agreement with private developers

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

No. About 85-90% of sitework to accommodate hotel has already been completed; remaining improvements have already been budgeted and will be performed as developer completes primary construction of hotel

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

Not applicable



A Resolution approving a 30-year Ground Lease, with Four (4) Ten-Year renewal options, for the construction and operation of a hotel on a designated site within The District @ Liberty Park with G2 Venture Group or an entity to be formed by said Group for this project.

Whereas, the City of Memphis must show the likelihood of Fifty Million Dollars of private development within the Liberty Park Tourism Development Zone to comply with the statutory requirements for tourism development zones as listed in Tennessee Code Annotated 7-88-101 et seq., as amended; and

Whereas, the presence of new private, commercial development within the Liberty Park Tourism Development Zone, and specifically the sales tax revenues generated by such private businesses, is essential to the City's ability to pay the annual debt service of approximately Three Million Seven Hundred Thousand Dollars (\$3,700,000) on the Tourism Development Zone Bonds issued to pay for the redevelopment of Liberty Park, and without such revenues, the City would be responsible for paying the annual debt service from its general fund; and

Whereas, the continued success of the Memphis Sports & Events Center ("MSEC") is enhanced significantly with the presence of nearby hotels and restaurants that cater to the youth and family demographics that attend multi-day competitions at MSEC, particularly since such amenities are increasingly available at other sports facilities with which MSEC must compete for business; and

Whereas, the City owns approximately 18 acres of real property within Liberty Park which is ideally situated for a mixed-use development (the "Master Development") that will include hotels, restaurants, food and beverage establishments, family entertainment venues, and niche retail to serve the visitors of MSEC and the Simmons Bank Liberty Stadium; and

Whereas, said property is depicted on Attachment A and is bordered by Central Avenue on the north, Fred Jones Way on the east, Raymond Skinner Avenue on the south, and Early Maxwell Boulevard on the west, which is a portion of Parcel # 02907000008 that comprises the

majority of the Liberty Park campus, and has a general address of 2477 Central Avenue as assigned by MLGW for planning purposes; and

Whereas, the City has completed the sitework and utility infrastructure in accordance with the planned development application approved by the Land Use Control Board and the Memphis City Council (Case # PD 19-18) and now has “build-ready” site pads available; and

Whereas, the administration and its team of advisors have selected G2Venture Group, or an entity to be formed by said Group for the purpose of performing this project, a Memphis-based company (“Tenant”), as the hospitality developer based on the company’s experience with hospitality development and their capacity to undertake this project and recommend that the City as “Landlord” execute an extended ground lease to Tenant while City maintains ownership of the land; and

Whereas, Tenant, using their private capital, would design, construct, own and operate a hotel of approximately 150 hotel rooms, including a restaurant and retail spaces on the ground floor and a rooftop bar, under a hotel flag and brand to be approved by the City, with said hotel to be located in the 1.25 acre lot labeled as “Parcel 1 - Hotel” on Attachment B (the “Property”); and

Whereas, Tenant would furthermore have a right of first refusal to submit a development proposal for a second hotel within the Master Development in the event that the City determines that additional hotel rooms are desirable; and

Whereas, if approved, the City would execute a ground lease for the Property with Tenant for an initial term of **thirty (30) years with four (4) ten-year renewal options** using a triple-net lease, meaning Tenant would be directly responsible for property taxes (as assessed after any PILOTs, reductions, or incentives which might be awarded by appropriate agencies), building insurance, and maintenance for the Property, in addition to rent and utilities; and

Whereas, the obligation to pay rent would commence on the date when the hotel first opens to the general public and the minimum rent shall be **\$34,958.31 per year for the first five**

years, increasing by 7.5% every five years thereafter during both the base term and the exercised extension options, unless Tenant elects to prepay the rent for the initial term in advance; and

Whereas, Tenant would also be responsible for paying to the City the Property's pro-rata share of common area maintenance expenses or "CAM" for those common areas benefitting the Tenant or the general public and for which the City shall be responsible for the maintenance and repair, including but not limited to, parking lots, access and perimeter roads, truck passageways, loading platforms, landscaped areas, exterior walks, ramps, stairs, underground storm and sanitary sewers, utility lines, drinking fountains, and other public facilities, under a mutually acceptable agreement to be executed; and

Whereas, the Master Development will include additional retail, restaurant, entertainment and hospitality tenants, and the City as master developer and landlord shall be responsible for creating cross-easements, air rights leases, and/or vertical subdivisions as necessary to maximize enjoyment of use and value for all parties; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the long-term lease for the above-described Property with G2 Venture Group, or an entity to be formed by said Group for the purposes of performing this project, is hereby approved; and

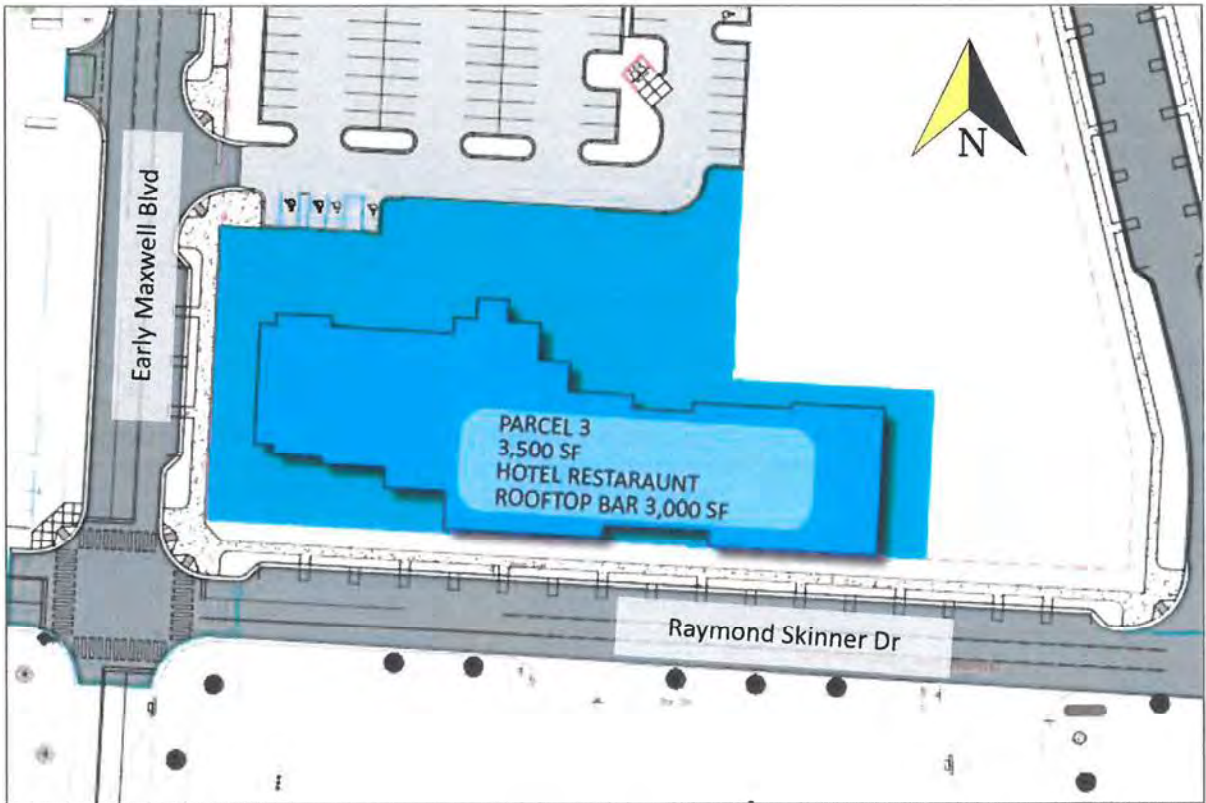
BE IT FURTHER RESOLVED, that the City of Memphis Real Estate Department shall arrange for the execution of the ground lease, and that the Mayor of the City of Memphis is hereby authorized to execute said lease and any other documents necessary to complete the lease.

Attachment A
The Master Development, also known as The District @ Liberty Park



Parcels in green are not planned for development during this first phase.

Attachment B
The Property (Hotel)



P003



Memphis City Council Summary Sheet

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

A resolution to Appropriate One Million Dollars (\$1,000,000.00) of the City of Memphis Division of Police Services CIP Project PD02016, New Mount Moriah Station

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

The Division of Police Services is the initiating party of this resolution.

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

There is no change to an existing ordinance or resolution.

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

This will impact all districts.

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

This resolution does not require a new contract, or amendments to existing contract(s).

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

The resolution does require an expenditure of funds.

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

N/A



P003

RESOLUTION

WHEREAS, A Resolution is needed to appropriate funds for the City of Memphis Division of Police Services CIP Project PD02016, New Mount Moriah Station totaling One Million Dollars; and

WHEREAS, Five Hundred Thousand (\$500,000.00) is the Unappropriated Allocations of Construction for Furniture Fixture Equipment and Five Hundred Thousand (\$500,000.00) is the Unappropriated Allocations of Construction for Information Technology; and

WHEREAS, It is necessary to appropriate \$1,000,000.00 for continuation of the project.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the Fiscal Year 2025 Capital Improvement Budget be and is hereby amended by appropriating Five Hundred Thousand Dollars (\$500,000.00) of Construction to Furniture Fixture and Equipment and Five Hundred Thousand Dollars (\$500,000.00) of Construction to Information Technology by General Obligation Bonds for the New Mount Moriah Station, Project PD02016.