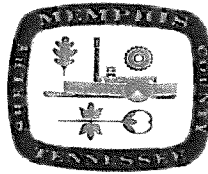


T-208



Memphis City Council Summary Sheet

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

Resolution approving a Management Agreement between the City of Memphis through its Division of Parks and Memphis Museums Inc, to manage museum properties.

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

Parks Division

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

N/A

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

Districts 2, 5, 6, 7 Super Districts 8 and 9

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

Requires new contract

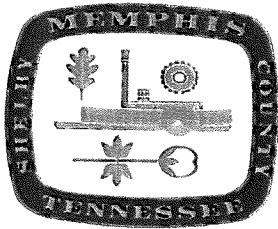
6. State whether this requires an expenditure of funds/requires a budget amendment

Will not require increase from existing budget; but will require annual management fee of minimum \$3,033,000.00

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

N/A

T-208



Resolution approving a Management Agreement between the City of Memphis through its Division of Parks and Memphis Museums Inc, to manage museum properties to include Museum of Science and History, Lichterman Nature Center, Magevney House, and Mallory-Neely House.

WHEREAS, the City of Memphis, through Memphis Parks, owns four museum properties to include Museum of Science and History, Lichterman Nature Center, Magevney House, and Mallory-Neely house; and

WHEREAS, Memphis Museums, Inc. (MMI) is an independently funded 501(c)(3) with a mission to inspire discovery through collecting, preserving, and interpreting the cultural histories and natural sciences that shape our region and has been the primary manager of all the above-mentioned museum properties via a management agreement with City of Memphis since 1968; and

WHEREAS, the City and MMI have a mutual interest in supporting Memphis' cultural resources and community education opportunities at the above-mentioned properties; and

WHEREAS, the history of collaboration and close association of MMI with Park Services makes it prudent and beneficial to create a new management agreement between the parties which is consistent with other management agreements held by the City and brings further clarity to the details of responsibilities, authority, and the relationship of MMI and Park Services in the provision of services at these public museum properties.

WHEREAS, the City of Memphis desires to enter a Management Agreement with MMI for the operation of museum properties with a term of ten (10) years with an option to extend for three (3) additional ten (10) -year periods, subject to mutual agreement of the parties, evidenced in writing.

WHEREAS, City of Memphis Ordinance No. 4763, Article 1, Section 23-1(d) requires the Council of the City of Memphis to approve all management and use agreements for Parks facilities; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that this Management Agreement between the City of Memphis and MMI, as agreed to by the parties, is hereby approved in accordance with the terms set forth therein outlining committed operational and other stipulated criteria as to both parties in the approved agreement.



PROJECT GREEN FORK

Developing a sustainable food system for all Memphians by reducing food waste, connecting local partners, and socializing green dining practices.



FOOD WASTE



Up to 40%
of food in the
United States
goes uneaten.



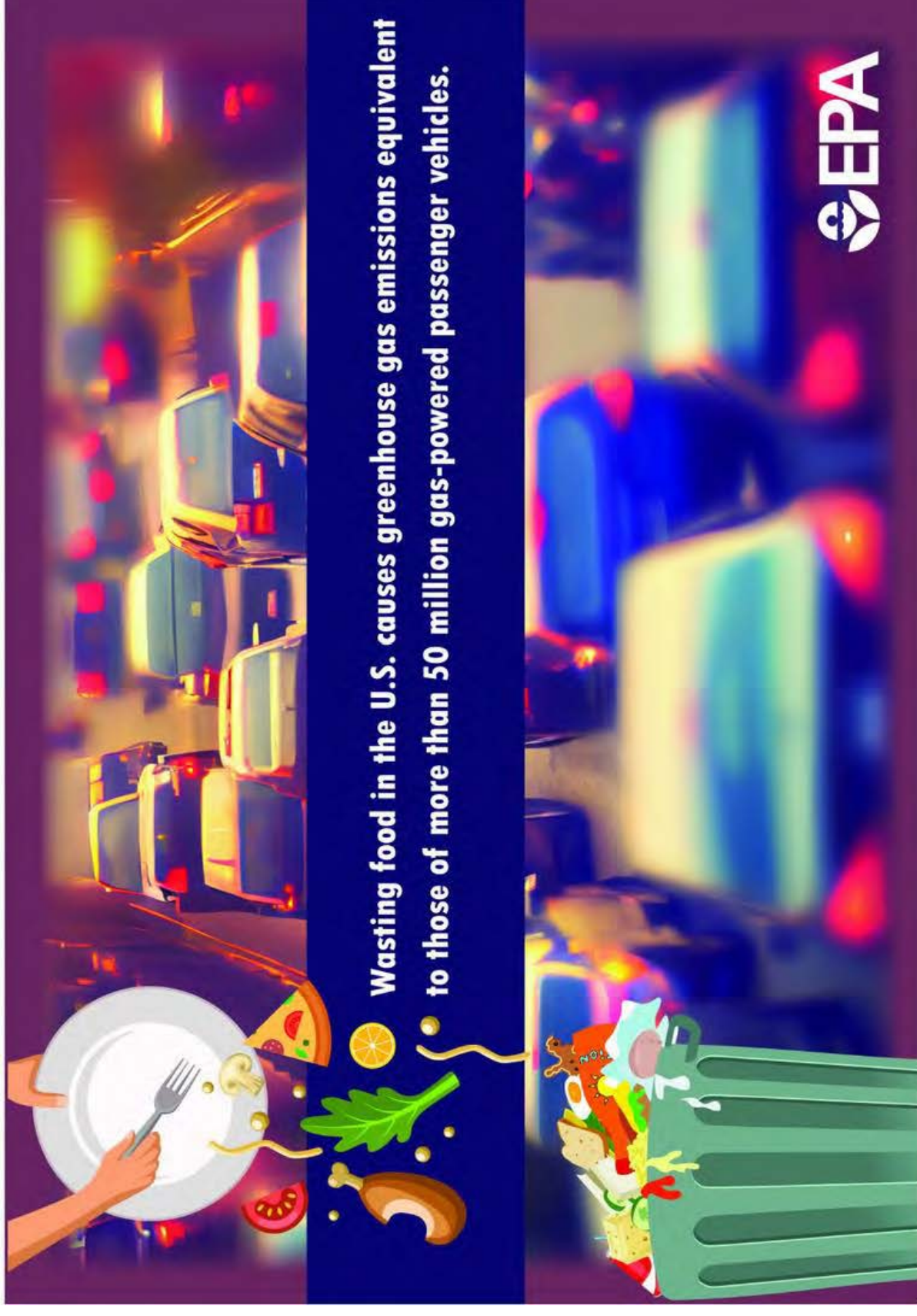
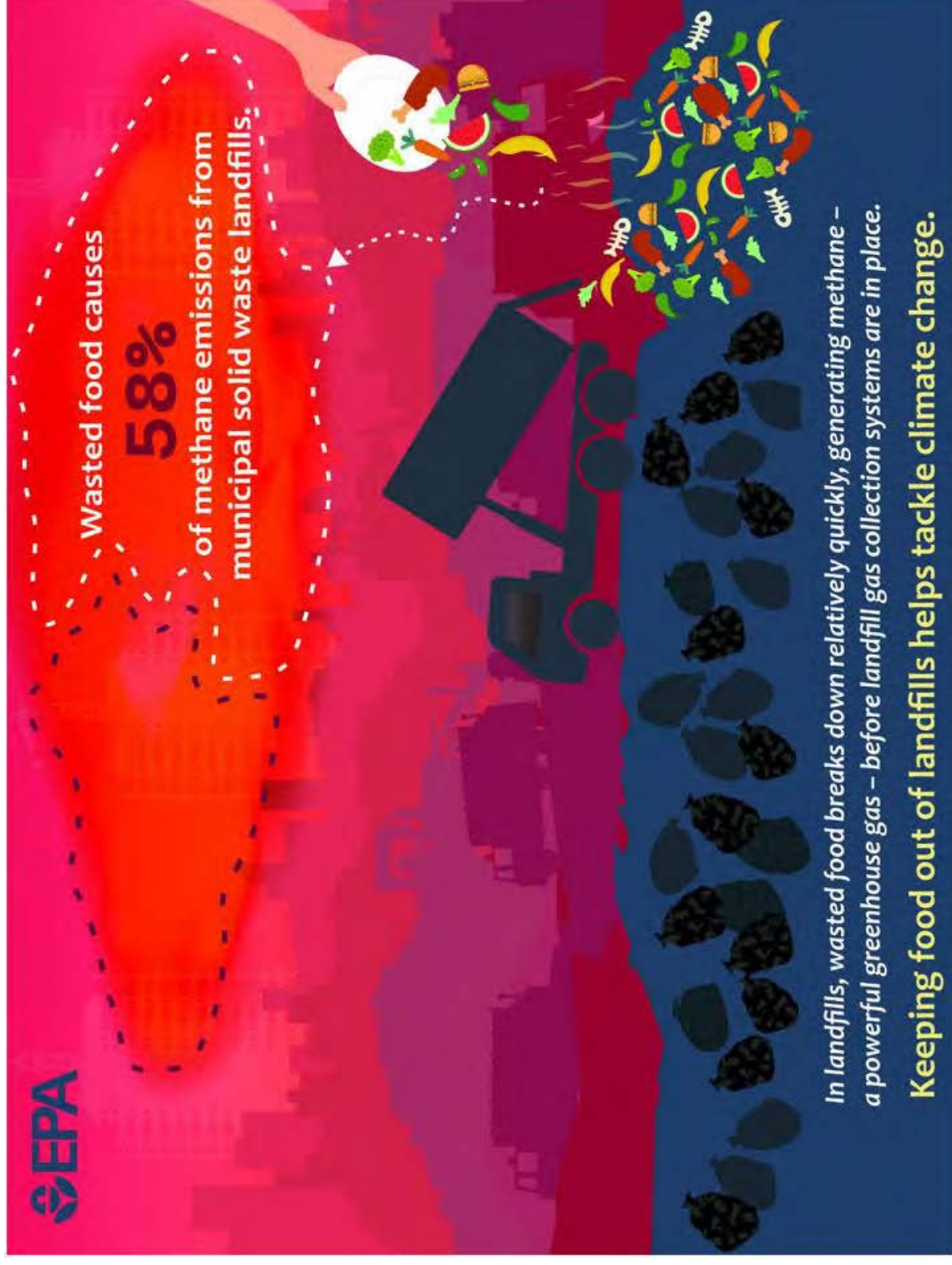
Tennessee's landfills are at least
21% food waste, increasing
methane emissions.

Each U.S. resident wastes
~\$456 of food each year.
In Shelby County, that
number would equate to nearly:

\$418,000,000.00



FOOD WASTE AND THE ENVIRONMENT

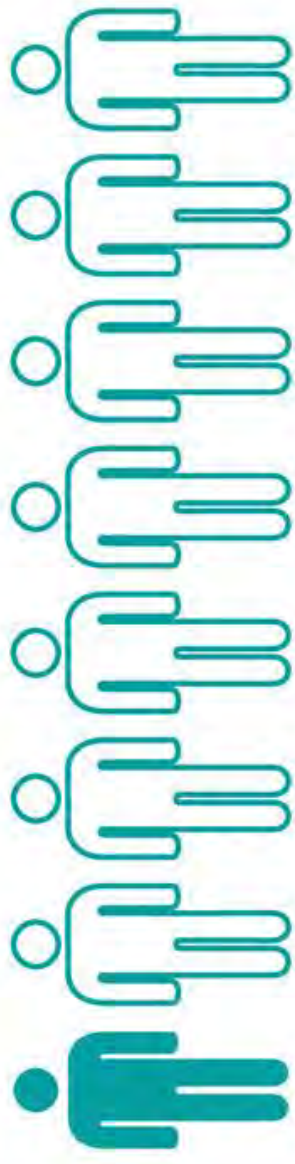


- Methane, the greenhouse gas released as food decomposes, is up to 80 times more potent than carbon dioxide over its first 20 years in the atmosphere.
- Municipal landfills are the third largest source of methane emissions from human activity in the country.
- Food waste in landfills contributes to more methane emissions than any other landfilled material.

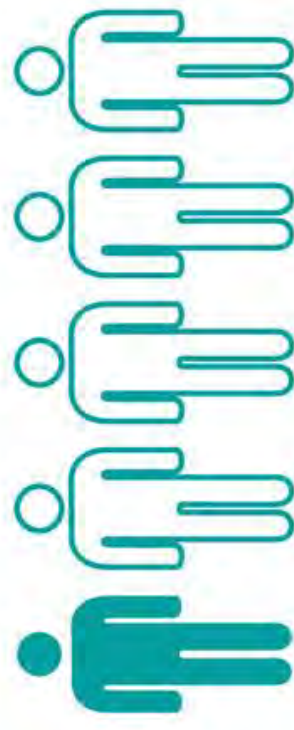
FOOD INSECURITY

- Food insecurity is defined by the USDA as limited access to enough food for a healthy life.
- Project Green Fork aims to capture 5,000 tons of rescuable food to address food insecurity in Memphis.

How many people experience food insecurity?

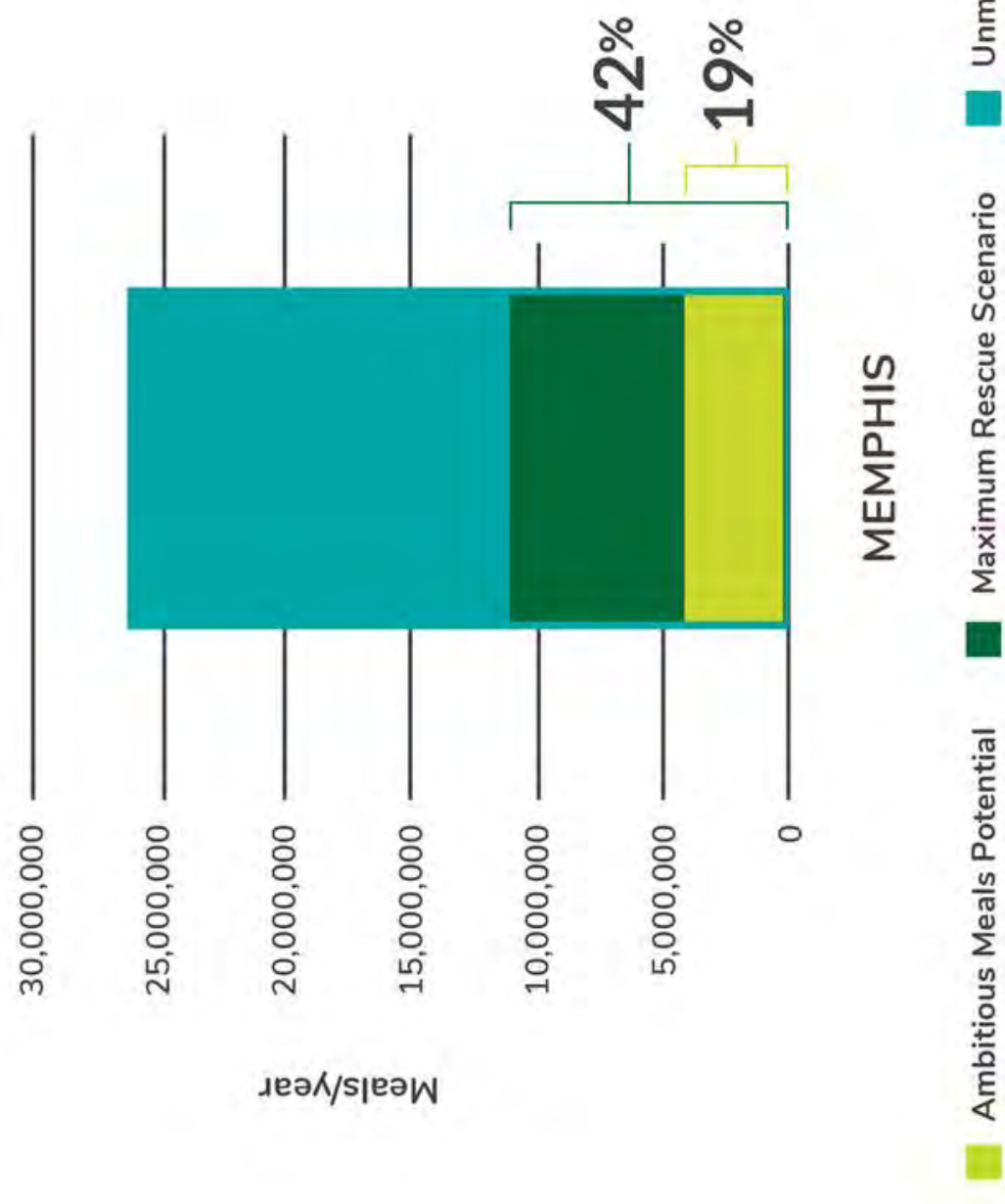


1 in 8 United States Residents



1 in 5 Shelby County Residents

Comparison of Ambitious Potential for Food Rescue and Unmet Meals



FOUNDATIONAL STRATEGY



Wasted Food Scale

How to reduce the environmental impacts of wasted food

✓ DO

Prevent Wasted Food

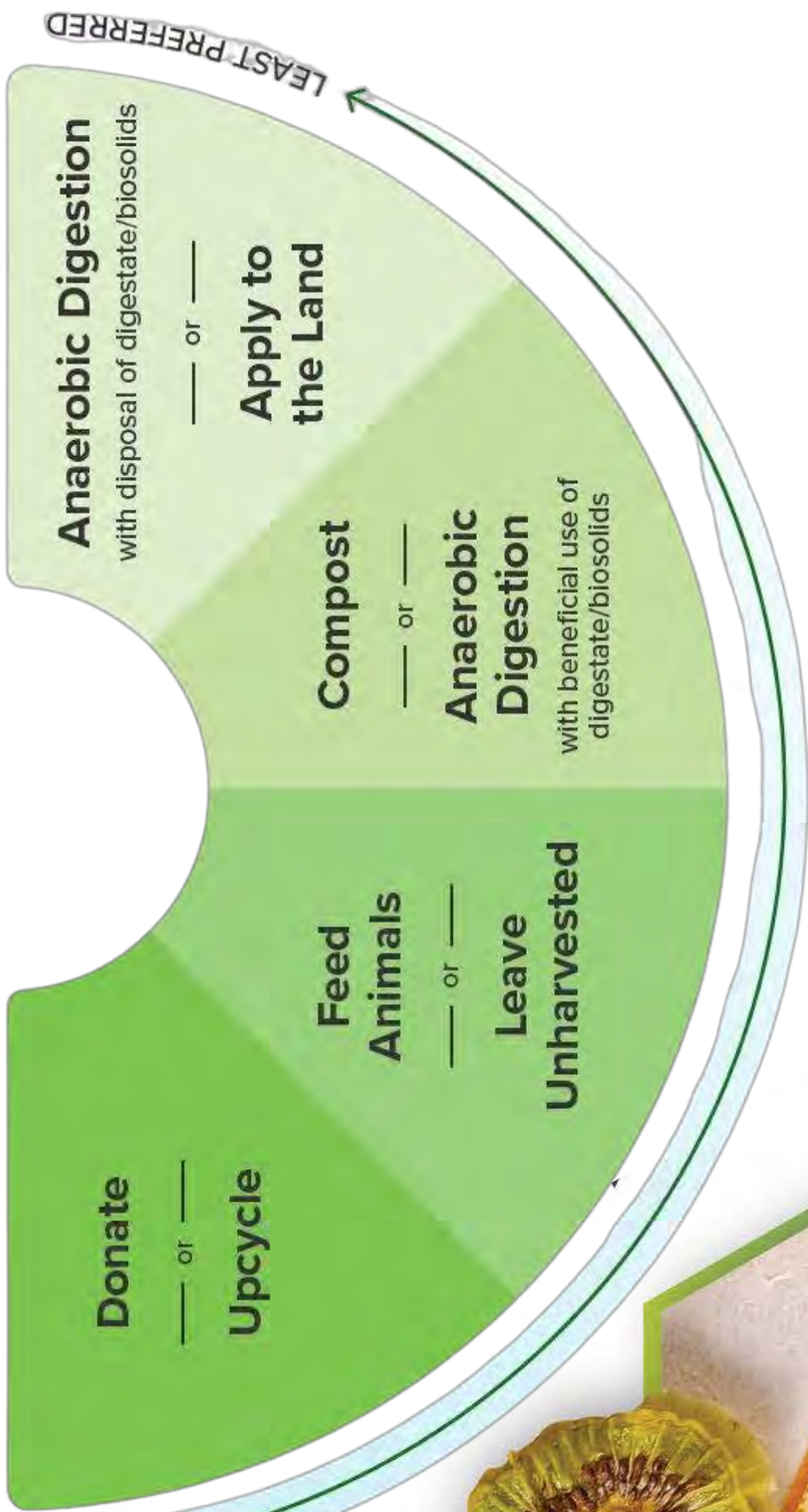
Produce, buy, and serve only what is needed

✗ AVOID

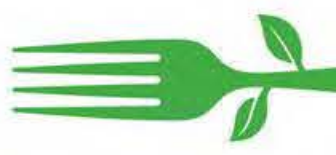
Send Down the Drain, Landfill, or Incinerate

with or without energy recovery

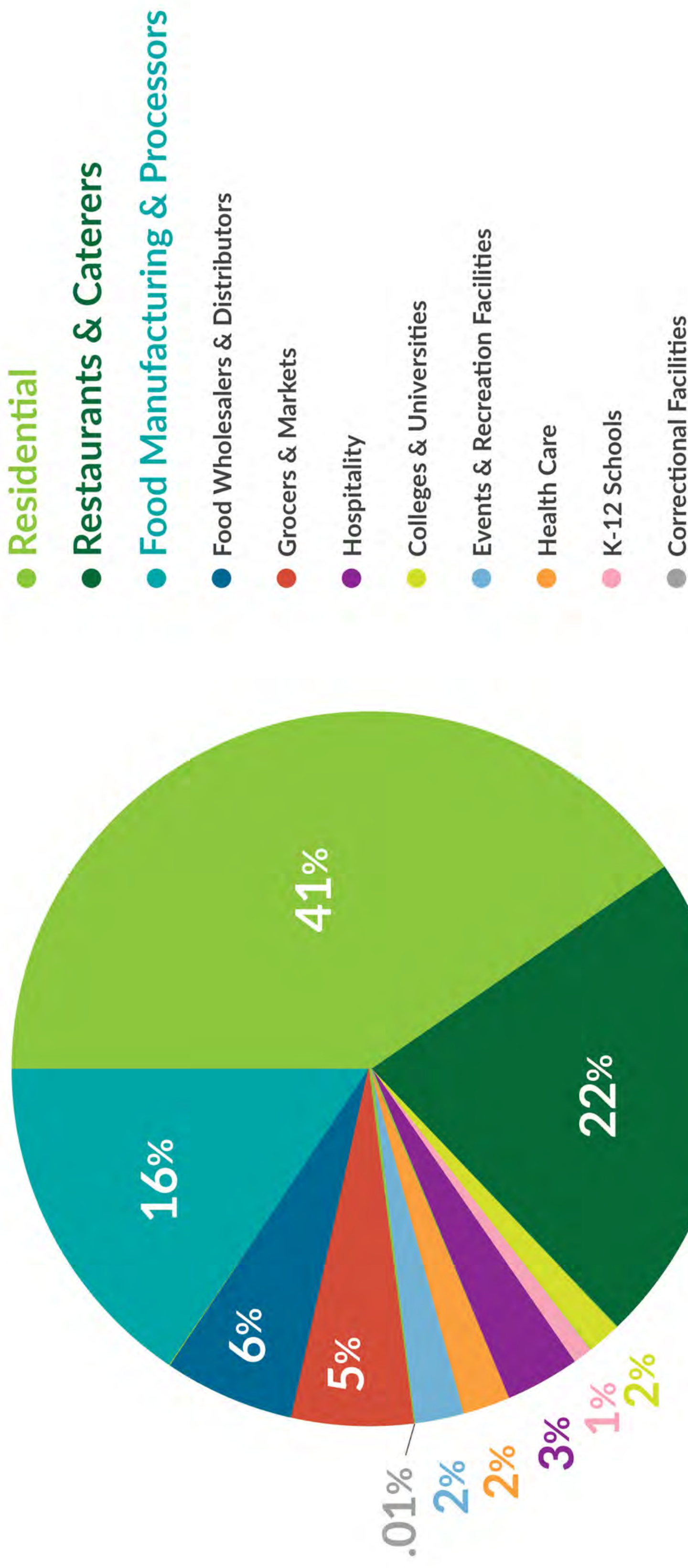
MOST PREFERRED



October 2023



ESTIMATED FOOD WASTE GENERATED BY SECTOR IN MEMPHIS



Source: 2019-2020 NRDC food calculator results



A PREVENTABLE PROBLEM



The Natural Resources Defense Council estimates more than 5,000 tons of rescue-appropriate food in Memphis each year.*



On a national scale, just 7.6% of edible food is currently being donated to individuals facing food insecurity.

More than 115,000 Memphians experience food insecurity.

Addressing this food shortfall costs approximately \$63 million per year.



Nationally, about 60% of surplus food ends up in a landfill.



WHAT DOES THIS MEAN FOR MEMPHIS?

- Project Green Fork aligns with the **Memphis 3.0 plan Goal 1.6.2** by **addressing food insecurity** and Goal 3.4.11 by **increasing waste diversion capacity**.
- The **Memphis Area Climate Action Plan** includes a goal to reduce food waste by 10% food waste reduction by 2030 — Project Green Fork is aiming for a **50% reduction**.
- Between January 2022 and August 2023, about **27,000 pounds** of food were rescued by local last-mile organizations (LMOs) working with Project Green Fork.
- Project Green Fork launched the Careit food donation software app in **Summer 2023**.
- Since then, more than **9,500 pounds** of food has been rescued.



WHAT DOES THIS MEAN FOR MEMPHIS?

- Seventeen local organizations regularly donate to LMOs.
- New donors include **FedExForum, Renasant Convention Center, The Peabody Memphis, Mempho Presents, and ALSAC.**
- **Ten** LMOs, serving approximately **287,270 people** annually regularly receive and distribute this additional food.
- **\$10,000** in mini grants have been awarded to LMOs to increase capacity for rescued food.
- Safe food donation brochures have been distributed to up to **3,000** local restaurants.
- Quarterly **Safe Food Handlers classes** are offered to partners **free of charge**, in partnership with the Shelby County Health Department.

“[Food available to us] constantly fluctuates in terms of what is available, which makes it very difficult to plan for amounts of nutritious food we are able to provide our guests. Gleaning from stores, restaurants, and farmers is incredibly helpful.” –Respondent from our LMO study



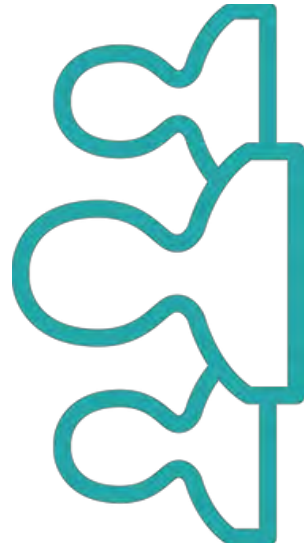
CONNECTING WITH K-12

- Clean Memphis supports student-led food waste audits in eight local schools.
- Students learn about food loss and waste, how to perform a food waste audit, and food loss reduction practices.
- Data from the audits is shared with MSCS Division of Nutrition Services to highlight opportunities for impact.
- Data includes detailed metrics, student survey results, and identified opportunities for education, training, and outreach.



332 students participated in food waste audits in 2022-2023.

Additional funding will allow us to:



Support staffing to continue local donation connections and sustainability leadership.

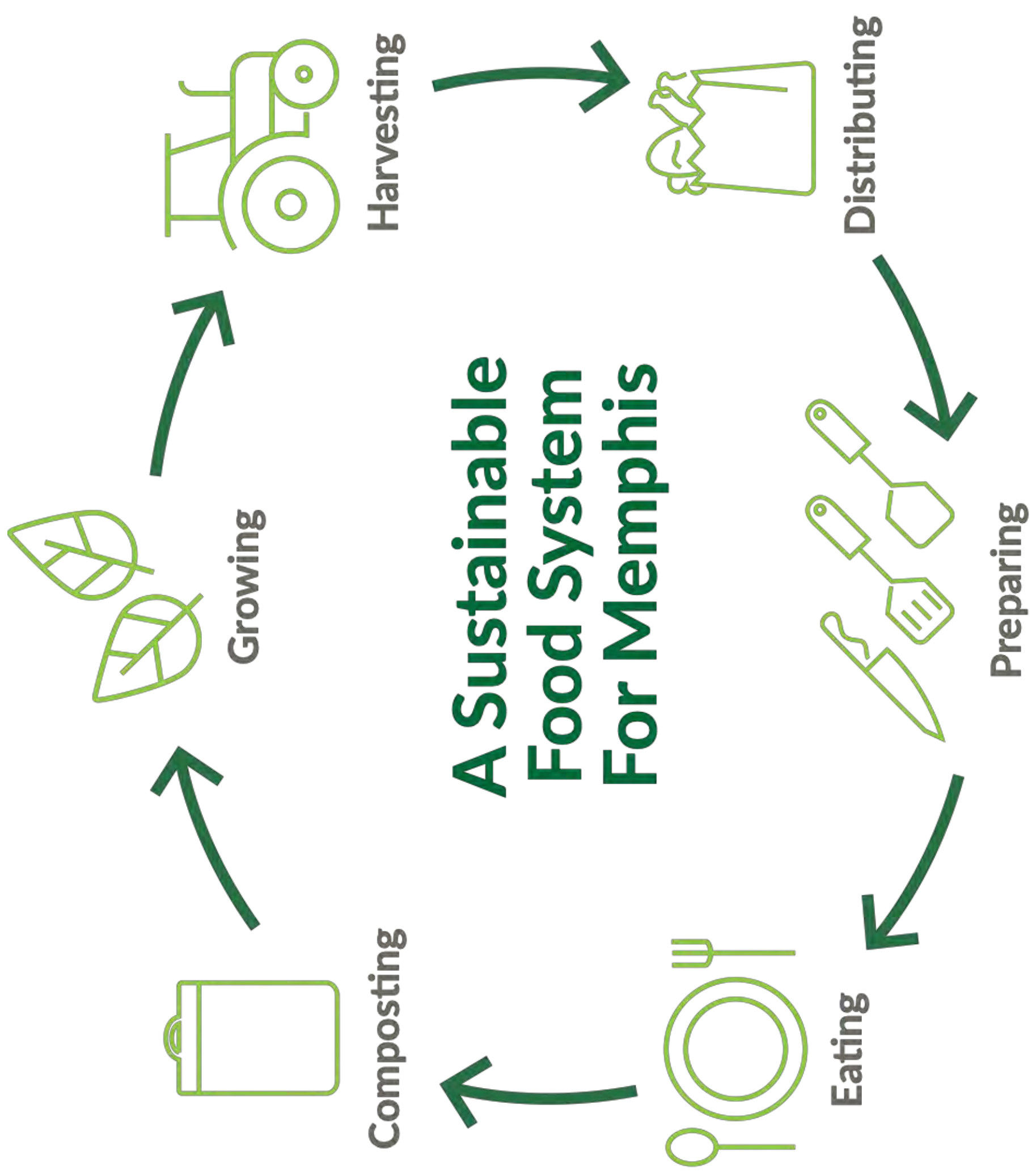


Continue to build resources for local LMOs (e.g., through our current mini grant program).



Continue education and awareness events to reduce household food waste entering the solid waste stream.





THANK YOU!

Contact: Janet Boscarino

Email: janet@cleanmemphis.org



Scan the QR code
to donate to
Project Green Fork!



MLGW Consent Agenda Committee Discussion



MLGW Committee

May 21, 2024

Items for May 21st Agenda

Items approved by BOC on May 15th

- Resolution awarding a twenty-four-month purchase order with the option to extend for an additional twelve months to Hawkins, Inc. for the purchase of sodium hypochlorite in the amount of \$3,096,000.00. (SAME NIGHT MINUTES REQUESTED)
- Resolution awarding a twenty-four-month purchase order with the option to extend for an additional twelve months to Harcros Chemicals Inc. for the purchase of fluorosilicic acid in the amount of \$896,670.00. (SAME NIGHT MINUTES REQUESTED)
- Resolution approving Change No. 3 to Contract No. 11723, EMS/SCADA, with Open Systems International (OSI), Inc. to change the current contract in the funded amount of \$708,550.00.
- Resolution approving Change No. 1 to Contract No. 12389, LED Streetlight Conversion to Ameresco, Inc., in the Funded Amount of \$7,666,653.02.
- Resolution approving the selection of professionals in connection with the proposed issuance of Series 2024 Electric System Revenue Bonds.
- Resolution approving plans to issue tax-exempt Series 2024 Electric System Revenue Bonds in an original aggregated principal amount of not to exceed \$180,000,000. (The Division intends to use a portion of the proceeds of the Bonds to reimburse the Division for costs incurred prior to the issuance of the Bonds. Under federal tax law, in order for the proceeds of tax-exempt Bonds to be used to reimburse the Division for prior expenditures, the Division and the City must declare their official intent to reimburse the Division for prior expenditures with proceeds of the Bonds. This resolution will constitute such declaration of official intent and will allow the Division to utilize a portion of the Bond proceeds to reimburse the Division for capital expenditures incurred on or after the date that is sixty days prior to the approval date of this Resolution by the City.)

Sodium Hypochlorite

- Funded amount: \$3,096,000.00
- Award Duration: Twenty-Four Months
- Type of Bid: Sealed Bid
- Awarded to: Hawkins Inc.
- LOSB/MWBE Goal Assigned/Committed: No supplier diversity spend obtained on this award.
- Plain Language Description: The chemicals will be used to disinfect MLGW's potable water system.
- Impact: The sodium hypochlorite is needed to comply with the Tennessee Department of Environmental and Conservation (TDEC) water quality requirements

Fluorosilicic Acid

- Funded amount: \$896,670.00
- Award Duration: Twenty-Four Months
- Type of Bid: Sealed Bid
- Awarded to: Harcros Chemicals Inc.
- LOSB/MWBE Goal Assigned/Committed: No supplier diversity spend obtained on this award.
- Plain Language Description: Fluorosilicic Acid is needed for MLGW's ten water treatment facilities.
- Impact: The fluorosilicic acid is used for fluoridation of MLGW's potable water system which is required by a City Council ordinance and regulated by the Tennessee Department of Environment and Conservation.

EMS/SCADA

- Funded amount: \$708,550.00
- Award Duration: Change No. 3 for Twenty-Eight Months
- Type of Bid: RFP
- Awarded to: Open Systems International (OSI), Inc.
- LOSB/MWBE Goal Assigned/Committed: No supplier diversity spend obtained on this award.
- Plain Language Description: The project scope is to provide updates, support and maintenance of our Energy Management System (EMS) and a Supervisory Control and Data Acquisition (SCADA) system which is utilized to monitor and control MLGW's electric, gas, and water systems. This change is to extend the contract duration and provide modules for regulatory compliance.
- Impact: Continued maintenance and expansion of the SCADA system.

LED Streetlight Conversion

- Funded amount: \$7,666,653.02
- Award Duration: Ends December 2027
- Type of Bid: Change No. 1 (Originally bid by the City of Memphis)
- Awarded to: Ameresco, Inc.
- LOSB/MWBE Goal Assigned/Committed: 30% goal- 18.34% to Oteka Technologies and 11.47% to Brighter Days &Nites
- Plain Language Description: This is an Energy Services Contract (ESCO) supporting the phase II upgrade of streetlight fixtures to LED . This change provides for highway high-mast lighting, underpass lighting, payment for additional lights identified in original inventory, and addressing of voltage and cabling issues. Awarded in same manner as professional service per TCA 12-4-110
- Impact: Replacing to LED lighting; which saves energy, reduces carbon footprint, provides for better and adjustable lighting. This will complete conversion of lighting in the City of Memphis and correct voltage defects for proper operation of the system

Series 2024 Electric System Revenue Bonds

This Resolution is for the Council to approve the selection of the following professionals in connection with the proposed issuance of Series 2024 Electric System Revenue Bonds (estimated at \$180,000,000):

1. Underwriters at an underwriting fee not to exceed \$4.00 per \$1,000 of bonds
 - Raymond James (Senior Manager)
 - SouthState Duncan Williams (Co-Manager)
 - FHN Financial (Co-Manager)
2. Co-Bond Counsel based on rates previously approved by the MLGW Board and City Council (estimated to be \$180,000)
 - The Wade Law Firm, PLLC - 50%
 - Bass, Berry & Sims PLC - 50%
3. Financial Advisor: Stephens Inc. - \$120,000 plus expenses

Series 2024 Electric System Revenue Bonds

This Resolution approves plans to issue tax-exempt Series 2024 Electric System Revenue Bonds in an original aggregated principal amount of not to exceed \$180,000,000.

- Declaration: The Division intends to use a portion of the proceeds of the Bonds to reimburse the Division for costs incurred prior to the issuance of the Bonds. Under federal tax law, in order for the proceeds of tax-exempt Bonds to be used to reimburse the Division for prior expenditures, the Division and the City must declare their official intent to reimburse the Division for prior expenditures with proceeds of the Bonds. This resolution will constitute such declaration of official intent and will allow the Division to utilize a portion of the Bond proceeds to reimburse the Division for capital expenditures incurred on or after the date that is sixty days prior to the approval date of this Resolution by the City.

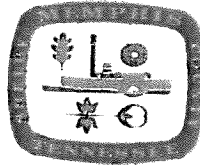
Bond proceeds will be used for distributed energy resources including: Solar power and battery storage. They will be also used for substation upgrades, like replacement of breakers, transformers and other associated equipment. Transmission upgrades will include additional lines or line upgrades to relieve loading issues. This will also support other system upgrades contemplated in the MLGW Grid Modernization work that will be accomplished from 2024 through 2028. This is the first of two planned bond issuances to support utility upgrades during that period.

Impact: Grid modernization will increase reliability and resilience of the electric distribution system, delivering a better customer experience and more reliable power for our customers.

Questions



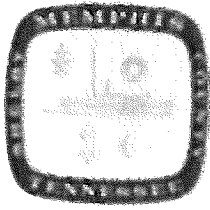
T-174



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

J-174



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

T-174

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

T-174

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

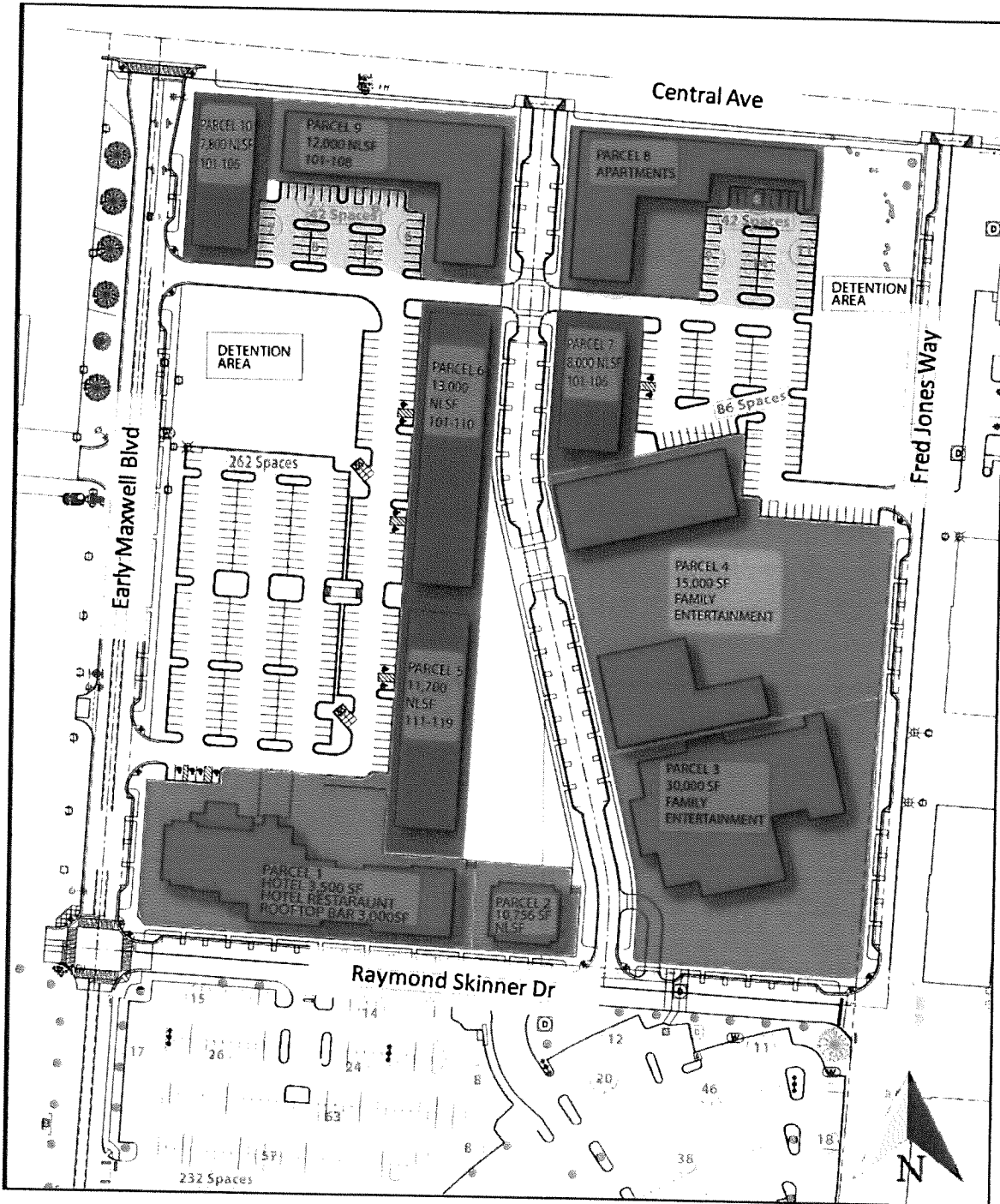
Whereas, the Master Development will include additional retail, restaurant, entertainment and hospitality tenants, and the City as master developer and landlord shall be responsible for creating cross-easements, air rights leases, and/or vertical subdivisions as necessary to maximize enjoyment of use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

T-174

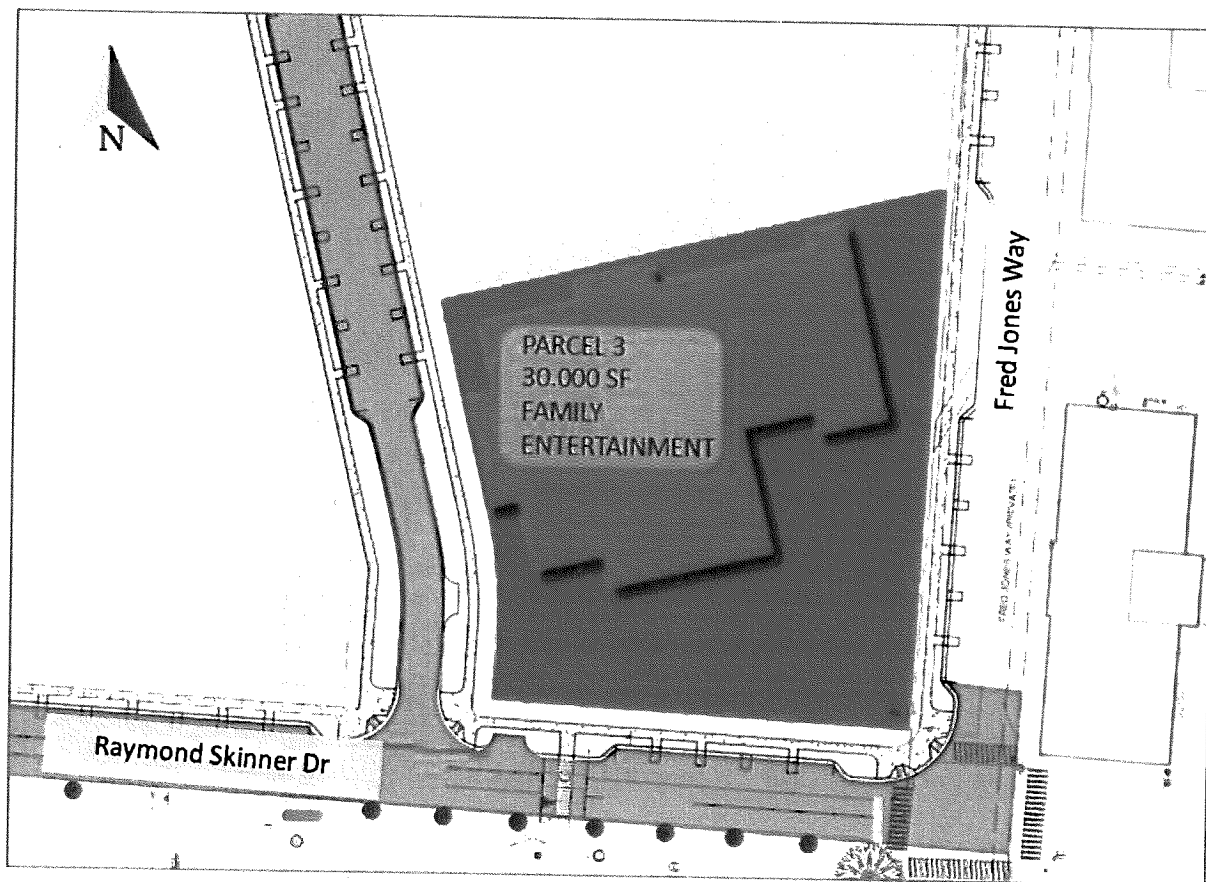
Attachment A
The Master Development, also known as The District @ Liberty Park



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

T-174

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

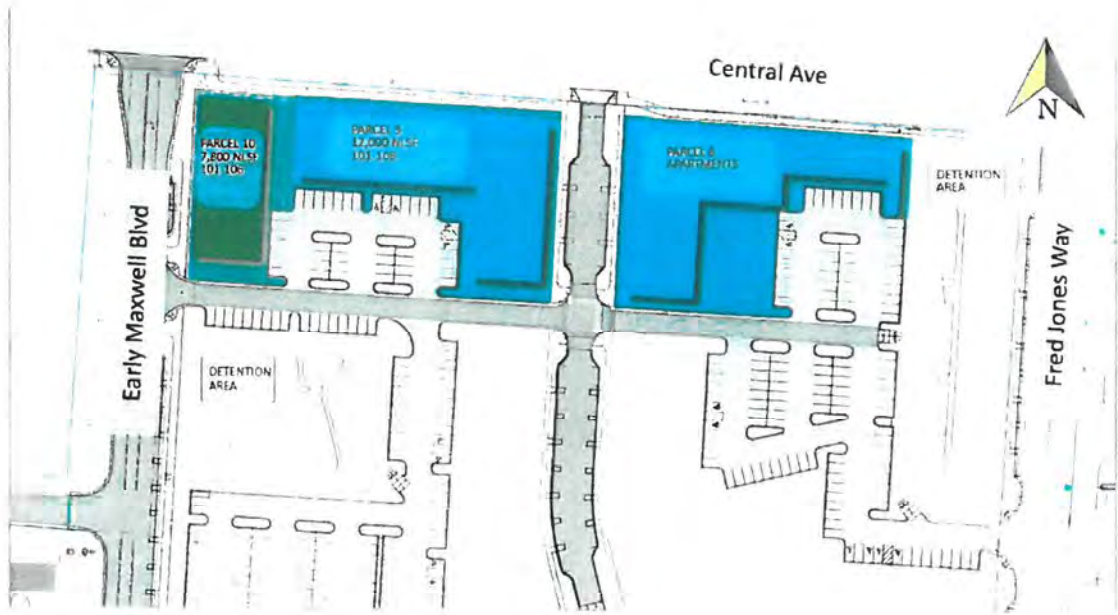
Tenant or the general public and for which the City shall be responsible for the maintenance and repair, including but not limited to, parking lots, access and perimeter roads, truck passageways, loading platforms, landscaped areas, exterior walks, ramps, stairs, underground storm and sanitary sewers,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

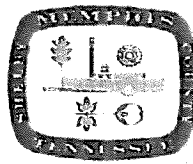
Whereas, the Master Development will include additional retail, restaurant, entertainment and hospitality tenants, and the City as master developer and landlord shall be responsible for creating cross-easements, air rights leases, and/or vertical subdivisions as necessary to maximize enjoyment of use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

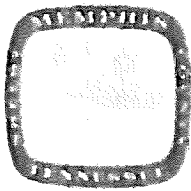
requires a new ground lease and development agreement with private developers

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

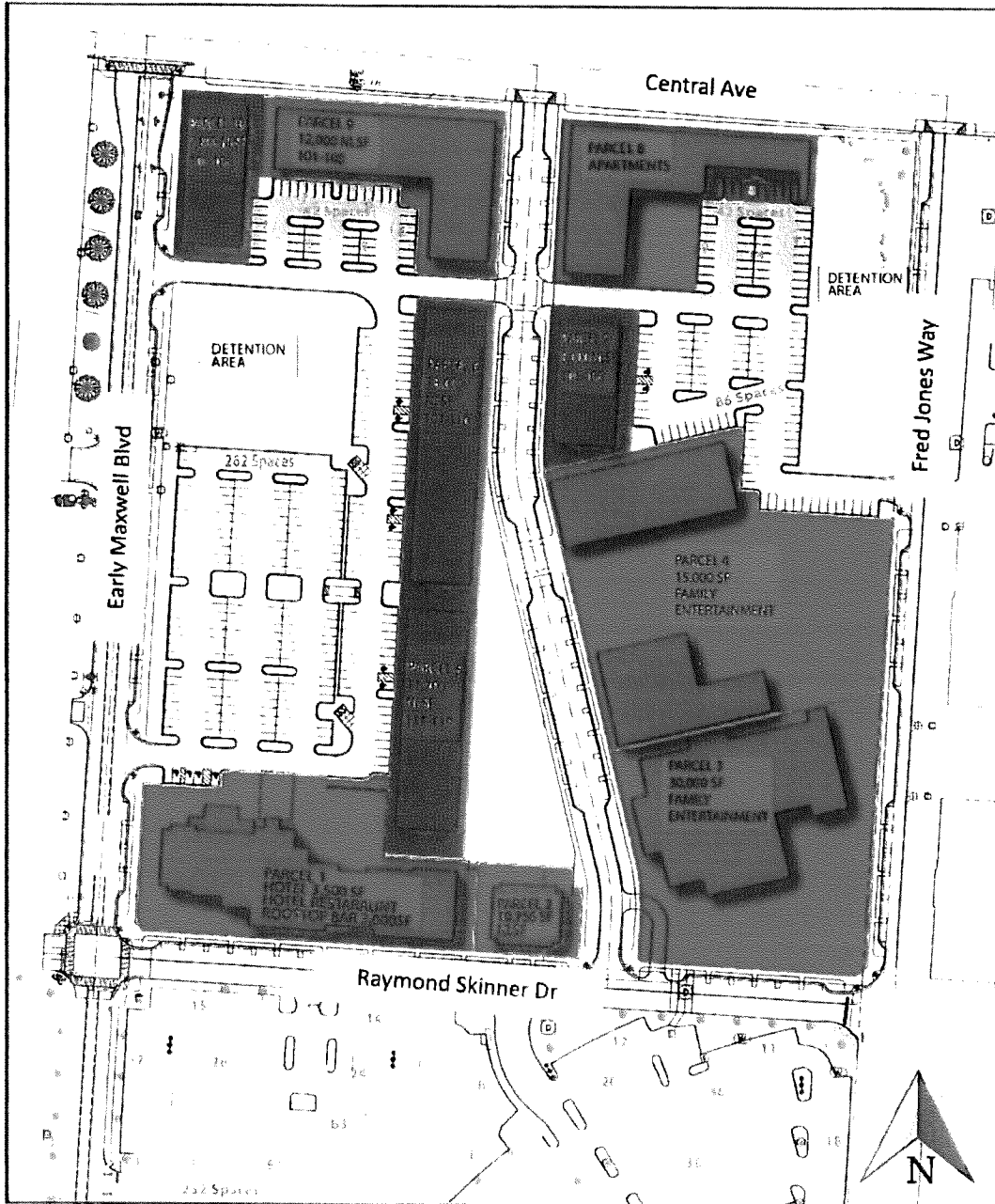
Whereas, Tenant would also be responsible for paying to the City the Property's pro-rata share of common area maintenance expenses or "CAM" for those common areas benefitting the Tenant or the general public and for which the City shall be responsible for the maintenance and repair, including but not 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

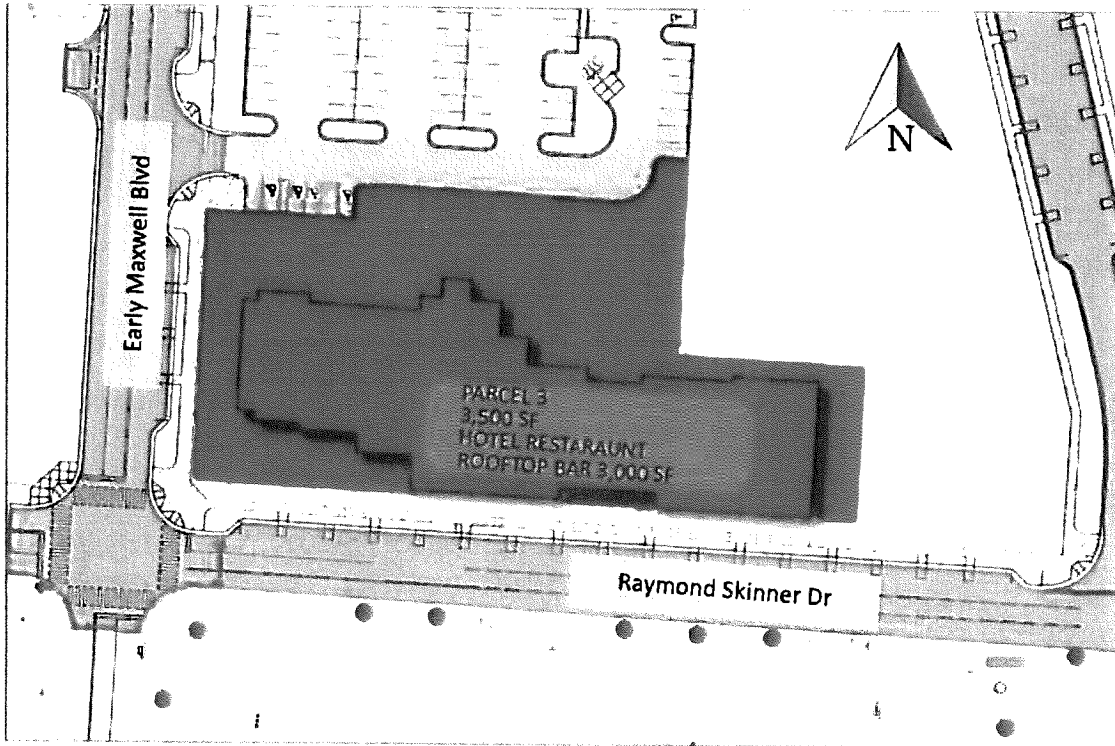
BE IT FURTHER RESOLVED, that the City of Memphis Real Estate Department shall arrange for the execution of the ground lease, and that the Mayor of the City of Memphis is hereby authorized to execute said lease and any other documents necessary to complete the lease.

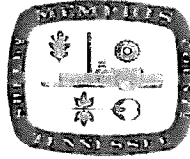
Attachment A
The Master Development, also known as The District @ Liberty Park



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

Attachment B
The Property (Hotel)





Memphis City Council Summary Sheet

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

Resolution authorizing sale of multiple parcels at Bellevue and Overton Park acquired by HCD in 2021 and 2024 using available development funding, to developer known as Crosstown Partners, LLC for \$300,000.

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

HCD

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.

Council District - 6, Super District 8

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

A deed and other documents necessary to achieve the sale of the parcels

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

No expenditure

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

The parcels will be part of Crosstown Mound mixed use development. The project will include at least 20% affordable housing units and 25% MWBE participation.



A Resolution approving the sale of City-owned parcels known as 333 N Claybrook, 329 N Bellevue Boulevard, and 417 N Bellevue Boulevard, Memphis TN 38104 Parcel ID# 020009 00019, 020093 00003, 020095 00008, 020095 00009 and 020095 00006C respectively.

WHEREAS, the City of Memphis Division of Housing & Community Development ("HCD") owns a parcel known as Crosstown Mound ("Parcel A"), a site located at 333 N Claybrook at Claybrook and Overton Park and further identified by Shelby County Tax Assessor as Parcel # 020009 00019 containing 9.69 acres, more or less; and adjacent parcels ("Parcels B") immediately to the west of the Site, bounded by Bellevue Boulevard on its east, the property municipally known as 329 N. Bellevue Boulevard (Parcel Identification Number 020093 00003) on its south, Interstate Highway 240 on its west and the property municipally known as 417 N. Bellevue Boulevard (Parcel Identification Numbers 020095 00008, 020095 00009 and 020095 00006C) on its north; and

WHEREAS, HCD purchased through its available development funding Parcel A, in a distressed condition, in 2021 for a purchase price of \$885,000.00, from the State of Tennessee Department of Transportation; and

WHEREAS, the City has entered into an agreement to Purchase Parcel B from the state at the close of this transaction for the appraised value of \$270,000; and

WHEREAS, the Parcels were purchased as part of HCD's efforts to ensure that redevelopment of the Crosstown Mound and adjacent parcel occurred in accordance with the Memphis 3.0 Comprehensive Plan and reduce blight and provide housing to the area; and

WHEREAS, having determined that having a master developer for the Site is the best option to ensure the development is completed in a timely fashion; and

WHEREAS, HCD issued a Request for Qualifications for the Parcels on April 8, 2019; and

WHEREAS, Crosstown Partners, LLC ("Purchaser"), submitted a comprehensive response to the RFQ and offered Three Hundred Thousand (\$300,000.00) for Parcel B which has no environmental concerns; and

WHEREAS, the Purchaser's proposal consisted of developing a walkable neighborhood of approximately Ninety-Three (93) units to include a mix of housing types with a projected total development cost of Twenty-Three Million Dollars (\$23,000,000.00); and

WHEREAS, Purchaser and Seller also acknowledge that the remediation of environmental conditions on Parcel A exceed the acknowledged value and is estimated at Three Million Eight Hundred Thousand Dollars (\$3,800,000.00).

WHEREAS, Environmental clearance and remediation are eligible uses of federal funding and HCD recognizes that the Purchaser has knowledge and resources to address these environmental concerns more swiftly than HCD is able to; and

WHEREAS, City of Memphis is working with the Purchaser to identify federal funds to decrease the financial burden of redeveloping Parcel A.

WHEREAS, HCD has determined that the sale of the Parcels would be in furtherance of the redevelopment goals of the Housing and Redevelopment Act of 1974, 2 USC 5301 et seq., as well as generating increased tax revenue and eliminating maintenance cost for the City of Memphis; and

WHEREAS, because the purchase of the Parcels was accomplished using development funding from HCD, proceeds of the sale of the Parcels will be returned to HCD to further additional development projects in the City of Memphis; and

WHEREAS, is it deemed to be in the best interest of the citizens of the City of Memphis and County of Shelby that said sale be accepted subject to City Ordinance 5637, Amendment to Section 2-291(F)1 of the City's Code of Ordinance.

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Memphis that the offer made by the Purchaser, on the above-described Parcels is hereby accepted, subject to the City Ordinance 5637, Amendment to Chapter 2, Article V, Division 2, Section 1, Section 2-291(F)1 which states in part, "Property acquired by the city for redevelopment purposes may be conveyed upon such terms and conditions as it deems proper and without regard to the conveyance procedure outlined in subsection A of this section, upon passage of a resolution authorizing such sale or conveyance by the city council upon first reading, which reading shall be final."

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

BE IT FURTHER RESOLVED, that in accordance with the proceeds from the sale and conveyance of the Parcels will be returned to HCD.

AGREEMENT FOR SALE AND PURCHASE OF REAL PROPERTY

THIS AGREEMENT ("Agreement") FOR SALE AND PURCHASE OF REAL PROPERTY made and entered into as of the _____ day of _____, 2024, (the "Effective Date") by and between the **City of Memphis**, ("Seller") and **Crosstown Development Partners, LLC** with an address of 1196 Poplar View Lane S., Ste 1, Collierville, TN 38017 ("Purchaser")

WHEREAS, the Seller issued a Request for Qualifications on February 21, 2019 (the "RFQ") for a development partner for Crosstown Mound Redevelopment Project (the "Project"), a site located at Claybrook and Overton Park (the "Site"). The Purchaser submitted a response on April 8, 2019 and was selected upon meeting the RFQ criteria.

WHEREAS, the Purchaser's proposal consisted of developing a walkable neighborhood of approximately Ninety Three (93) units to include a mix of housing types with a projected total development cost of Twenty Three Million Dollars (\$23,000,000.00)

WHEREAS, the Seller has agreed to sell and the Purchaser has agreed to purchase, "As Is", the property known as 333 North Claybrook, Parcel Number 020009 00019, located in Memphis, Shelby County, Tennessee 38104, and being approximately 9.69 acres of land, as more particularly described in the attached Exhibit A (the "Property").

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

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

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

2.1 Consideration. The Consideration for this transaction shall be Ten Dollars (\$10.00) (the "Consideration"). Purchaser and Seller acknowledge the value of the Property at Eight Hundred Eighty-Five Thousand and No/100 Dollars (\$885,000.00). Purchaser and Seller also acknowledge that the remediation of environmental conditions on the Property exceed the acknowledged value and is estimated at Three Million Eight Hundred Thousand Dollars (\$3,800,000.00).

2.2 Prorations and Closing Costs.

a) Prorations at Closing. The ad valorem taxes shall be apportioned and prorated as between the Seller and the Purchaser to the date of Closing and assumed by Purchaser. The Seller is exempt from ad valorem taxes.

DRAFT

b) Closing Costs.

1. Seller shall pay the following costs and expenses in connection with the Closing: Seller's costs of document preparation and attorney's fees and all costs to record any releases of liens recorded against the Property.

2. Purchaser shall pay the following costs and expenses in connection with the Closing: title search and examination fees; the premium costs payable for the owner's policy of title insurance from the Title Company, Purchaser's costs associated with its due diligence of the Property, including the cost of the Survey; all recording costs, transfer taxes, and indebtedness taxes charged by the office recording the Deed, any deed of trust, and any other documents to be recorded relating to the transfer of the property or Purchaser's financing, if any; and Purchaser's costs of document preparation and attorney's fees.

2.3 Closing.

- a) The closing of the purchase and the delivery of the title to and possession of the Property to Purchaser (the "Closing") shall occur, on or before _____, 2024 (the "Closing Date"). Provided the Purchaser is not in default, the Purchaser has the option to extend the Closing Date an additional three (3) months by providing written notice to Seller.
- b) This agreement is contingent upon the Developer receiving approval for Community Development Block Grant funds of One Million Six Hundred Thousand Dollars (\$1,600,000), as identified by the City of Memphis Housing and Community Development Division, to aid in the removal of contaminated soil from the Property. This grant a) may be allocated over a 3-year period; b) is contingent upon the NEPA study being completed 3) is contingent upon the Developer following all pertinent HUD requirements and federal regulations and 4) is reimbursable to Developer following inspection and invoice from and payment to vendors.

2.4 Purchaser Post Closing Obligations.

- a) Purchaser shall engage at its costs, an environmental consultant to aid in the monitoring and reporting of the removal of contaminated soil from the Site.
- b) Purchaser shall remove all contaminated soil from the Site within eighteen (18) months of the transfer of ownership from the City to Purchaser. Purchaser shall begin the redevelopment of the Site within eighteen (18) months of completing the removal of the contaminated soil from the Site. If neither of these thresholds are met, ownership of the Site shall revert back to the City. This provision shall be memorialized in a restriction placed in the deed that transfers ownership of the Site from the City to Purchaser.

- c) Purchaser shall assume the Voluntary Cleanup Oversight and Assistance Program ("VOAP") agreement which ensures the contaminated soil is removed responsibly and in accordance with Tennessee Department of Environment & Conservation (TDEC) approvals.
- d) Purchaser indemnifies and holds the City harmless from any and all liabilities associated with the contaminated soil and shall post a bond or other surety to cover the indemnification prior to Closing.
- e) Purchaser shall obtain written approval from the City prior to selling any portion of the Site, with the exception of the sale of any single-family houses or lots. If the Purchaser attempts to sell any portion of the Site other than a single-family house or lot, ownership of the Site shall revert back to the City. This provision shall be memorialized in a restriction placed in the deed that transfers ownership of the Site from the City to Purchaser.
- f) Purchaser agrees that the redevelopment of the Site will include a park or play area of at least 1/3 acre in size.
- g) Purchaser agrees that 20% of the units will be affordable to households of 80% or lower of the Memphis Metropolitan Statistical Area Median Income.
- h) Purchaser shall use best efforts to ensure that there is a minimum of 25% minority and women owned business participation in the development of the Property.
- i) Subject to the Mayor and City Council Approval, Purchaser shall have an option to purchase the property immediately to the west of the Site, bounded by Bellevue Boulevard on its east, the property municipally known as 329 N. Bellevue Boulevard (Parcel Identification Number 020093 00003) on its south, Interstate Highway 240 on its west and the property municipally known as 417 N. Bellevue Boulevard (Parcel Identification Numbers 020095 00008, 020095 00009 and 020095 00006C) on its north, for three hundred thousand dollars (\$300,000), contingent upon Purchaser obtaining a rezoning of the property to the RU-5 zoning district or other zoning entitlement equivalent to the RU-5 zoning district. The City shall be responsible for securing a survey of the property prior to Mayor and City Council Approval.

2.5 City Post Closing Obligations:

- a) The City shall be supportive of Seller's efforts to work with the appropriate City Divisions in an effort to streamline the relevant permitting processes to ensure the redevelopment of the Site is expedited.
- b) The City shall be supportive of discretionary entitlements sought for the redevelopment of the Site, including but not limited to zoning, tax increment financing or PILOT applications.

- c) The City shall be supportive of zoning entitlement(s) that will enable the redevelopment of the Site to occur over three (3) phases and contains i) buildings of up to three (3) stories in height, ii), a commercial area of up to one (1) acre in size and iii) up to 160 dwelling units.
- d) The City will issue a Notice to Proceed once all requirements are met.

2.6 Inspection Period.

- a) Within ten (10) days of the Effective Date, Seller shall provide to Purchaser copies of all contracts, engineering reports and studies, environmental reports, surveys, zoning approvals, utility letters, and other financial reports, and all other plans, reports or studies of any nature whatsoever regarding the Property which are in the custody of Seller.
- b) Specifically, Seller has conducted a Phase II environmental survey and has completed sampling as previously required by TDEC. Seller will provide all environmental reports to Seller.
- c) Purchaser shall have ninety (90) days from the Effective Date to complete its due diligence (the "Inspection Period").
- d) Notwithstanding anything in this Agreement to the contrary, if Purchaser determines, for any reason or no reason, in Purchaser's sole discretion, that the Property is not acceptable to Purchaser, Purchaser may terminate this Agreement upon written notice to Seller at any time prior to the expiration of the Inspection Period.
- e) During the period occurring between the Effective Date and the Closing Date, Purchaser and its agents shall have the right to conduct investigations and studies upon the Property and to enter upon the Property upon reasonable notice for such purposes ("Purchaser Studies"); provided, however that if Purchaser desires to perform invasive testing of the Property, it shall first obtain the prior written approval of Seller, which approval shall not be unreasonably withheld. Purchaser agrees that all inspections and investigations of the Property by Purchaser shall be performed in compliance with all applicable laws.
- f) Purchaser shall indemnify and hold harmless Seller from and against all loss and expense paid or incurred by Seller if, and to the extent, the same result from or arise out of or in connection with Purchaser Studies, or any actions incident thereto, including any liens or other encumbrances filed against the Property in connection with any work performed as part of Purchaser's Studies.
- g) Purchaser shall restore any damage to the Property caused by Purchaser or its agents or contractors as soon as practicable thereafter. Notwithstanding any contrary

provisions contained in this Agreement, in no event shall Purchaser be liable for any diminution in value of the Property resulting from its discovery of any condition or circumstances affecting the Property.

2.7 Title to be Conveyed.

- a) Title to the Property shall be conveyed by special warranty deed (the "Deed") conveying good and marketable title, free of all interests, liens, and encumbrances, except (i) current real estate taxes which are a lien but not yet payable; and (ii) any Permitted Exceptions (as defined below).
- b) During the Inspection Period, Purchaser shall have the right to review (i) a title insurance commitment (the "Title Commitment") prepared by Purchaser's Attorney as agent for _____ (the "Title Company") covering the Property and (ii) an ALTA/NSPS land title survey of the Property (the "Survey"). The Survey shall be certified to Purchaser, Seller, the Title Company, and any other parties specified by Purchaser, and the legal description in the Deed shall be identical to the legal description of the Property shown on the Survey (the "Surveyed Description"), or, if the Surveyed Description materially differs from the record description of the Property, the Deed shall contain such record description and Seller shall execute and deliver at Closing the Deed conveying the property according to the Surveyed Description.
- c) No later than the expiration of the Inspection Period, Purchaser may notify Seller of any objections it has to the Title Commitment and the Survey. If Seller does not cure such objections, then Purchaser may, at its election, either (i) terminate its obligations under this Agreement or (ii) elect to proceed with the Closing subject to such matters. If this transaction proceeds to close, the conveyance of the Property shall be subject to all items shown on the Title Commitment and the Survey to which Purchaser does not object or which Purchaser is deemed to have waived hereunder (the "Permitted Exceptions").
- d) Except for the Seller's obligation to release, discharge or otherwise remove any new title matters affecting the Property after the effective date of the Title Commitment, and except for the Seller's obligation to cause the satisfaction and release of any mortgages, deeds of trust, or similar liens affecting the Property, Seller shall have no obligation to cure any title defect. If Seller elects not to cure any title defect that Seller is not otherwise obligated to cure pursuant to the preceding sentence, Purchaser's sole remedy shall be to either waive the defect and proceed to close or terminate this Agreement.

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

3.1 Seller warrants that it has the full right, power and authority to enter into this Agreement and to perform its obligations hereunder.

Memphis, Tennessee 38103

If to Purchaser: **Crosstown Partners, LLC**
1196 Poplar View Lane S., Suite 1
Collierville, TN 38017

Purchaser's Attorney: **Josh Whitehead**
Burch, Porter & Johnson, PLLC
130 North Court Ave.
Memphis, Tennessee 38103

6. MISCELLANEOUS.

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

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

6.3 Broker and Commissions. Seller and Purchaser represent and warrant each to the other that it has not employed or retained any broker, agent, or other finder with respect to this Agreement. To the extent permitted by law, each party agrees to indemnify the other from any other claims for commissions or similar fees for brokers or others claiming through such party. The provisions of this Section 6.3 shall survive the Closing.

6.4 Time is of the Essence. Time is of the essence with respect to this Agreement and the performance of the obligations set forth herein.

SIGNATURES FOLLOW ON NEXT PAGE

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

CITY OF MEMPHIS

**CROSSTOWN DEVELOPMENT
PARTNERS, LLC**

By: _____
Paul A. Young, Mayor

By: _____

Name: _____

Title: _____

Director of HCD

Ashley Cash, Director

Approved as to Form:

By: _____
Tannera Gibson, Chief Legal Officer/City Attorney

Attest:

By: _____
Comptroller

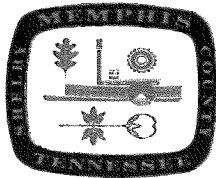
EXHIBIT A
LEGAL DESCRIPTION

The property is improved, and is municipally known as 333 North Claybrook Street,
Memphis, Tennessee.

Land located in Shelby County, Tennessee, more particularly described as follows:

Beginning at a point in the South Right-of-Way line of Overton Park Avenue, and being 175.00 feet (+/-) left of I-40 centerline station 230+17.00±; thence with the South Right-of-Way line of Overton Park Avenue N 80°30'00" W for 1,105.00 feet± to a point in the East Right-of-Way line of Bellevue Boulevard, being 255.00 feet± left of I-40 centerline station 219+12.43±; thence with the East Right-of-Way line of Bellevue Boulevard S 09°30'00" W for 415.00 feet± to a point in the said East Right-of-Way line, being 154.50 feet± right of I-40 centerline station 219+12.43±; thence S 80°30'00" E for 228.50 feet± to a point, being 105.00 feet± right of Ramp "O" baseline station 15+17.00±; thence N 09°30'00" E for 18.27 feet± to a point, being 86.73 feet± right of Ramp "O" baseline station 15+17.00±; thence S 82°15'45" E for 65.03 feet± to a point, being 95.00 feet± right of Ramp "O" baseline station 15+82.00±; thence S 77°32'59" E for 12.17 feet± to a point, being 95.00 feet± right of Ramp "O" baseline station 16+20.00±; thence S 80°30'00" E for 150.00 feet± to a point, being 116.00 feet± right of Ramp "O" baseline station 17+41.00±; thence S 88°42'53" E for 55.99 feet± to a point, being 115.00 feet± right of Ramp "O" baseline station 17+95.00±; thence S 80°30'00" E for 272.50 feet± to a point, being 125.00 feet± right of Ramp "O" baseline station 20+63.00±; thence N 09°30'00" E for 10.00 feet± to a point, being 115.00 feet± right of Ramp "O" baseline station 20+63.00±; thence N 56°55'19" E for 55.00 feet± to a point, being 79.00 feet± right of Ramp "O" baseline station 21+38.50±; thence S 80°30'00" E for 282.50 feet± to a point, being 155.00 feet± right of I-40 centerline station 230+17.00±; thence N 09°13'25" E for 340.00 feet± to the point of beginning, containing 9.692 acres±.

City Council Resolution - Transferring Fleet's Fund Balance increasing FY 24 operating budget in Fleet Services to cover budget shortfall



Memphis City Council Summary Sheet

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

A resolution transferring \$2,800,000 from Fleet's Unreserved Fund Balance to cover the budget shortfall.

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

General Services

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

Does not change an existing ordinance

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

Various Districts and Super Districts

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

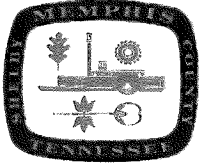
6. State whether this requires an expenditure of funds/requires a budget amendment

A budget amendment is needed to transfer funds from the Fleet's Unreserved Fund Balance to General Services – Fleet Services.

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

N/A

City Council Resolution - Transferring Fleet's Fund Balance increasing FY 24 operating budget in Fleet Services to cover budget shortfall



A resolution transferring \$2,800,000 from Fleet Services' Unreserved Fund Balance to cover FY24 Budget shortage.

WHEREAS, the Council of the City of Memphis included funding for General Services – Fleet Services, as part of the FY 2024 Operating Budget; and

WHEREAS, the FY 2024 Fleet Services' Operating Budget didn't accurately account for the cost of overtime (due to vacancies) or the cost of petroleum based products including materials/supplies and fuel resulting in a budget shortfall; and

WHEREAS, the City of Memphis' GS – Fleet Services find itself in need of additional funding to cover this shortfall; and

WHEREAS, the Fleet Services Fund has an Unreserved Fund Balance that can cover the projected shortfall; and

WHEREAS, it is necessary to transfer allocations and appropriations totaling \$2,800,000 *from* Fleet's Unreserved Fund Balance 0741-000000-039510 *to* GS-Fleet Services Administration:

0741-200805-057440	Inventory Purchases	1,010,000.00
0741-200809-052528	Professional Services	150,000.00
0741-200816-052528	Professional Services	500,000.00
0741-200824-052528	Professional Services	840,075.00
0741-200801-052342	Material & Supplies	2,000.00
0741-200809-052342	Material & Supplies	6,000.00
0741-200816-052342	Material & Supplies	9,000.00
0741-200824-052342	Material & Supplies	7,000.00
0741-200802-057442	Fuel Inventory	275,925.00
		<u>2,800,000.00</u>

NOW, THEREFORE, BE IT RESOLVED that there be and is hereby allocations and appropriations totaling \$2,800,000 are transferred *from* Fleet's Unreserved Fund Balance 0741-000000-039510 *to* GS-Fleet Services credited as follows:

City Council Resolution - Transferring Fleet's Fund Balance increasing FY 24 operating budget in Fleet Services to cover budget shortfall

Organization Title: GS-Fleet Services

0741-200805-057440	Inventory Purchases	1,010,000.00
0741-200809-052528	Professional Services	150,000.00
0741-200816-052528	Professional Services	500,000.00
0741-200824-052528	Professional Services	840,075.00
0741-200801-052342	Material & Supplies	2,000.00
0741-200809-052342	Material & Supplies	6,000.00
0741-200816-052342	Material & Supplies	9,000.00
0741-200824-052342	Material & Supplies	7,000.00
0741-200802-057442	Fuel Inventory	<u>275,925.00</u>
		2,800,000.00

City Council Resolution - Accepting insurance proceeds totaling \$423,714.87 for damage suffered at Bass Pro.



Memphis City Council Summary Sheet

1. **Description of the Item (Resolution, Ordinance, etc.)**
A resolution accepting insurance proceeds totaling \$423,714.87 for damage suffered at Bass Pro.
2. **Initiating Party (e.g. Public Works, at request of City Council, etc.)**
General Services
3. **State whether this is a change to an existing ordinance or resolution, if applicable.**
Does not change an existing ordinance
4. **State whether this will impact specific council districts or super districts.**
District 7, Super District 8
5. **State whether this requires a new contract, or amends an existing contract, if applicable.**
6. **State whether this requires an expenditure of funds/requires a budget amendment**
A budget amendment is needed to accept funds from insurance proceeds for damage suffered at Bass Pro due to lightning striking the chiller and a pipe failure damaging one guest room in the hotel and merchandise in the retail space/store.
7. **If applicable, please list the MWBE goal and any additional information needed**
N/A

City Council Resolution - Accepting insurance proceeds totaling \$423,714.87 for damage suffered at Bass Pro.



A resolution accepting insurance proceeds totaling \$423,714.87 for damage suffered at Bass Pro due to a lightning strike and a pipe failure.

WHEREAS, the Council of the City of Memphis included funding for maintenance of Bass Pro, a retail store and hotel managed by the City of Memphis, as part of the FY 2024 Operating Budget; and

WHEREAS, Bass Pro suffered damage on two separate occasions during Fiscal Year 2024; and

WHEREAS, the City of Memphis' GS – Property/ Building Maintenance filed claims for damage suffered from lightning striking the chiller and water damage due to a failed pipe line; and

WHEREAS, the City's insurance company has agreed to pay \$333,160 for the chiller damage and \$90,554.87, for water damage to one guest hotel room and merchandise in the retail store, after \$100,000 deductible for each of the two occurrences; and

WHEREAS, GS – Property/Building Maintenance will use the insurance proceeds to replace the damaged chiller and reimburse Bass Pro for repairs they completed due to the water damage; and

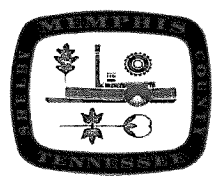
WHEREAS, the insurance proceeds are being held in the City's concentration account; and

WHEREAS, it is necessary to amend the Bass Pro FY24 Operating Budget by transferring \$423,714.87, in insurance proceeds, from City's concentration account to Bass Pro, increasing revenues and expenditures by \$423,714.87, each:

- 0111-200202-049160 Claims (revenue)
- 0111-200202-052921 Claims (expenditure)

NOW, THEREFORE, BE IT RESOLVED that there be and is hereby approved by the Council of the City of Memphis a transfer, of insurance proceeds, from the City's concentration account to Bass Pro credited as follows:

Organization Title: GS-Bass Pro
 0111-200202-049160 Claims (revenue)
 0111-200202-052921 Claims (expenditure)



Memphis City Council Summary Sheet

- 1. Description of the Item (Resolution, Ordinance, etc.)**
Report on Debt Obligation for the State Revolving Loan Fund CGB22 2024-471 for \$39,636,000 for sanitary sewer collection system rehabilitation and replacement.
- 2. Initiating Party (e.g. Public Works, at request of City Council, etc.)**
Public Works
- 3. State whether this is a change to an existing ordinance or resolution, if applicable.**
Not Applicable
- 4. State whether this will impact specific council districts or super districts.**
The project is located in Council Districts 1, 4, 5, 6, and 7 and Super Districts 8 and 9.
- 5. State whether this requires a new contract, or amends an existing contract, if applicable.**
Not Applicable
- 6. State whether this requires an expenditure of funds/requires a budget amendment**
Not Applicable
- 7. If applicable, please list the MWBE goal and any additional information needed**
Not Applicable



Jason E. Mumpower
Comptroller

Report On Debt Obligation

Entity and Debt Information		
Entity Name		
City of Memphis		
Entity Address		
125 North Main Street Room 620 Memphis, Tennessee 38103-2080		
Debt Issue Name		
SRF Loan CGB22 2024-471		
Debt Issue Face Amount		
\$39,636,000.00		
Face Amount Premium or Discount?		
N/A		
Tax Status		
Tax - Exempt		
Interest Type		True Interest Cost (TIC)
True Interest Cost (TIC)		1.36%
Debt Obligation		
Loan Agreement		
Moody's Rating	Standard & Poor's Rating	Fitch Rating
Unrated	Unrated	Unrated
Other Rating Agency Name	Other Rating Agency Rating	
N/A	N/A	
Security		
General Obligation + Revenue		
Type of Sale Per Authorizing Document		Loan Program Name
State or Federal Loan Program		SRF Loan Program
Dated Date	Issue/Closing Date	Final Maturity Date
3/25/2024	3/25/2024	6/25/2045

Debt Purpose		
Purpose	Percentage	Description
Utilities	100%	Sewer
Education	0%	N/A
General Government	0%	N/A
Other	0%	N/A
Refunding	0%	N/A

Cost of Issuance and Professionals

Does your Debt Issue have costs or professionals?

No _____

Maturity Dates, Amounts, and Interest Rates

Year	Amount	Interest Rate
2026	\$1,736,388.00	1.36
2027	\$1,760,148.00	1.36
2028	\$1,784,232.00	1.36
2029	\$1,808,652.00	1.36
2030	\$1,833,408.00	1.36
2031	\$1,858,500.00	1.36
2032	\$1,883,928.00	1.36
2033	\$1,909,716.00	1.36
2034	\$1,935,852.00	1.36
2035	\$1,962,336.00	1.36
2036	\$1,989,192.00	1.36
2037	\$2,016,420.00	1.36
2038	\$2,044,008.00	1.36
2039	\$2,071,980.00	1.36
2040	\$2,100,336.00	1.36
2041	\$2,129,076.00	1.36
2042	\$2,158,224.00	1.36
2043	\$2,187,756.00	1.36
2044	\$2,217,696.00	1.36
2045	\$2,248,152.00	1.36

See final page for Submission Details and Signatures

Submission Details and Signatures

Is there an official statement or disclosure document, as applicable, that will be posted to EMMA: <https://emma.msrb.org/>?

No

Signature - Chief Executive or Finance Officer of the Public Entity

Name

Paul A. Young

Title/Position

Mayor

Email

mayor@memphistn.gov

Alternate Email

N/A

Signature - Preparer (Submitter) of This Form

Name

Carol Ward

Title/Position

Debt Coordinator

Email

carol.ward@memphistn.gov

Alternate Email

N/A

Relationship to Public Entity

Debt Coordinator

Organization

City of Memphis

Verification of Form Accuracy

By checking the box below as the signing of this form, I attest the following:

1. I certify that to the best of my knowledge the information in this form is accurate.
2. The debt herein complies with the approved Debt Management Policy of the public entity.
3. If the form has been prepared by someone other than the CEO or CFO, the CEO or CFO has authorized the submission of this document.

Verify Form Accuracy

Date to be Presented at Public Meeting

05/21/2024

Date to be emailed/mailed to members of the governing body

05/16/2024

Final Confirmation:

I hereby submit this report to the Division of Local Government Finance of the Tennessee Comptroller of the Treasury and understand my legal responsibility to: File this report with the members of the governing body no later than 45 days after the issuance or execution of the debt disclosed on this form. The Report is to be delivered to each member of the Governing Body and presented at a public meeting of the body. If there is not a scheduled public meeting of the governing body within forty-five (45) days, the report will be delivered by email or regular US mail to meet the 45-day requirement and also presented at the next scheduled meeting.



Memphis City Council Summary Sheet

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

Resolution to receive funds from the Opioid settlement

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

City Attorney Division

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

This is a change to Budget Ordinance 5872, which approved the FY24 General Fund Operating Budget

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

Entire City

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

No

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

Yes

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

N/A



RESOLUTION TO ACCEPT SETTLEMENT PROCEEDS FROM PRESCRIPTION OPIOID MANUFACTURERS FRAUDULENT MARKETING LITIGATION

WHEREAS, The City of Memphis considers that opioid use by citizens has had detrimental effects on the population; and

WHEREAS, harm resulted to the City of Memphis population as a result of the alleged deceptive and fraudulent marketing practices of prescription opioid manufacturers; and

WHEREAS, The City of Memphis has an interest in protecting its population from deceptive and fraudulent marketing practices by prescription opioid manufacturers; and

WHEREAS, The City of Memphis has received settlement proceeds in calendar years 2022 and 2023 from prescription opioid manufacturers fraudulent marketing litigation in the amounts of: One Hundred Fifty-Six Thousand Eight Hundred Fifty-Six Dollars and 70/100 Dollars (\$156,856.70); One Hundred Sixty-Four Thousand Eight Hundred Forty-Eight Dollars and 75/100 Dollars (\$164,848.75); Six Hundred Twenty-Seven Thousand Nine Hundred Sixty-Seven Dollars and 04/100 Dollars (\$627,967.04); and One Hundred Sixty-Four Thousand Eight Hundred Forty-Eight Dollars and 75/100 Dollars (\$164,848.75), *totaling One Million One Hundred Fourteen Thousand Five Hundred Twenty-One Dollars and 24/100 Dollars (\$1,114,521.24)* in settlement proceeds; and

WHEREAS, The City of Memphis has received settlement proceeds in calendar years 2024 from prescription opioid manufacturers fraudulent marketing litigation in the amounts of Five Hundred Thirty Thousand Seven Hundred Fifty-Seven Dollars and 87/100 Dollars (\$530,757.87) and Ninety Thousand Eight Hundred Sixteen Dollars and 34/100 Dollars (\$90,816.34), *totaling Six Hundred Twenty-One Thousand Five Hundred Seventy-Four Dollars and 21/100 Dollars (\$621,574.21)* in settlement proceeds, as of March 15, 2024; and

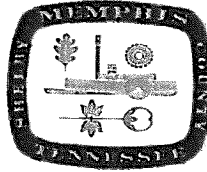
WHEREAS, The City of Memphis has received settlement proceeds in calendar years 2022, 2023 and 2024, as of March 15, 2024, *totaling One Million Seven Hundred Thirty-Six Thousand Ninety-Five Dollars and 45/100 (\$1,736,095.45)*; and

WHEREAS, fifteen percent (15%) of the settlement proceeds received is allocated to the payment of legal fees, as limited by court order, to the law firm Johnson and Johnson, PLLC, presently located at 1407 Union Avenue, Memphis, Tennessee 38104; and

WHEREAS, the City of Memphis needs these funds from the settlement proceeds to remedy harm to the population as a result of the alleged deceptive and fraudulent marketing practices of prescription opioid manufacturers; and

WHEREAS, the acceptance of these funds will result in no cost to the City;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the settlement proceeds from prescription opioid manufacturers fraudulent marketing litigation of \$156,856.70; \$164,848.75; \$627,967.04; \$164,848.75; \$530,757.87 and \$90,816.34, **totaling \$1,736,095.45**, payable to the City of Memphis be accepted.



Memphis City Council Summary Sheet

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

Report on Debt Obligation for the \$167,555,000 General Improvement Refunding Bonds, Series 2022 conversion from taxable rate to tax-exempt rate.

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

The Finance Division is the initiating party.

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

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

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

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

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

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

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

No.

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

N.A.



Jason E. Mumpower
Comptroller

Report On Debt Obligation

Entity and Debt Information		
Entity Name		
City of Memphis		
Entity Address		
125 North Main Street Room 368 Memphis, Tennessee 38103-2080		
Debt Issue Name		
General Improvement Refunding Bonds, Series 2022		
Debt Issue Face Amount		
\$167,555,000.00		
Face Amount Premium or Discount?		
N/A		
Tax Status		
Tax - Exempt		
Interest Type	True Interest Cost (TIC)	
True Interest Cost (TIC)	3.2871%	
Debt Obligation		
Bond		
Moody's Rating	Standard & Poor's Rating	Fitch Rating
Unrated	Unrated	Unrated
Other Rating Agency Name	Other Rating Agency Rating	
N/A	N/A	
Security		
General Obligation		
Type of Sale Per Authorizing Document		
Negotiated Sale		
Dated Date	Issue/Closing Date	Final Maturity Date
4/2/2024	4/2/2024	4/1/2040

Debt Purpose		
Purpose	Percentage	Description
<u>Refunding</u>	<u>100%</u>	<u>Refund portion of 2014B bonds, refund 2015C bonds (tax-exempt reissuance)</u>
<u>Education</u>	<u>0%</u>	<u>N/A</u>
<u>General Government</u>	<u>0%</u>	<u>N/A</u>
<u>Other</u>	<u>0%</u>	<u>N/A</u>
<u>Utilities</u>	<u>0%</u>	<u>N/A</u>

Cost of Issuance and Professionals			
Does your Debt Issue have costs or professionals?			
<u>Yes</u>			
Description	Amount	Recurring Portion	Firm Name
<u>Financial Advisor Fees</u>	<u>\$3,000.00</u>	<u>N/A</u>	<u>PFM Financial Advisors</u>
<u>Legal Fees - Bond Counsel</u>	<u>\$40,000.00</u>	<u>N/A</u>	<u>Butler Snow LLP/Ahmad Zaffarese LLC</u>
<u>Legal Fees - Bank Counsel</u>	<u>\$13,450.00</u>	<u>N/A</u>	<u>Chapman and Cutler</u>
<u>Paying Agent Fees</u>	<u>\$500.00</u>	<u>N/A</u>	<u>Regions Bank</u>
<u>Registrar Fees</u>	<u>\$600.00</u>	<u>600/yr</u>	<u>Regions Bank</u>
<u>TOTAL COSTS</u>	<u>\$57,550.00</u>		

Maturity Dates, Amounts, and Interest Rates

Year	Amount	Interest Rate
2026	\$1,225,000.00	2.94
2027	\$9,730,000.00	2.92
2028	\$10,010,000.00	2.97
2029	\$10,310,000.00	2.99
2030	\$10,620,000.00	2.98
2031	\$10,930,000.00	2.97
2032	\$11,255,000.00	2.99
2033	\$11,595,000.00	3.04
2034	\$11,945,000.00	3.06
2035	\$12,310,000.00	3.11
2036	\$12,695,000.00	3.11
2037	\$13,085,000.00	3.17
2038	\$13,500,000.00	3.25
2039	\$13,945,000.00	3.29
2040	\$14,400,000.00	3.34

See final page for Submission Details and Signatures

Submission Details and Signatures

Is there an official statement or disclosure document, as applicable, that will be posted to EMMA: <https://emma.msrb.org/>?

No

Signature - Chief Executive or Finance Officer of the Public Entity

Name

Paul Young

Title/Position

Mayor

Email

mayor@memphistn.gov

Alternate Email

N/A

Signature - Preparer (Submitter) of This Form

Name

Geoffrey Morris

Title/Position

Attorney

Email

geoffrey.morris@butlersnow.com

Alternate Email

N/A

Relationship to Public Entity

Bond Counsel

Organization

Butler Snow LLP

Verification of Form Accuracy

By checking the box below as the signing of this form, I attest the following:

1. I certify that to the best of my knowledge the information in this form is accurate.
2. The debt herein complies with the approved Debt Management Policy of the public entity.
3. If the form has been prepared by someone other than the CEO or CFO, the CEO or CFO has authorized the submission of this document.

Verify Form Accuracy

Date to be Presented at Public Meeting

05/21/2024

Date to be emailed/mailed to members of the governing body

05/16/2024

Final Confirmation:

I hereby submit this report to the Division of Local Government Finance of the Tennessee Comptroller of the Treasury and understand my legal responsibility to: File this report with the members of the governing body no later than 45 days after the issuance or execution of the debt disclosed on this form. The Report is to be delivered to each member of the Governing Body and presented at a public meeting of the body. If there is not a scheduled public meeting of the governing body within forty-five (45) days, the report will be delivered by email or regular US mail to meet the 45-day requirement and also presented at the next scheduled meeting.

ATTACHMENT TO FORM CT-0253 REPORT ON DEBT OBLIGATION

Relating to

\$167,555,000

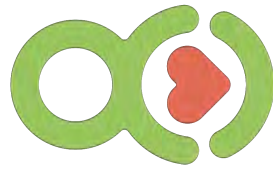
**City of Memphis, Tennessee
General Improvement Refunding Bonds
Series 2022**

1. **Interest Type:** As noted in the City's "Plan of Refunding – Request for Extension," dated May 26, 2022, the Bonds initially bore interest at a taxable interest rate, then, on April 2, 2024, the Bonds were reissued at a tax-exempt interest rate.
2. **Ratings:** The Bonds were issued directly to a purchaser and not rated. The rating agency costs set forth in Item 11 are costs incurred when it was still envisioned that the Bonds would be publicly offered in a negotiated sale.
3. **Maturity Dates, Amounts and Interest Rates:** See attached. Exhibit A from the Bond Purchase Agreement, which shows the initial taxable rates and the tax-exempt rates of the Bonds upon reissuance on April 2, 2024.

EXHIBIT A**SERIES 2022 BONDS**

<u>Maturity</u>	<u>Principal Amount</u>	<u>Taxable Rate</u>	<u>Tax-Exempt Rate</u>
4/1/2026	\$ 1,225,000	3.75%	2.94%
4/1/2027	9,730,000	3.73%	2.92%
4/1/2028	10,010,000	3.79%	2.97%
4/1/2029	10,310,000	3.82%	2.99%
4/1/2030	10,620,000	3.81%	2.98%
4/1/2031	10,930,000	3.80%	2.97%
4/1/2032	11,255,000	3.81%	2.99%
4/1/2033	11,595,000	3.89%	3.04%
4/1/2034	11,945,000	3.91%	3.06%
4/1/2035	12,310,000	3.97%	3.11%
4/1/2036	12,695,000	3.98%	3.11%
4/1/2037	13,085,000	4.05%	3.17%
4/1/2038	13,500,000	4.15%	3.25%
4/1/2039	13,945,000	4.20%	3.29%
4/1/2040	<u>14,400,000</u>	4.27%	3.34%
	\$167,555,000		

65020192.v2



FIRST EIGHT MEMPHIS

Success in the **first 8** years.
Success for a lifetime.

Pre-Kindergarten Outcomes Report

- 2022-2023 Annual Report
- 2023-2024 Q1 Report
- 2023-2024 Q2 Report



May 21, 2024





About Us

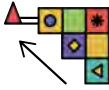
First 8 Memphis (F8M) was established to implement key strategies of Shelby County's Early Childhood Education Plan including home visitation, child care, universal needs-based Pre-K, and K-3 supports.

Our Mission

First 8 Memphis leads and convenes our community in advocating for investments that nurture and educate our youngest learners.

Our Vision

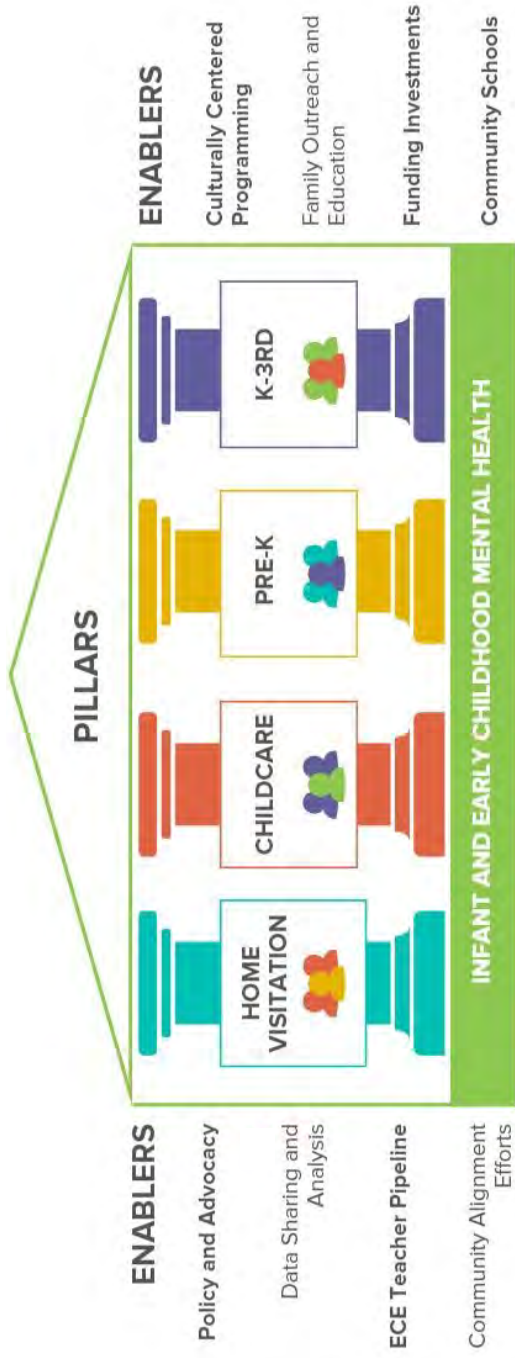
First 8 Memphis envisions a community where every child has the resources to thrive.



First 8 Memphis Strategic Goal



Support and continue to build the **early care and education system**



by focusing on

Quality



Alignment



Access



Advocacy & Awareness



Why the First 8 Years?



Early childhood experiences from birth to age 8 affect the development of the brain's architecture, which provides the foundation for all future learning, behavior and health.

According to the CDC, the first 8 years can build a foundation for future learning, health and life success.



When brain development in infants and young children is fully supported, they are more likely to reach milestones critical to future individual and community success. These include:

- Third-grade reading proficiency
- High school graduation and postsecondary education
- Gainful employment
- Lifetime physical and mental health and well-being
- Avoidance of substance use disorder and crime

Role of First 8 Memphis in Pre-K



4 Year Old Children

receive high-quality, full-day Pre-K
(families eligible below 300% of the FPL)



Pre-K Operators

16 public, private, and charter Pre-K providers
offer high-quality programming to students in Shelby County.



Wraparound Support

4 providers
offer 2 generational support to families



Instructional Coaching

4 providers
support high-quality instruction



Fiscal Agent

First 8 Memphis

provides fiscal management, oversight, and continuous improvement to Pre-K partners



Funders

Historic partnership between the **City of Memphis** and **Shelby County**
to support Pre-K per Joint Ordinance

First 8 Memphis Pre-K Outcomes

2022-2023 Annual Report

August 3, 2022 - May 26, 2023

2023-2024 Quarter 1 Report

August 7, 2023 - October 6, 2023

2023-2024 Quarter 2 Report

October 16, 2023 - December 20, 2023

F8M Actual & Projected Budget FY23-FY25



	Actual FY23 School Year 2022-23	Projected FY24 School Year 2023-24	Projected FY25 School Year 2024-25
Revenue: Public Funding			
City of Memphis	\$6,400,000	\$7,000,000*	\$7,000,000*
Shelby County	\$8,400,000	\$9,000,000*	\$9,500,000*
Rollover Funds	\$611,200		
Total Public Funding	\$15,411,200	\$16,000,000	\$16,500,000
Expenses: Program Expenses	\$8,150 per pupil/\$163,000 per class**	\$8,700 per pupil/\$174,000 per class**	\$9,250 per pupil/\$181,250 per class**
Classroom Expenses (includes classroom, wraparound, and coaching)	\$ 12,130,400	\$ 13,990,000	\$ 14,950,000
Other Pre-K Program Expenses (Operator setup, data reporting & validation, & other Pre-K operations)	\$1,261,973	\$ 890,000 PAGE 7	\$ 767,000
Total Classroom Subtotal	\$13,392,373	\$15,717,000	\$15,717,000
F8M Admin Fee (7%)	\$1,036,000	\$1,120,000	\$1,183,000
Total Classroom and Administrative Fee	\$14,428,373	\$16,000,000	\$16,900,000

*Subject to budget increases in line with providing high-quality Pre-K. **Includes classroom, wraparound, and coaching.

City & County Pre-K Investment in 2022-2023 & 2023-2024

90% of funds go directly to salaries for teachers and other personnel, serving 1,600 Pre-K students

On average, 7% of funds are spent on program expenses; 3% are spent on administrative expenses.

\$8,700 invested per student in 2023-2024; an increase from **\$8,150** in 2022-2023. Our goal is **\$9,250** in 2024-2025.

Total Amount Paid to Pre-K Operators by School Year



Advocate for an equal investment in Pre-K students as K-12, who receive ~\$11,000 per pupil. F8M and other Pre-K funding sources must increase investment to offer quality, school-readiness programming.

First 8 Memphis Pre-K Students

100% of F8M students meet income eligibility guidelines of household income at or below 300% of the Federal Poverty Level (FPL) - \$7,500/ month for a family of 4



84% of students identify as Black
9% of students identify as Hispanic



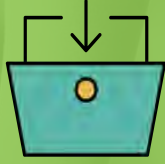
52% of students identify as female
48% identify as male



50% of students reside in just 5 zip codes:
38115, 38116, 38125, 38127, 38134



Increasing Access



Who has access to Pre-K in Memphis and Shelby County?



Community Vision: ALL children

The Goal: 75% of all 3 and 4-year-olds

access public Pre-K

- Utilization rates from peer cities show 50-80% participation in public Pre-K
- 25% of families will opt-out of public Pre-K in favor of in-home care or private programming













The Need: Affordable, High-Quality Pre-K

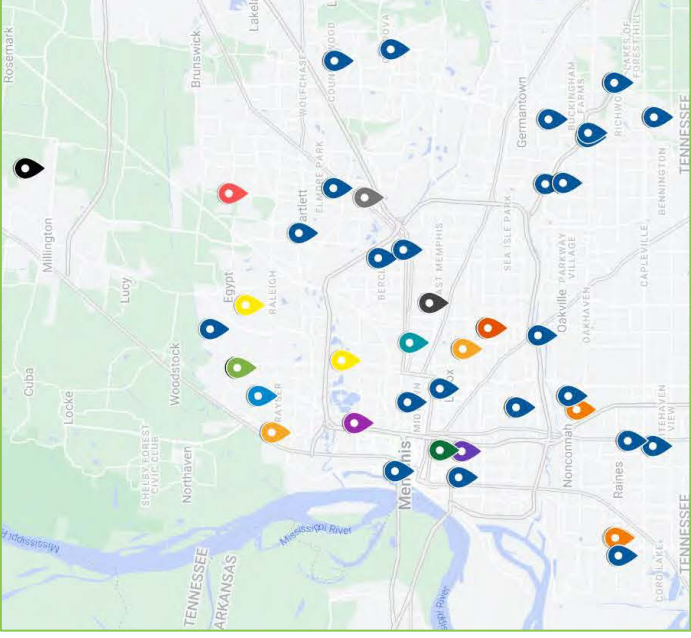
- **Increased 3-year-old seats**
 - 18% of 3-year-olds are enrolled in public Pre-K
 - 60% of 4-year-olds
- **Affordable Pre-K**
 - 10% of income spent on childcare in two-parent household
 - 7% or more is a burden in TN*
- **Supported Providers**
 - F8M funding provides access to school-readiness curriculum
 - Family Engagement & Instructional Support services

The Path: Increased Public Investment

- Identify high-priority communities for increased investment
- Advocate for expansion of local, state, and federal funding
- Increase eligibility guidelines for F8M funding to include:
 - 3-year-olds
 - Families struggling to pay tuition

First 8 is in Almost Every Community in Memphis & Shelby County!

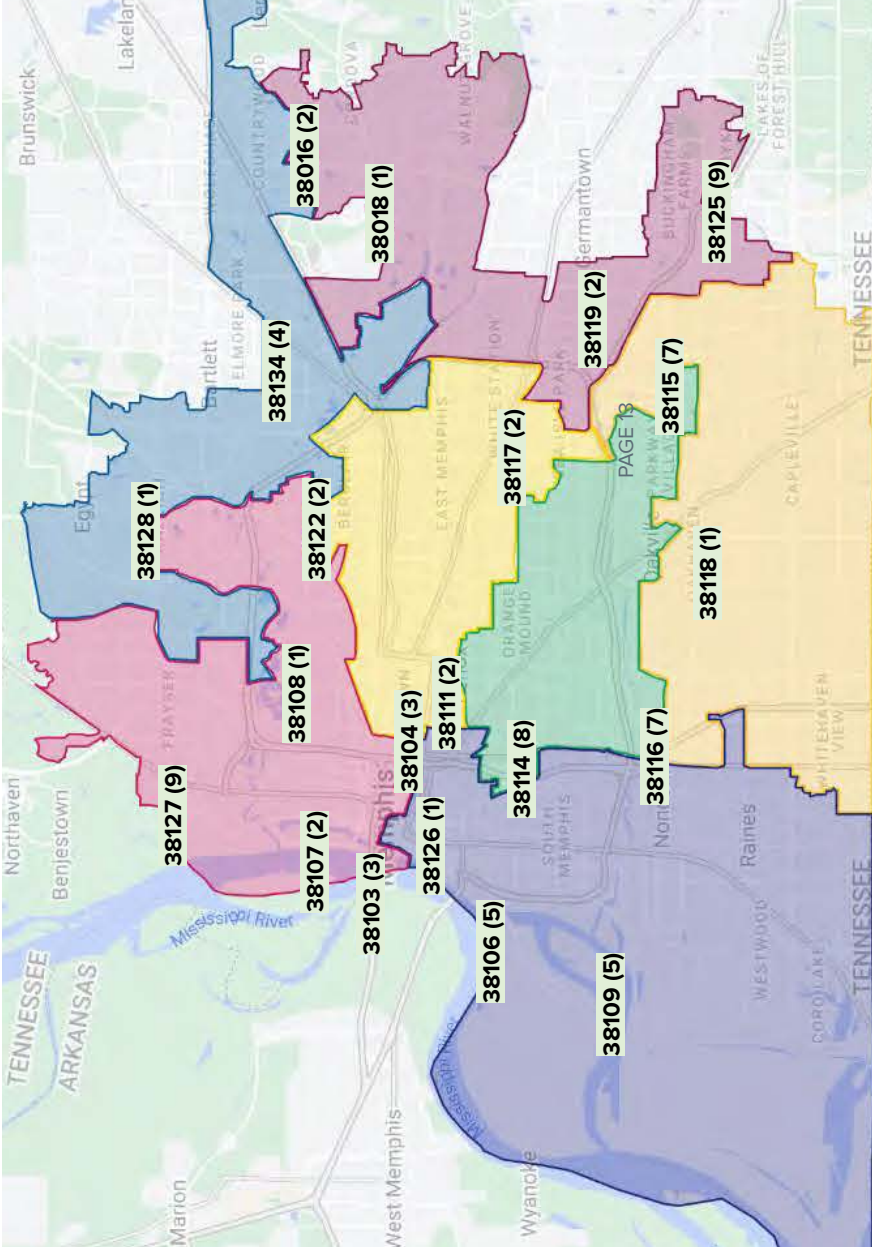
-  Memphis-Shelby County Sch... (51)
-  Libertas School of Memphis (9)
-  Freedom Preparatory Acade... (4)
-  Porter-Leath Academy (4)
-  Capstone Education Group (2)
-  Circles of Success Learning ... (2)
-  Millington Municipal Schools (2)
-  Perea Preschool (2)
-  Promise Academy (2)
-  Bartlett City Schools (1)
-  Global Children Services (1)
-  Knowledge Quest (1)
-  Red Robin's Learning Acade... (1)
-  Southwest TN Community C... (1)
-  UofM Early Learning & Resea... (1)



F8M Classrooms in Each City Council District



- 1- Rhonda Logan
- 2- Scott McCormick
- 3- Pearl Eva Walker
- 4- Jana Swarengen-Washington
- 5- Philip Spinosa
- 6- Edmund Ford, Sr.
- 7- Michalyn Easter-Thomas



A Strong Start and Steady Increase in Enrollment

93% capacity filled in 2022-2023
1,464 of **1,600** possible students
cumulatively enrolled* each quarter
9% increase from **2021-2022**

2023-2024 saw highest
Quarter 1 enrollment
in **F8M** history!



Our Goal: Students Attend 80% or More of School Days

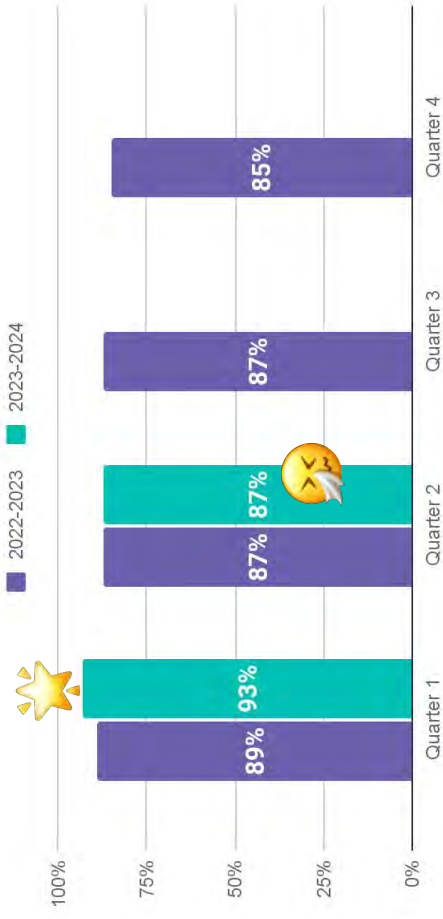
85% of students met the attendance goal in 2022-2023

1,260 of 1,484 cumulatively enrolled students attended 80% or more of school days



Percentage of Students Meeting Attendance Goal

Comparison by Quarter



Advocate for accessible, reliable transportation - insufficient transportation is the number one cause of absences in Pre-K classrooms.

F8M Meets 22-23 Accountability Metrics!

93% enrollment
capacity filled

Accountability metric: 75% of
program enrollment capacity
filled



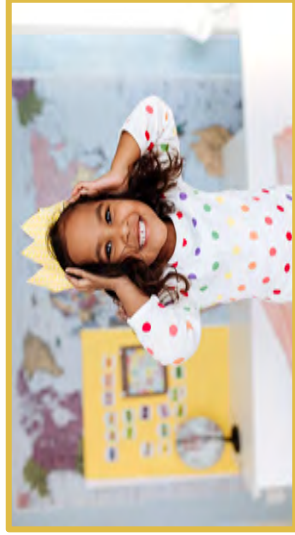
51% of students
scoring “Ready
for Kindergarten”

Accountability metric: 45% of
students meeting K-Ready goal.



85% of students
attend 80% of days

Accountability metric: 85% of
students meeting attendance goal.



Promoting Quality



When Teachers are Supported, Students Grow!

100% of F8M teachers receive
1:1 instructional coaching monthly

Coaches support instruction that promotes student growth:



**Physical
Development**



**Adaptive
Behavior**



**Academic
Skills**



**Language
Development**



**Social &
Emotional
Development**

First 8 Teachers receive an **average of 3 instances of instructional support each month** including:

- Classroom observation and reflective feedback
- Co-planning
- Modeling of best practices
- Analysis of student data
- Targeted professional development
- Access to resources

Whole Family Wellness = Whole Child Wellness

100% of families are connected with a Family Engagement Personnel

FEP support families in connecting with resources that meet their needs and goals:



87% of 22-23 families completed the year-end Family Outcome Assessment.

83% of 23-24 families completed the beginning-of-year Assessment.

Most Common Referrals 22-23:

1. Kindergarten Transition



2. Health



Church Health

SOUTHERN
COLLEGE OF
OPTOMETRY



3. Financial Planning & Income Support



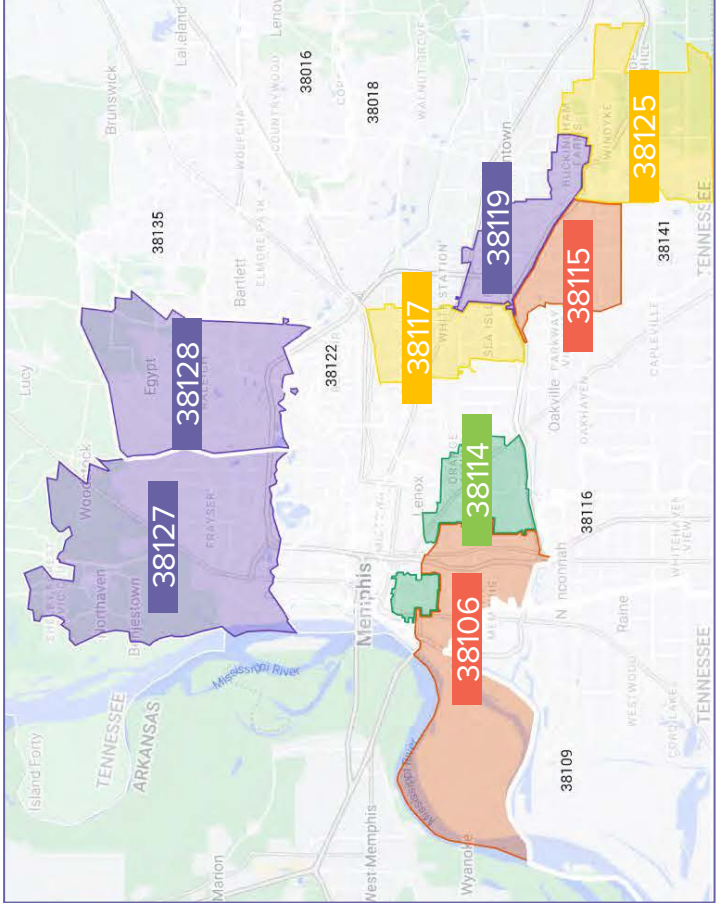
Greater Memphis
Financial
Empowerment
Center
Providing One-on-One
Financial Coaching

North, South, and Southeast Memphis Have a High Need in Key Survival Areas

The highlighted communities had the **highest number of referrals** in the top 3 family wellbeing categories:

1. **Health**  
2. **Utilities** 
3. **Food** 

Multiple



Assessing Quality



First 8 Students Outperform 63% of Peers

Across all domains, **F8M Pre-K students* performed in the 63rd percentile for 2022-23 post assessment compared to the 45th percentile on the pre-assessment. Students grew 40% across all 5 Brigrance domains.** Students performed 3 percentile points higher overall than 2021-2022 students on the post assessment.

Brigrance IED III Assessment Yearly Comparison



Performed at the same level or better than 63% of peers



*Brigrance IED III data is reported for Full Service Year (FSY) students - those who attended 66% or more of school days. In 2022-2023, there are Brigrance assessment results for 1,200 FSY students.



Connect Your Community with Pre-K Programs in 2024-2025

F8M 24-25 Pre-K Eligibility Guidelines

- ★ 4 years old on or before August 15, 2024
- ★ Combined household income at or below *(income from all adults in the household must be at or below the following):*

Family Size	Annual Combined Household Income	Monthly Combined Household Income
2 	\$61,320	\$5,110
3	\$77,460	\$6,455
4 	\$93,600	\$7,800
5	\$109,740	\$9,145

F8M supports families in identifying and connecting with Pre-K programs --- Share the **Pre-K Interest Form with families!**



Share PreKMemphis.com with your constituents!

Areas with the Greatest Availability of F8M Pre-K Seats:

- 38106
- 38109
- 38111
- 38114





Responding to Your Questions

How Do F8M Teachers Incorporate Culturally Affirming Instruction?

Culturally Affirming Instruction is characterized by strong teacher knowledge of diverse cultures, culturally relevant curriculum, high expectations for all students, an appreciation of different communication styles, and the use of multicultural instructional examples.

Creative Curriculum

86% of F8M classrooms implement Creative Curriculum

Culturally Responsiveness Score: Moderate

Teachers have the freedom to supplement the curriculum and develop instructional routines and activities that align with the needs of the individuals in their classroom.

Teacher Implementation

1. Academic skills are taught in the context of students' lived experiences
2. Students develop an appreciation for their home culture
3. Skills in identifying, analyzing, and solving societal problems are incorporated into instruction

Where do F8M Pre-K students attend Kindergarten?

9 of 15 F8M Operators Offer Kindergarten Programs

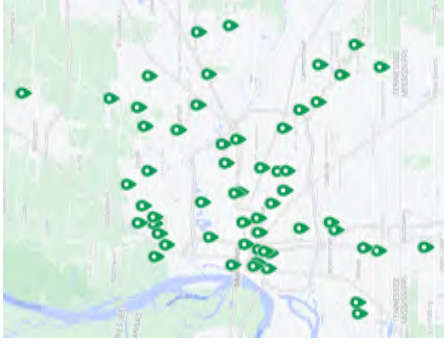
- Bartlett Elementary
- Circles of Success Learning Academy
- Cornerstone Denver
- Freedom Preparatory Academy
- Libertas School of Memphis
- Memphis-Shelby County Schools
- Millington Primary School
- Promise Academy
- Schools of Perea

23-24 F8M Pre-K Classrooms



2
1
3
5

23-24 F8M Feeder Kindergarten Programs





PRE-K 2022-2023 REPORT

First 8 Memphis

First 8 Memphis (F8M) was established to implement Shelby County's high-quality early care and education system.

Mission

First 8 Memphis leads and convenes our community in advocating for investments that nurture and educate our youngest learners.

Vision

First 8 Memphis envisions a community where every child has the resources to thrive.

Since 2019, First 8 Memphis has partnered with the City of Memphis and Shelby County government to support, coordinate, and administer funding for a comprehensive, universal needs-based Pre-K program for children living in Memphis and Shelby County.

16 Pre-K Partners across Shelby County



Investing in F8M Pre-K Students

\$15.4M

Total 2022-2023 F8M Pre-K Budget

\$163K

Per Classroom
(includes wraparound and coaching)

100%

City of Memphis and Shelby County Government Investment

\$8,150

Invested Per Child

This is a historically high investment in Pre-K in Memphis and Shelby County and an **increase from \$7,750 in 2021-2022**. Our goal is to continue to increase per pupil funding to align with the national K-12 average, ~\$10,000.



Most Common Referrals Resulting from Family Outcome Assessments



Financial Planning



Adult Education



Childcare



Food



Utilities



Legal

Instructional Coaching & Teacher Support



100% of teachers

received 1:1 instructional coaching in 2022-2023.

Instructional coaches support teachers using a variety of strategies, including lesson planning support, continuous professional development, and observation of instruction and reflective feedback. Coaches collaborate with teachers to set individual goals and provide instructional coaching to support teachers in meeting these goals.



Student Assessments

Pre-K Growth Assessment

100% of First 8 Memphis classrooms



administered the Brigance Inventory of Early Development III at the beginning and end of the 2022-2023 school year. Brigance IED III scores are reported using norm-referenced percentiles. Student performance is ranked against a sample of nation-wide peers. Student growth can be seen in their movement between percentile rankings.

Brigance IED III data is reported for Full Service Year (FSY) students - those who attended 66% or more of school days. In 2022-2023, there are Brigance assessment results for 1,200 FSY students. Across all domains, F8M Pre-K students performed in the 63rd percentile on the 2022-2023 post assessment compared to the 45th percentile on the pre-assessment, meaning **F8M Pre-K students performed above 63% of peers nationally. Students grew 40% across all 5 Brigance domains. Students performed 3 percentile points higher overall than 2021-2022 students on the post assessment.**

Outcomes

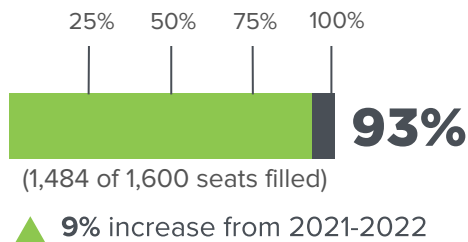
Enrollment

1,397 **1,484**

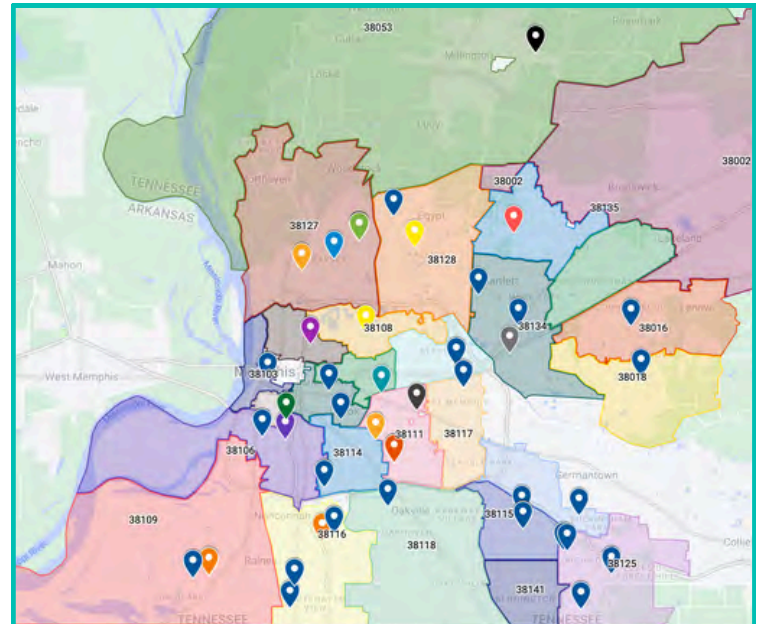
End of year enrollment *Cumulative enrollment

*Cumulative enrollment – includes students who enrolled and withdrew

Capacity



Map of 2022-2023 F8M Classrooms



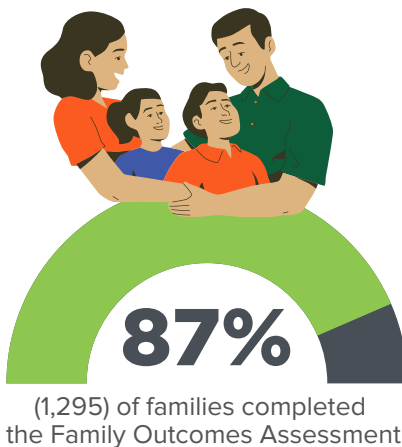
Attendance

85% of students met attendance goal
(1,244 students) ▲ **1%** increase from 2021-2022

Goal attend 80% or more of the days they are enrolled

90% average daily attendance
across all F8M Pre-K Classrooms
(K-12 programs customarily report average daily attendance)

Family Engagement



100% of families

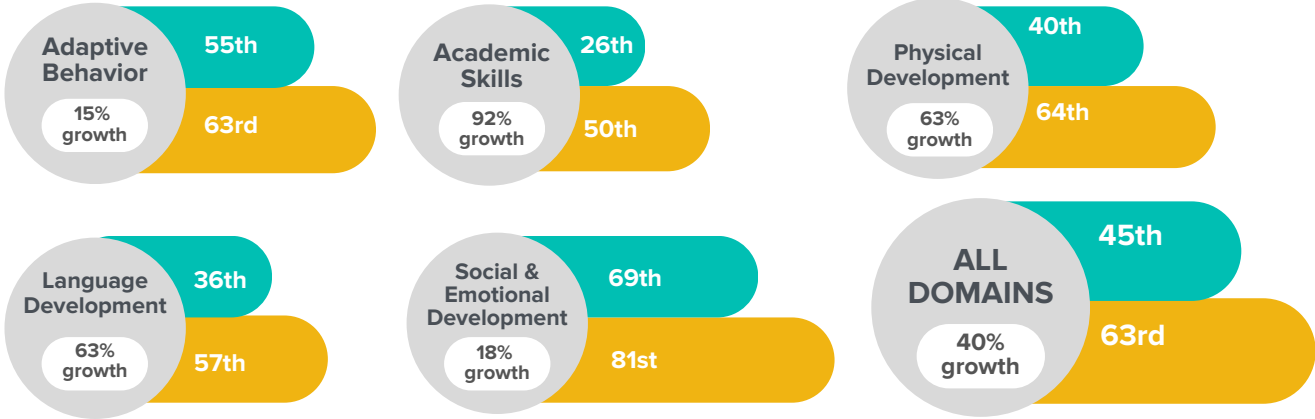
were connected with a dedicated Family Engagement Personnel to support them in meeting their unique needs and goals.

Family Needs and Goals

All First 8 Memphis classrooms receive funding for wraparound services to support not only the children enrolled in our partner classrooms, but also their families. A Family Outcomes Assessment is conducted by Family Engagement Personnel three times per year to identify families' needs, goals, and desires and connect them to resources and services to support those goals.

Brigrance IED III Assessment Yearly Comparison

- 2022-23 Pre-assessment percentile
- 2022-23 Post assessment percentile



Kindergarten Readiness Assessments

A total of 866 First 8 Memphis Pre-K FSY students, those who attended 66% of Pre-K days or more, were matched with a Kindergarten readiness assessment in Fall 2023. **Of these students, 51% scored “Kindergarten Ready”** this is a decrease of 3 percentage points from the 2021-2022 students scoring ready for Kindergarten.

51% of students assessed scored “Kindergarten Ready”



About First 8 Memphis

First 8 Memphis (F8M) works to ensure every child in Memphis and Shelby County can reach their full potential by building a strong start during the first 8 years of life. We are leaders, conveners, and advocates working to implement, scale, and improve the early care and education system for young children during their most critical developmental ages.

This includes support for nurturing early learning and care environments, high-quality Pre-K programs that prepare children for Kindergarten and beyond, and two-generation services, such as home visitation, early childhood mental health, and more. F8M’s early care and education systems-building work is conducted in collaboration with the F8M Leadership Council and other stakeholders. Success in the first eight years leads to success for a lifetime.

Learn more at www.first8memphis.org.
Learn more about F8M Pre-K at prekmemphis.com.





F8M PRE-K PROGRAM

2023-2024 QUARTER 1 REPORT

August 7- October 6, 2023

First 8 Memphis (F8M) leads and convenes the community in advocating for investments that nurture our youngest learners. We envision a community where every child has the resources to thrive.

Historic Pre-K Investment and Accomplishments

- First 8 Memphis was founded in 2019 through a historic partnership of the Shelby County and City of Memphis governments that resulted in the preservation of 1,000 publicly funded Pre-K seats
- Through Joint Ordinance NO 505, Section 1, F8M was established as the fiscal agent for County and City funds that now support 1,600 Pre-K seats in Shelby County
- F8M Pre-K students were supported 2019-2022 through a public/private partnership of the local governments, Maycomb Capital, and The Urban Child Institute; this innovative outcomes-based financing enabled F8M to prove the value of Pre-K and success of this publicly funded program prior to full funding coming from the City of Memphis and Shelby County governments 2022-2024
- In addition to the Pre-K program, F8M supports the early care and education system by supporting programs that service families prenatal through third grade



Early Care and Education Experiences Have a Lifelong Impact

Early childhood experiences from birth to age 8 affect the development of the brain's architecture, which provides the foundation for all future learning, behavior and health.

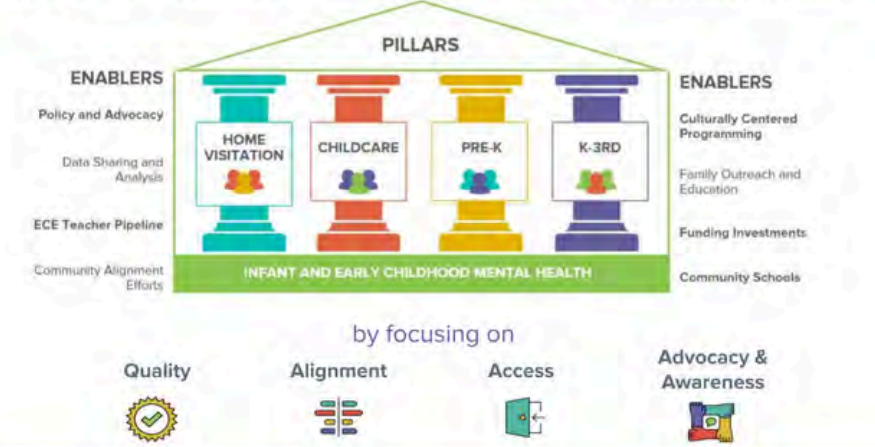
- When brain development in infants and young children is fully supported, they are more likely to reach milestones critical to future individual and community success. These include:
 - Third-grade reading proficiency
 - High school graduation and postsecondary education
 - Lifetime physical and mental health and well-being
 - Avoidance of substance use disorder and crime
 - Gainful employment

First 8 Memphis is Committed to Strengthening the Pre-K Community



First 8 Memphis Strategic Goal

Support and continue to build the **early care and education system**



Enhancing Alignment

15 Pre-K Operators



3 Community partners



The F8M Leadership Council Pre-K Work Group convenes quarterly Pre-K providers across Shelby County to collaborate on high-quality instructional approaches, advocacy needs and strategies, and increased alignment across the Pre-K community.

Finance

\$2,650,000 paid to Pre-K Operators in Q1.

- F8M funds over 160 educator salaries, wraparound services, instructional support, and other quality program components for 80 classrooms
- F8M provides funding for 4-year-old Pre-K students at \$8,700 per child
- In Q1, Wraparound Providers were paid a total of \$717,500 and Coaching Providers were paid a total of \$130,000, promoting Pre-K program quality in family partnership and instruction

Pre-K Operator Spending by Category

● Personnel Salaries ● Supplies & Staff Development ● Administrative Expenses



2023-2024 Student Demographic Data

Our Pre-K students represent our community's diversity - and our future!

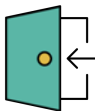
- 100% of F8M students meet income eligibility guidelines of household income at or below 300% of the Federal Poverty Line (FPL) - \$7,500/month for a family of 4
- 84% of students identify as Black
- 9% of students identify as Hispanic
- 50% of students reside in 5 zip codes:
 - 38125, 38116, 38127, 38115, 38134

2023-2024 F8M Pre-K Students by Racial Identity

● Black/African-American ● White/Caucasian ● Other



Demographic data is reported for 1,308 total Pre-K students (98% of 23-24 Q1 enrollment).



Increasing Access

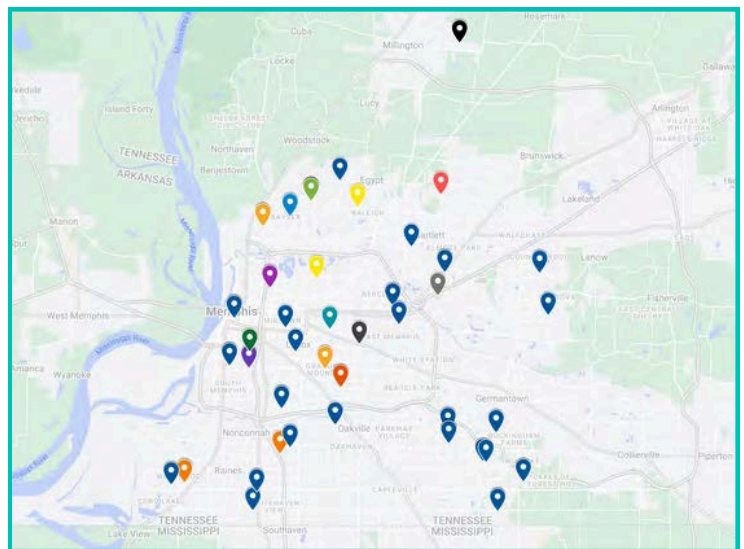
Quarter 1 Enrollment

83% of student capacity filled

1,328 of 1,600

students enrolled at the end of Q1

▲ from 80% in 22-23 Q1



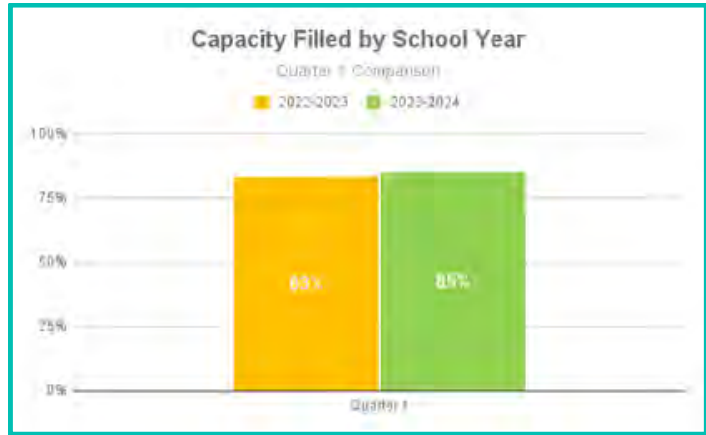
Cumulative Enrollment

85% of student capacity filled **cumulatively***

1,360 of 1,600

students cumulatively enrolled in Q1

▲ from 83% in 22-23 Q1



- **2023-2024 saw the highest Q1 enrollment in F8M history** - with enrollment increasing throughout the school year. The community is accessing the benefit of Pre-K!
- Enrollment guidelines prioritize families who fall below 200% of the FPL (\$5,000/ month for a family of 4).
- F8M instituted an eligibility increase for families who fall at or below 300% of the Federal Poverty Line (\$7,500/ month for a family of 4) after September 15, 2023
 - The eligibility increase impacted enrollment by 53 students or 3%

*Cumulative enrollment totals all students enrolled since the beginning of the school year, even if they have since withdrawn

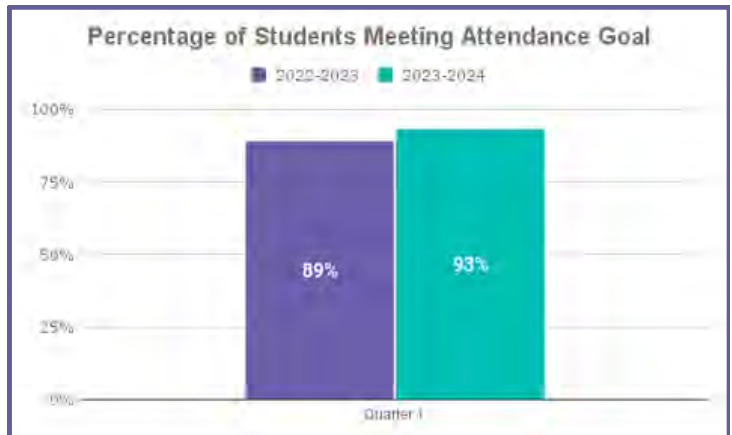
Attendance

93% of students met the attendance goal of attending 80% or more days for which they were enrolled

1,264 of 1,600

cumulatively enrolled students

▲ from 89% of students in 22-23 Q1



- **2023-2024 saw the highest Q1 attendance percentage in F8M history!**
- Pre-K is not mandatory in Tennessee and Family Engagement Personnel (FEP) support awareness of the benefits of consistent attendance on student development and transition from daycare to K-12 attendance expectations
- Across all student absences, inaccessible and unreliable transportation was the number one reason for students not meeting the attendance goal; Family Engagement Personnel support families in connecting with transportation services, provide bus vouchers, etc.





Promoting Quality

Instructional Coaching



100%

of teachers received
1:1 instructional
coaching monthly

Instructional coaches provide support tailored to individual teacher need, including:

87 beginning-of-year planning sessions

68 resources shared

24 instructional feedback discussions

21 targeted professional development sessions

- F8M partners with community-based instructional coaching providers:



- Coaches promote instruction that supports student development in:



Physical Development



Academic Skills



Adaptive Behavior



Language Development



Social and Emotional Development

- The Q1 F8M Instructional Coach Collaborative focused on relationship building, with Dr. Lequite Manning of RELAY as a guide to developing strong relationships with teachers



Two Generational Family Engagement

100% of families were connected with a Family Engagement Personnel

Engagement

Family Engagement Personnel partner with families to self-score across 7 categories on the Family Outcome Assessment three times per year.



Referral

Family Engagement Personnel connect families to community resources and organizations to support their progress across all categories of the Family Outcome Assessment.



- F8M partners with community-based wraparound service providers:



- Family Engagement Personnel promote family growth by connecting them with resources to meet their needs, goals, and desires
- The Q1 F8M Family Engagement Personnel Collaborative focused on relationship building, with Dr. Lequite Manning of RELAY as a guide to developing strong relationships with families



Assessing Quality

Pre-K Growth Assessment

F8M Pre-K students outperform **62%** of peers nationally*

The Brigance IED III assesses student performance across 5 developmental domains:



Physical Development



Academic Skills



Adaptive Behavior



Language Development



Social and Emotional Development

- All F8M Pre-K students are administered the Brigance Inventory of Early Development III Standardized at the beginning and end of the school year
- Instructional coaches and F8M staff complete quarterly classroom observations to identify instructional strategies and student actions taking place that support student performance on the Brigance assessment; individualized support and professional development is provided to teachers based on observational data

*Average student percentile score across all Brigance domains across 2021-2022 and 2022-2023 school years



F8M PRE-K PROGRAM

2023-2024 QUARTER 2 REPORT

October 16 - December 20, 2023

First 8 Memphis (F8M) leads and convenes the community in advocating for investments that nurture our youngest learners. We envision a community where every child has the resources to thrive.

Historic Pre-K Investment and Accomplishments

- First 8 Memphis was founded in 2019 through a historic partnership of the Shelby County and City of Memphis governments that resulted in the preservation of 1,000 publicly funded Pre-K seats
- Through Joint Ordinance NO 505, Section 1, F8M was established as the fiscal agent for County and City funds that now support 1,600 Pre-K seats in Shelby County
- F8M Pre-K students were supported 2019-2022 through a public/private partnership of the local governments, Maycomb Capital, and The Urban Child Institute; this innovative outcomes-based financing enabled F8M to prove the value of Pre-K and success of this publicly funded program prior to full funding coming from the City of Memphis and Shelby County governments 2022-2024
- In addition to the Pre-K program, F8M supports the early care and education system by supporting programs that service families prenatal through third grade



Early Care and Education Experiences Have a Lifelong Impact

Early childhood experiences from birth to age 8 affect the development of the brain's architecture, which provides the foundation for all future learning, behavior and health.

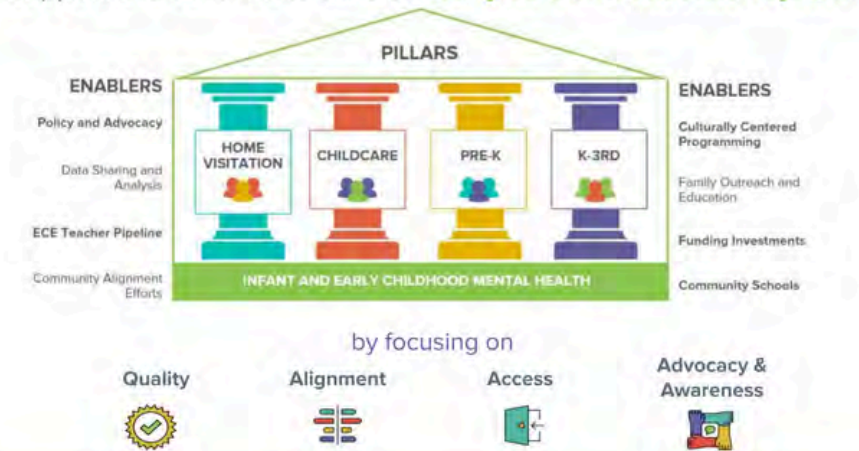
- When brain development in infants and young children is fully supported, they are more likely to reach milestones critical to future individual and community success. These include:
 - Third-grade reading proficiency
 - High school graduation and postsecondary education
 - Lifetime physical and mental health and well-being
 - Avoidance of substance use disorder and crime
 - Gainful employment

First 8 Memphis is Committed to Strengthening the Pre-K Community



First 8 Memphis Strategic Goal

Support and continue to build the **early care and education system**



Enhancing Alignment

15 Pre-K Operators



3 Community partners



The F8M Leadership Council Pre-K Work Group convenes quarterly Pre-K providers across Shelby County to collaborate on high-quality instructional approaches, advocacy needs and strategies, and increased alignment across the Pre-K community.

Finance

\$2,650,000 paid to Pre-K Operators in Q2.

- F8M funds over 160 educator salaries, wraparound services, instructional support, and other quality program components for 80 classrooms
- F8M provides funding for 4-year-old Pre-K students at \$8,700 per child
- In Q2, Wraparound Providers were paid a total of \$717,500 and Coaching Providers were paid a total of \$130,000, promoting Pre-K program quality in family partnership and instruction

Pre-K Operator Spending by Category

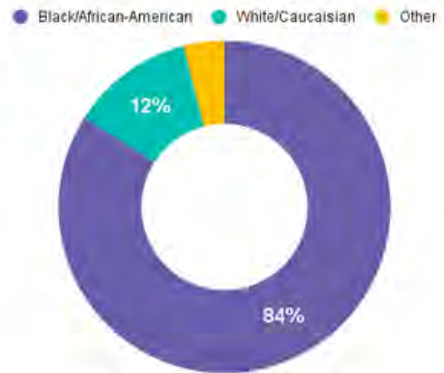


2023-2024 Student Demographic Data

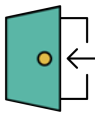
Our Pre-K students represent our community's diversity - and our future!

- 100% of F8M students meet income eligibility guidelines of household income at or below 300% of the Federal Poverty Line (FPL) - \$7,500/month for a family of 4
- 84% of students identify as Black
- 9% of students identify as Hispanic
- 50% of students reside in 5 zip codes:
 - 38125, 38116, 38127, 38115, 38134

2023-2024 F8M Pre-K Students by Racial Identity



Demographic data is reported for 1,308 total Pre-K students (98% of 23-24 Q1 enrollment)



Increasing Access

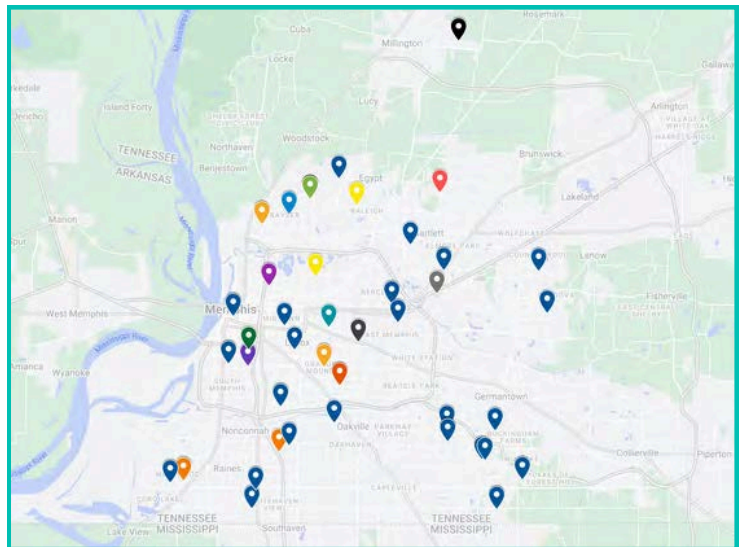
Quarter 2 Enrollment

88% of student capacity filled

1,408 of 1,600

students enrolled at the end of Q2

▲ from 83% in 23-24 Q1



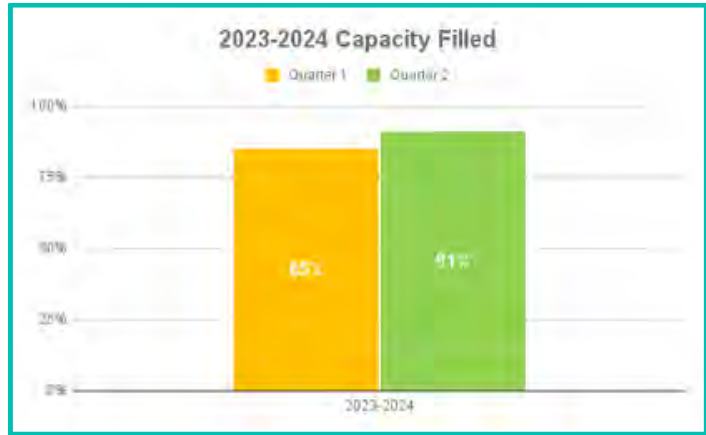
Cumulative Enrollment

91% of student capacity filled **cumulatively***

1,451 of 1,600

students cumulatively enrolled in Q1

▲ from **85%** in 23-24 Q1



- Families whose household income is at or below 300% of the FPL (\$5,000/ month for a family of 4) are eligible to enroll in a F8M Pre-K classroom
- Pre-K Operators continue to enroll eligible students throughout the year, ensuring programs are utilized at the highest capacity possible
- To support Operator enrollment in Q2, the F8M team reviewed each Operators' website, materials, and enrollment process and provided recommendations to enhance marketing and enrollment strategies for increased enrollment

*Cumulative enrollment totals all students enrolled since the beginning of the school year, even if they have since withdrawn

Attendance

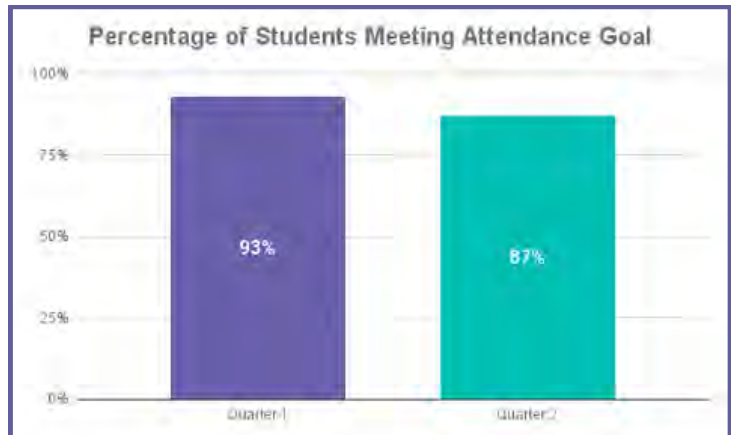
87% of students met the attendance goal of attending

80% or more days for which they were enrolled

1,261 of 1,600

cumulatively enrolled students

▼ from **93%** of students in 23-24 Q1



- Pre-K is not mandatory in Tennessee and Family Engagement Personnel (FEP) support awareness of the benefits of consistent attendance on student development and transition from daycare to K-12 attendance expectations
- Across all student absences, inaccessible and unreliable transportation was the number one reason for students not meeting the attendance goal; Family Engagement Personnel support families in connecting with transportation services, provide bus vouchers, etc.
- In Q2, the Shelby County community experienced a wave of sickness, which impacted attendance across entire classrooms and programs, including COVID-19, RSV, and other highly contagious illness





Promoting Quality

Instructional Coaching



100%

of teachers received
1:1 instructional
coaching monthly

- F8M partners with community-based instructional coaching providers:



- Coaches promote instruction that supports student development in:



Physical Development



Academic Skills



Adaptive Behavior



Language Development



Social and Emotional Development

- The Q2 F8M Instructional Coach Collaborative focused on developing coaches' capacities in collaborative strategies of instructional support, including co-planning, modeling instruction, and analyzing student data to inform instruction; the session was co-led by coach-leaders currently serving F8M teachers

Two Generational Family Engagement

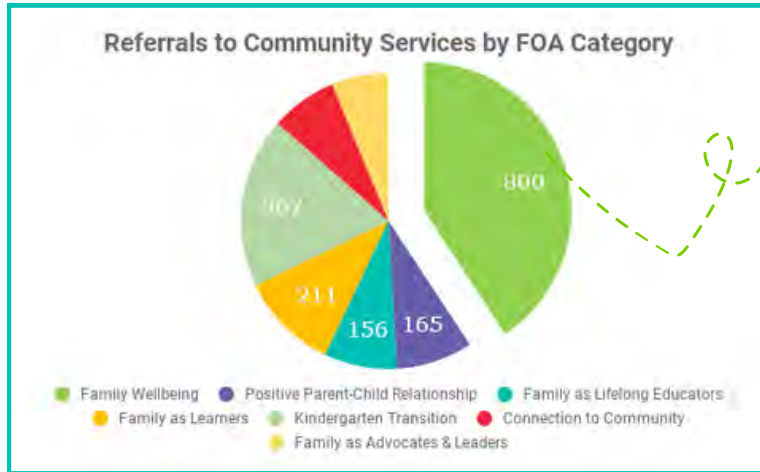
100% of families were connected with a Family Engagement Personnel

Engagement

Family Engagement Personnel partner with families to self-score across 7 categories on the Family Outcome Assessment three times per year.



83% of families completed the Family Outcome Assessment I, which took place August 7 - October 27, 2023 (1,205 of 1,451 cumulatively enrolled families).



Family Wellbeing Includes:

- Adult Education & Skills Training
- Childcare
- Domestic Violence & Safety
- English as a Second Language
- Food
- Housing
- Legal
- Substance Abuse
- Transportation
- Utilities
- Financial Planning & Income Support
- Health
- Mental Health

Referral

Family Engagement Personnel connect families to community resources and organizations to support their progress across all categories of the Family Outcome Assessment.



The top referrals in Family Outcome Assessment I were:

1. Kindergarten Transition

- Share Kindergarten readiness skills with families through [Kid Central TN](#)
- Build Kindergarten readiness skills through daily [Ready Rosie](#) learning activities



2. Health

- Family Engagement Personnel ensure that all students receive vision and hearing screenings; other screenings are completed as needed
- MSCS partners with Christ Community Health Services to support school-based healthcare clinics.
- Families are connected with local healthcare providers for health needs across the family



3. Family as Learners

- On November 8, F8M hosted a family literacy workshop which equipped families with the skills needs to teach their children early reading skills at home
- Adult caregivers interested in pursuing further education are connected with local continuing education programs; 47 families were connected with adult education programs
- Families are connected with local organizations offering learning workshops on topics like child development, financial health, and community engagement



- F8M partners with community-based wraparound service providers:



- Family Engagement Personnel promote family growth by connecting them with resources to meet their needs, goals, and desires
- The Q2 F8M Family Engagement Personnel Collaborative focused on identifying community organizations, resources, and services to support the process of referring families to resources that support their progress in meeting their needs and goals



Assessing Quality

Pre-K Growth Assessment

77% of F8M Pre-K students completed a Brigance beginning of year assessment in 2023-2024 (1,124 of 1,451 cumulatively enrolled students)

The Brigance IED III assesses student performance across 5 developmental domains:



Physical Development



Language Development



Academic Skills



Social and Emotional Development



Adaptive Behavior

- All F8M Pre-K students are administered the Brigance Inventory of Early Development III Standardized at the beginning and end of the school year; the beginning of year assessment was administered August 7 - October 6, 2024
- Instructional coaches and F8M staff complete quarterly classroom observations to identify instructional strategies and student actions taking place that support student performance on the Brigance assessment; individualized support and professional development is provided to teachers based on observational data
- F8M student performance and growth from the beginning to end of the Pre-K year will be reported in the 2023-2024 Quarter 4 report

RESOLUTION TO AMEND THE MEMPHIS CITY COUNCIL RULES OF PROCEDURE

WHEREAS, the Memphis City Council has adopted Rules of Procedure by which it maintains its operation, pursuant to Referendum Ordinance 1852, Section 1, Legislative Council; and

WHEREAS, from time to time it becomes necessary to amend said rules to ensure that Council Members are able to conduct the business of the City of Memphis efficiently and effectively, and it is proper that such amendments be officially approved by the legislative body.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Memphis that the Council Rules of Procedure are hereby repealed and replaced with Attachment A.

BE IT FURTHER RESOLVED, by the Council of the City of Memphis that the Council Rules of Procedure be republished with the passage of this resolution.

Sponsor(s):

JB Smiley, Jr.
J. Ford Canale

ATTACHMENT A

MEMPHIS CITY COUNCIL

RULES OF PROCEDURE

CITY OF MEMPHIS, TENNESSEE

INCLUDING AMENDMENTS OF:

January 10, 1984
January 17, 1984
March 20, 1984
January 2, 1985
January 21, 1986
January 6, 1987
February 17, 1987
December 8, 1987
January 26, 1988
January 10, 1989
October 6, 1998
May 15, 2001
October 21, 2003
December 2, 2003
October 3, 2006
February 6, 2007
February 20, 2007
September 18, 2007
September 9, 2008
September 23, 2008
April 5, 2011
August 2, 2011
December 20, 2011
December 16, 2014
June 7, 2016
December 20, 2016
December 5, 2017
February 19, 2019
December 1, 2020
January 5, 2021
February 15, 2022
December 19, 2023
February 20, 2024

INDEX

	PAGE
A. DUTIES OF THE CHAIRPERSON.....	1 - 2
1. To Preside	
2. To Preserve Order	
3. To Decide Questions of Order, Etc.	
4. To Appoint Committees	
5. Chairperson and Vice Chairperson	
6. To Be In Charge of Office Staff, Etc.	
B. ORDER OF BUSINESS	3 - 4
7. Call To Order	
8. Invocation	
9. Roll Call	
10. Recognition of Visitors	
11. Minutes	
12. Call of Agenda	
13. Recommendations, Communications of the Mayor	
14. Appointments	
15. Ordinances, Passage of	
16. Public Hearings	
17. Order of Resolutions on Agenda	
18. Committee Reports	
19. Recommendations of the Council:	
A. General	
B. Discussion	
20. Items by Public	
21. Adjournment	
C. PROCEEDINGS IN COUNCIL MEETINGS	5 - 8
22. Seating of Council During Session	
23. Presentation of Motions	
24. Motions NOT SUBJECT to Debate	
25. Order of Motions	
26. Requirements for Roll Calls, Etc.	
27. Appeal to Council from Ruling of the Chair	
28. Permission to Address the Chair	

29.	Changes to the Order of Business	
30.	Time Limitation for Debate	
31.	Order of Hearing Zoning Ordinance	
32.	General Public to Sign In for Discussion	
33.	Clearing of Chamber for Disturbance, Etc.	
34.	Adoption of <u>Roberts Rules of Order</u>	
D.	DECORUM IN COUNCIL MEETINGS	9 - 10
35.	Meetings of the Council	
36.	Rules of Enforcement	
E.	ORGANIZATION OF COUNCIL	11
37.	Standing Committees	
38.	Referral of Items to Committee, Public Hearings	
F.	AGENDA.....	12 - 14
39.	Preparation of Agenda Submission of Items For; Reconsideration of Items; Six Month Limit for Matters Previously Considered	
40.	ADDED Items for Agenda by Council Members	
41.	Items for Agenda by Administration	
42.	Communications Required on Agenda	
43.	Distribution of Agenda by Council Records Office	
44.	Agenda Available to Public and News Media	
45.	Consent Agenda	
G.	CODE OF ETHICS.....	15 - 16
46.	Meeting of Council Pursuant of Charter	
47.	Conduct of Members During Meetings, Etc.	
48.	General Conduct Pursuant to Home Rule	
49.	Committee on Ethics	
H.	OTHER MEETINGS OF THE COUNCIL	17
50.	Regular and Special Sessions	
51.	Executive Sessions	
52.	Called Meetings by Chairperson	
53.	Amendments of Rules	
I.	TRAVEL POLICY	18

54. City of Memphis Travel Policy
55. Amendment Regarding Cancellations, Refunds
J. VACANCIES..... 19
56. Filling a vacancy

RULES OF PROCEDURE - COUNCIL OF THE CITY OF MEMPHIS, TENNESSEE

A. DUTIES OF THE CHAIRPERSON (1 through 6)

1. The Chairperson shall preside at all meetings of the Council.
2. The Chairperson shall have general direction of the Council Chamber and shall preserve order. The Sergeant at Arms of the Council shall be under the direct supervision of the Chairperson.
3. The Chairperson, in consultation with the Parliamentarian, shall decide questions of order, subject to appeal of the council by any member, and shall put each question. The Chairperson shall have a vote on all matters.
4. The Chairperson shall appoint all committees, unless otherwise directed by the Council, and shall have other powers granted to him/her hereunder. The Chairperson may also appoint a Parliamentarian; in default of such appointment the Council's Legal Counsel shall serve as Parliamentarian. The Chairperson shall establish the order of business for any special meeting of the Council.
5. The Chairperson shall be elected by a majority vote of the duly sworn Council Members during the second meeting of November preceding the year he/she shall serve.

The Vice Chairperson shall be elected by a majority vote of the Council Members during the second meeting of the November preceding the year he/she shall serve. In the event the Chairperson of the Council becomes incapacitated, the Vice Chairperson shall serve as Chairperson of the Council and a new member shall be voted in as Vice Chairperson for the remainder of the year.

6. The Chairperson, through the Chief Administrative Officer, shall supervise and control the office staff, including scheduling workloads and staff assignments for Council members. Evaluations and staff requests shall be directed to the Chief Administrative Officer in writing. The Chairperson shall be in charge of employment, with notification by the Chief Administrative Officer to Council Members of job openings. Notification of all vacancies, including the filling of any new positions, shall be made in writing to all Council Members and Staff. The written notification must include the job description for the vacant position, the Chairperson's proposed plan for filling said vacancy, and a solicitation to Council Members for referrals of qualified candidates to fill the vacant position. Referrals shall be directed to the Chief Administrative Officer, who shall oversee the process of filling the vacancy at the direction of the Chairperson. The Chairperson, through the Chief Administrative Officer, is strongly encouraged to notify the Council in a timely manner when a position becomes vacant, preferably within one (1) business day. Members of the Council shall not request personal secretarial work of staff members for other than strictly

Council business, including but not limited to the scheduling of personal appointments or other tasks unrelated to Council business or outside the scope of the Council's authority.

The Chairperson will be in charge of and accountable for the Council budget that has been approved by the Council during the budget process.

The Chairperson will authorize and/or approve all expenditures requested by the Council Members and the staff, including, but not limited to, travel and supplies. The party seeking authorization or approval shall, at the request of the Chairperson, submit written substantiation that the expenditure requested is for City business. If the Chairperson determines that the expenditure is not for City business, the Chairperson will return the request without authorization or approval for payment to the Council Member or staff member.

If the involved Council or staff member disagrees with the Chairperson's decision, said Council Member or staff member may appeal to the Council's Personnel Committee, which will make a recommendation to the entire Council, action of the entire Council shall be conclusive.

If it is determined that an expenditure properly authorized was not for City business, the Chairperson and the Council Member who initiated the expenditure will both be equally responsible for making restitution; provided, however, if the substantiating evidence upon which the Chairperson relied was incorrect, then the Chairperson shall not be liable to make restitution.

If the involved Council or staff member disagrees with the findings, such person may appeal to the Council's Personnel Committee, which will make a recommendation to the entire Council, and action of the entire Council shall be conclusive.

B. ORDER OF BUSINESS (7 through 21)

7. The Regular meeting shall be called to order at 3:30 p.m.
8. Invocation.
9. Roll Call.
10. Recognition of Visitors, including presentations of Resolutions and Certificates (presentations limited to 10 minutes). There shall be no more than three (3) presentations on the regular agenda per meeting. Priority will be given based on the time of notification to the Chief Administrative Officer.
11. Minutes of previous meeting approved.
12. Comptroller shall call agenda.
13. Recommendations and Communications from Mayor and others received and considered.
14. Nominations and/or appointments made.
15. Passage of ordinances considered in the following manner:
(Rezoning ordinances excluded)
 - a. First Reading
 - b. Second Reading.
 - c. Third and Final Reading.
16. Public hearings required by law (including consideration of ordinances on Third and Final Reading on Zonings).
17. Resolutions presented by Divisions in the following order:
 - a. Engineering
 - b. Executive Office
 - c. Finance and Administration
 - d. Fire Services
 - e. General Services
 - f. Housing and Community Development
 - g. Human Resources
 - h. Information Technology
 - i. Law
 - j. Library Services
 - k. MLGW
 - l. Memphis Parks

- m. Planning and Development
- I. Police Services
- j. Public Services
- k. Public Works
- l. Solid Waste

- 18. Committee reports shall be given consideration and action in the order listed hereinafter (See E. Organization of Council).
- 19. Recommendations of the Council:
 - a. General Items.
 - b. Discussion Items.
- 20. Introduction of items on matters by the General Public.
- 21. Adjournment.

C. PROCEEDINGS IN COUNCIL MEETINGS (22 through 34)

22. Council Members shall have a regularly assigned seat in the Council Chamber. The Chairperson will assign the seating at the beginning of each year. Each Council Member shall address the Chairperson from his/her appropriate seat, and no Council Member shall be recognized by the Chairperson unless he/she be in his/her proper place. Talking on a Cell phone is not permitted at the Council member's assigned seat. If a call must be made or taken, members are asked to use the ante rooms located on either side of Council Chambers. The Chairperson may request a member to step away from the dais if he/she is causing a major distraction.
23. Every resolution or ordinance must be introduced by verbal motion of a Council Member and seconded by another Council Member during a regular meeting. The fact that any Council Member introduces a resolution or ordinance shall not prevent the Council Member from casting a negative vote on said resolution or ordinance. Upon failure of a second, the Chairperson shall declare the motion failed for lack of a second and the motion shall not be considered further.
24. All motions shall be subject to debate except the following motions:
 - a. To Adjourn
 - b. To Lay on the Table
 - c. For the Previous Question

provided, however, the proponent of any measure sought to be tabled shall have the right to be heard after the motion To Table is made and before said motion is put to vote. Furthermore, if any Member requests to be recognized, either electronically or by another means, and such request is registered and duly acknowledged by the Chairperson, after a motion for the previous question has been made, those persons will be allowed to speak but no new requests for recognition will be accepted.

25. When any question or motion is under debate in the Council, only the following oral motions shall be in order and may be entertained by the Chairperson.
 - a. To Adjourn.
 - b. To Lay on the Table.
 - c. To the Previous Question.
 - d. To Limit or Extend Limits of Debate
 - d. To Postpone to a Day Certain.
 - e. To Commit.
 - f. To Amend.
 - g. To Postpone Indefinitely.

Each of said motions shall take precedence in the order set out herein.

26. A roll call vote shall be taken by the Chairperson on all ordinances and on all resolutions involving appropriations, real property or funding. All ordinances shall be passed on consecutive, regular meetings; provided, however, that on Third and Final Reading, an ordinance may be postponed by affirmative action of Council from week-to-week or to a date certain. After the Chairperson has put a question, or after there has been a roll call vote of the Council, the Chairperson shall not entertain a motion until a decision of the Council has been declared by the Chairperson.

The chair may call for any other method of voting allowed by Roberts Rules of Order such as voice vote, show of hands or by unanimous consent. In each case, the Comptroller shall reveal how each member voted to the Chairperson either verbally or electronically. The result of the vote shall not be final until announced by the Chairperson. Any member whose vote was not called may request his or her vote to be recorded at any time prior to the Chairperson's announcement of the vote. Any member may change his or her vote at any time prior to the announcement of the vote as long as such change does not change the outcome of the vote.

27. Any Council Member may appeal to the Council from any ruling of the Chairperson, and a majority vote of the Council Members present shall decide the appeal.
28. No one other than a Council Member may address the Council, except with the permission of the Chairperson, or as otherwise permitted under these Rules of Procedure. The Chairperson's ruling under this Rule 28 may be appealed to Council in the same manner as any other ruling. Members of the public wishing to address the Council on an agenda item shall sign in with the Sergeant at Arms and will be recognized by the Chairperson at the appropriate time. When recognized, this person shall state his or her name and address and shall limit remarks to the specific question under debate. Comment shall be limited to two (2) minutes. Persons may speak on no more than two (2) agenda items. No citizen may yield any allotted time to any other person or speaker. There shall be no debate by Council on the Consent Agenda, unless a matter is removed from the Consent Agenda by proper vote of the Council. Members of the public may not speak to the Consent Agenda except during the portion of the Agenda reserved for Discussion of matters presented by the General Public.
29. The Council may change the order of business upon majority vote of those Council Members present or at the discretion of the Chairperson or Councilmember presiding over the meeting.
30. In the case of public hearings which debate the passage of an ordinance, the Chairperson may set time limitations in advance of the hearings; provided, however, that equal time be afforded to those who support such proposals and those who are in opposition. In the case of group opposition or group support, the Chairperson may request agreement on a single spokesman for each group.

31. In the case of final readings on Zoning Ordinances, the following procedures shall be followed:
- a. Office of Planning and Development will provide the Chairperson and the committee Chairperson of Planning and Zoning a list of cases on the agenda that are non-contested which may be heard prior to any contested cases that may require a lengthy debate and discussion. Each case shall be presented by a member of the staff of the Office of Planning and Development.
 - b. The applicant shall be granted a maximum of fifteen (15) minutes for oral presentation. This time limitation may be divided between initial presentation and rebuttal, as long as the total does not exceed the fifteen minutes allotted.
 - c. Spokesman for the opposition shall be granted equal time.
 - d. Discussion between Council Members shall not be interrupted by either the applicants or the opponents, nor by any other members of the public present in the Council Chamber. **The Chairperson shall strictly enforce these rules.**
32. Persons seeking to speak during the section reserved for Discussion of matters presented by the General Public shall sign in with the Sergeant at Arms, listing name and subject matter. At the conclusion of the regular business on the agenda, the Chairperson recognizes those persons who have registered to speak with the Sergeant at Arms, the Chairperson shall make the following statement:

As a reminder, these meetings are for the official business of the council and are held in public, not as a meeting with the public. Citizens may address the Council as a matter of legislative grace and not as a matter of right. Any person wishing to speak is expected to reflect a total sense of respect for the office held by those assembled to conduct business. Speakers shall be courteous to one another, to any member of the administrative staff, as well as persons who may address the Council. Each speaker must state their name and home address for the record. Speakers are respectfully asked to refrain from using names of city personnel or elected officials, particularly when lodging a complaint. Speakers will not be permitted to engage in gossip, make defamatory comments, or use abusive or vulgar language. The Chairperson shall have the authority to revoke the permission granted to any individual to speak if any such individual is disruptive or does not adhere to Council rules. A continued disturbance may result in removal from the Council Meeting or possible removal from the Council Meeting. Each Speaker will have no more than two minutes to speak.

After making the forgoing announcement, the Chairperson shall recognize persons who have registered to speak with the Sergeant at Arms in the proper order of signatures as handed to him by the Sergeant at Arms. Recognition of any person who failed to sign in will be

discouraged, but final decision shall rest with the Chairperson. No citizen may yield any allotted time to any other person or speaker.

33. In the case of any disturbance or disorderly conduct in the Council Chamber, the Chairperson shall have the power to order the same to be cleared.

34. If any question shall arise which is not provided for in these Rules, the same shall be governed by Roberts Rules of Order, which is hereby adopted. The Council Rules of Procedure as adopted shall supersede Robert's Rules of Order for items addressed within.

D. DECORUM IN COUNCIL MEETINGS (35 and 36)

35. Meetings of the Council shall be conducted in an orderly manner to ensure the public has a full opportunity to be heard and the deliberative process of the Council is retained at all times. The Presiding Officer shall be responsible for maintaining decorum throughout the meeting. If a Councilmember feels that the Presiding Officer has failed to address a breach of decorum, the Councilmember may by motion appeal to the Chairperson to preserve decorum.
- a. Councilmembers. The members of the City Council shall preserve order and decorum, and a member shall not by conversation or other means delay or interrupt the Council proceedings or disturb any other member while speaking and obey the orders of the Presiding Officer. Councilmembers addressing the public, Administrative Staff, Council Staff or other Councilmembers shall do so in an orderly manner and shall not make personal, impertinent, slanderous or profane remarks to any member of the Council, staff or general public. Any Councilmember who makes such remarks, or who utters loud, threatening, personal or abusive language, or engages in any other disorderly conduct which disrupts, disturbs or otherwise impedes the orderly conduct of any Council meeting shall, at the discretion of the presiding officer, be asked to refrain from such behavior. If the behavior persists, the Chairperson with the approval or majority vote of the body shall determine how to proceed with the meeting.
 - b. Employees. Employees of the City or City shall observe the same rules of order and decorum as those which apply to the members of Council.
 - c. Persons Addressing the Council. Any person who addresses the Council shall do so in an orderly manner and shall not make personal, impertinent, slanderous or profane remarks to any member of the Council, staff or general public. Any person who makes such remarks, or who utters loud, threatening, personal or abusive language, or engages in any other disorderly conduct which disrupts, disturbs or otherwise impedes the orderly conduct of any Council meeting shall, at the discretion of the presiding officer, be barred from further audience before the Council during that meeting.
 - d. Members of the Audience. No person in the audience at a Council meeting shall engage in disorderly or boisterous conduct, including the utterance of loud, threatening or abusive language, whistling, stamping of feet or other acts, such as hand-clapping, which disturb, disrupt or otherwise impede the orderly conduct of any Council meeting. Any person who conducts himself in the aforementioned manner shall, at the discretion of the presiding officer, be barred from further audience before the Council during that meeting.
 - e. If members of the public who are in attendance would like to express support, agreement, disagreement, or opposition to a comment or item on the agenda, he or she shall only express such with either a thumbs up or a thumbs down. Applause is prohibited.

- f. Members of the public may bring signs or posters to the meeting as long as such sign or poster does not convey any discriminatory, threatening, foul, or offensive language. Any sign or poster must be no larger than 11x17 inches and be made of paper material to be allowed inside the Council Chamber.

36. Rules of Enforcement

- a. **Warning.** The presiding officer shall request that a person who is breaching the rules of decorum be orderly and silent through a verbal warning.
- b. **Order to Leave.** If, after receiving a warning from the presiding officer, a person persists in disturbing the meeting, the presiding officer shall order him or her to leave the Council meeting to prevent any further disruption of the meeting.
- c. **Removal.** If such person does not remove himself or herself, the presiding officer may order any law enforcement officer who is on duty at the meeting as Sergeant-at-Arms of the Council to remove that person from the Council chambers to prevent further disruption of the meeting.

E. ORGANIZATION OF COUNCIL (37 and 38)

37. There shall be the following standing committees, the chairperson of which shall be appointed annually by the Council Chairperson:
- a. Budget and Audit
 - c. Economic Development, Tourism and Technology
 - d. Housing and Community Development
 - e. Libraries and Neighborhood Improvement
 - f. MLGW
 - g. Parks and Environment
 - h. Personnel, Government Affairs and Annexations
 - i. Planning and Zoning
 - j. Public Safety and Homeland Security
 - k. Public Services, Arts and Youth Initiatives
 - l. Public Works, Solid Waste, and General Services
 - m. Transportation

The Council may, by resolution, add, reorganize, or consolidate standing committees.

38. a. Any proposal or ordinance, other than routine personal resolutions, must be referred by the originator to an appropriate committee for consideration and recommendation. If the originator has an item and he is not sure to which committee it should be referred, he will give it to the Chairperson of the Council for assignment. This committee may, if it desires, hold public hearings thereon. In such public hearings, all speakers shall be limited to five minutes, except by special permission of the committee Chairperson. Equal time shall be afforded to the proponents and opponents of any ordinance or resolution under consideration.
- b. Any proposal or resolution presented in committee must contain the name of the originator and co-sponsor (if applicable) in the lower portion of the document immediately following the body of the legislation. Any ordinance presented must contain the name of the originator, co-sponsor (if applicable) and Council Chairperson.
- c. On occasion should an emergency arise or a quantifiable benefit to the City of Memphis or another party will be lost as a result of the delay of action by the Memphis City Council, meeting minutes for an agenda item may be approved at the same meeting. In order to approve an agenda item and minutes for that item the same evening, a Councilmember shall request during the Committee in which the item was heard or in Executive Session by motion and approval of two-thirds (2/3) of Councilmembers present and voting in Executive Session on that day that those minutes be approved the same evening.

F. AGENDA (39 through 45)

39. The agenda of the Council shall be prepared under the direction of the Council Records in consultation with the Council's Chief Administrative Officer, with administrative items to be submitted no later than 10:00 a.m. on Thursday, preceding the Council meeting, to the Council Office.
- a. Resolutions or Ordinances placed on the agenda shall indicate the sponsor of the item as well as the Chairperson of the committee.

Example:

Flinn
Chairperson, Personnel
Committee

7. Ordinance to amend Chapter 25 of the City of Memphis Code of Ordinances, governing the City Pension System to provide a 2016 Cash Balance Plan and a 2016 Defined Contribution Plan (Non-vested employees) Ordinance No. 5572 Sponsored by Administration

- b. Any matter which has appeared on the agenda and has been acted upon by either a majority vote for approval or rejection, may be brought before the Council for reconsideration upon a timely motion of a Council Member and seconding motion by another Council Member during the appropriate Council meeting.

The only requirements for this action are:

- (1) The Member making the Motion to Reconsider must have voted on the prevailing side of the initial vote. A Member, regardless of how he voted on the Motion to be Reconsidered, may Second the Motion.
- (2) Such Motion to Reconsider must be made prior to approval of the minutes in which the first vote was cast.
- (3) The Motion to Reconsider is not amendable.
- (4) No question can be reconsidered twice unless it was materially amended during its first reconsideration.

Once a matter, either ordinance, resolution, or special permit, has been finally approved or rejected at one meeting, any such item may not be placed on the agenda by either a Member of the Council or the Administration for further consideration until SIX MONTHS (minimum of twelve (12) official weekly meetings) following original consideration of the matter.

- c. All items that have been referred to committee and have been acted upon by that committee shall appear on the agenda with the appropriate committee Chairperson's name alongside. All items not referred to committee shall appear with the Council Member's name who is the sponsor of that item.

Before any item is put on the Council Agenda, with the exception of subdivision approval and acceptance, Fiscal Consent Agenda items, personal resolutions, i.e., acknowledgment, condolence, commendation, the originator of such item must present it promptly to the appropriate committee.

- d. Each Council Member may sponsor only four (4) honorary street name changes per council member per four-year term. Each honorary street name change shall be considered by a Council Committee and placed on a Council agenda. Additionally, not more than two (2) name changes per member are permitted in a calendar year and no name changes will be carried over from term to term.

If an honorary street name change is cosponsored, the honorary street name change will only be counted against the original, primary sponsor of the resolution.

Upon approval of the resolution to designate an honorary street name change, the staff member assigned to the sponsoring Council Member shall complete the required request form for Engineering to affix the honorary street signs to the designated location; in addition, the primary sponsor of the resolution shall sign off on the location, installation date, and name listed on the resolution and, subsequently the signage, prior to submission of the form to the Department of Engineering.

- 40. All proposed ordinances, resolutions, and other matters submitted by Council Members shall be submitted in writing to the Council Office by close of business (COB) TUESDAY next preceding the next regular Council meeting, except that a Council Member may give notice of an ordinance or resolution and the same shall be considered on TUESDAY during committee meetings if, in fact, the Council Member presents it in writing by the Tuesday meeting. Only items involving extreme emergencies may be added to the agenda after the Tuesday, COB deadline; provided, also, that two or more Members of the Council may voice their objections thereto and said items shall be added to the next committee agenda.
- 41. All proposals, recommendations and communications submitted by the Mayor or his designated officer shall be in the Council Office by 10:00 a.m., TUESDAY next preceding the next regular Council meeting . All recommendations and proposals not involving resolutions or ordinances shall also be placed on the agenda.

The Council Chairperson shall announce any changes to the published agenda during the Council Executive Session held each Tuesday. If additional time is needed to gather information or study an agenda item, it may be deferred or dropped from the agenda by a majority of the Council present.

- 42. All other communications required by law to be presented to the Council shall be placed on the agenda.
- 43. The Council Records staff shall distribute to all Council Members and the administration a copy of the agenda before 5:00 p.m., THURSDAY preceding each Council Meeting. A copy of any resolutions or ordinances on the agenda for consideration shall be sent to the Council Office and distributed to each member of the appropriate committee, along with the agenda. Any Council Member may request the Council Office to allow him to pick up a copy of the

agenda, resolutions, and ordinances in lieu of distributing the same to him/her via email or other means.

44. The Council staff shall make such agenda available to the public and to the press each Friday.
45. a. Resolutions and ordinances on first and second reading, which appear to be noncontroversial, may be placed on a Consent Agenda. All items on the Consent Agenda may be read cumulatively and adopted by one vote, provided, however, an objection by any one Member of the Council or a timely motion to remove the item will cause an item to be removed from the Consent Agenda and handled in the normal manner. The Consent agenda is to be made and distributed at the same time as the regular weekly agenda.
- b. Resolutions on first and second reading, prepared for fiscal matters and routine appropriation of funds on items previously budgeted or allocated for specific projects, may be placed under a caption Fiscal Consent Agenda, be read cumulatively and adopted by one roll call vote, provided, however, any objection by any one Member of the Council will cause an item to be removed from the Fiscal Consent Agenda and handled in the normal manner. Items where no objection is voiced, may be added at Executive Sessions and be considered with other Fiscal Consent items. The Fiscal Consent Agenda is to be made a part of and distributed at the same time as the regular weekly agenda.

There shall be a permanent Fiscal Consent Agenda for the acceptance of grant funds and donations across all city divisions. Items shall appear in the Executive Session and on the Fiscal Agenda simultaneously. Items appearing on the Fiscal Consent Agenda will be approved with same night minutes. Any item requiring a city match will be added on the Fiscal Consent Agenda only after it has received approval in the appropriate committee and a motion has been made to add the item. Council members shall be able to pull items from the Fiscal Consent Agenda upon timely motion or with an objection.

G. CODE OF ETHICS (46 through 49)

46. Meetings of the Council: Members of the Council are expected to be prompt in their attendance of official meetings, including those held in joint session with the Shelby County Commission. Such meetings shall be conducted in an orderly manner and according to the Rules of Procedure as adopted by this Council pursuant to Article 7, Section 44, of the Charter of the City of Memphis, as quoted below:

It shall require a majority of the duly sworn Members of the Council to form a quorum for the transaction of business, but a smaller number may adjourn from day to day, and can adopt such measures as are necessary to compel the attendance of absent Members. The Council may determine the rules for its procedure and may prescribe the punishment for its Members for non-attendance or disorderly conduct, and shall have the power to enforce same.

47. Conduct of individual Members during meetings of the Council is expected to reflect a total sense of respect for the office held by those assembled to conduct business. Members shall be courteous to one another, to any member of the administrative staff, as well as persons who may address the Council. The length of time to speak for each Council member is limited to not more than five (5) minutes, per motion, to be used in sum or in part when first recognized to speak on a matter or the remaining time may be used when recognition is sought the second time. A Member may not speak until recognized by the Chairperson and **shall not be recognized the second time on the same subject** until all members who wish to speak have had an opportunity to do so. Any disorderly conduct shall be noted by the Chairperson.
48. General Conduct: Members of the Council are advised of the following provision of the Home Rule Amendment:

Neither the Council nor any Member thereof shall give orders directly to the Mayor's subordinates or otherwise interfere with the operation of the administrative departments through such means as directing or requesting the appointment or removal of any of the Mayor's subordinates, or by suggesting or promoting the making of particular purchases from, or contract with, any specific organization, or by applying for special services not available to all citizens. The office of any Council Member violating any provision of this section shall immediately become vacant upon his conviction of such type of misconduct in a court of competent jurisdiction.

The Council shall have full power and authority to adopt the rules and regulations pertaining to the conduct of the Council, including the power to issue subpoenas and administer oaths, as now provided for the Board of Commissioners.

49. In order to implement these procedures, the Chairperson shall appoint a special three-member committee designated as a COMMITTEE OF ETHICS. Its function shall be to receive, consider and investigate any written charges presented by a Council Member preferred against any Member of the Council wherein said Member of the Council is alleged to have been guilty of misfeasance, malfeasance, or any felony or misdemeanor involving moral turpitude. This shall include written complaints that may be filed concerning ethical conduct of any Member of

the Council, such as conduct alleged to be in violation of the Oath of Office as sworn to by each Member of the Council, including the specific Charter references cited above. The Committee shall report to the full Council as to its findings and recommendations in any such case filed.

Censure of any Member of the Council would require nine (9) votes. Recommendations of this Committee may include referral to the Shelby County Attorney General and/or U.S. Attorney General, and findings deemed appropriate for further investigation by proper offices.

H. OTHER MEETINGS OF THE COUNCIL (50 through 53)

50. The Council meets in official session at 3:30 p.m. the first and third Tuesday of each month unless otherwise notified, in the Council Chamber unless otherwise changed by ordinance of the Council, with an Executive Session beginning at least 30 minutes prior to the official session.
51. Special called meetings must follow official procedures as specified in the Charter and as directed by the Chairperson.
52. The Chairperson of the Council may call a meeting of the Council, upon reasonable notice, for discussion purposes or consideration of any item the Chairperson deems pertinent, but such meeting shall not be considered official, nor can any official or binding action be taken by the Council at any such meeting. As many as seven (7) Members of the Council may petition the Chairperson to call such a meeting of the Council, provided, however, that the same restrictions as the official action shall apply.
53. No rule(s) of the Council's Rules of Procedure may be changed without receiving an affirmative constitutional majority. A constitutional majority is defined to be a majority of the number of Members to which the Council is entitled; currently seven (7).

Notice of a proposed rule change must be communicated in writing, to each Council Member at least seven days prior to consideration by the Council. Said notice shall state the general nature of the proposed rule and the date on which the sponsor intends to present the proposal to the Council.

These Rules may be amended at any time by a constitutional majority vote of the Council.

I. TRAVEL POLICY (54 and 55)

54. The City Council hereby adopts the official City of Memphis Travel Policy as a guideline for definition of allowable travel expense and limitation, and for the Chairperson's use in considering approval or disapproval of the type and amount of travel expenditure requests for which individual Members seek advance payment of post-travel reimbursement. Said Travel Policy as it relates to Council Members may be amended by majority vote of Council.

All Members of the City Council shall request out-of-city travel and/or reimbursement from the Chairperson of the Council, who will approve or disapprove said request after expeditious review, and said review and determination shall be based on whether or not said travel is judged to be in the best interest of the City of Memphis. Any travel approved by the Chairperson of the City Council, for either himself or another council member, is only valid during the calendar year of the Chairperson's tenure. All persons seeking approval for travel must receive authorization in writing from the Chairperson of the Council prior to the initiation of travel plans by the City Council staff. In the event the Council Chairperson disapproves a Member's travel request, said Member may appeal the Chairperson's decision to the Council's Personnel Committee which may, by majority vote of the Committee's membership, recommend to the full Council to uphold the Chairperson's decision or approve the travel requested.

Upon approval by the Chairperson, for either himself or herself or another council member, the Chief Administrative Officer or his or her designee shall provide the council member with a physical and digital copy of all travel arrangements and approvals at least seven (7) days prior to departure.

55. Council Members shall be responsible for prompt notification of their inability to attend a conference or a meeting which requires pre-registration. In the event a registration fee has been made which is not refundable, Council Members shall be required to reimburse the City for that portion of the fee which is non-refundable.

The Council Chairperson shall have the ability to waive this requirement upon justification of the circumstances which require cancellation. In the event the Council Chairperson disapproves a Member's waiver request, said Member may appeal the Chairperson's decision to the Council's Personnel, Intergovernmental and Annexation Committee's membership and recommend to the full Council, either to uphold the Chairperson's decision or to waive the reimbursement.

J. VACANCIES (56)

56. Upon notification of a vacancy on the Council, the Chairperson shall request written nominations from Council members of a qualified individual(s) they would like considered for the position. Additionally, the public may nominate candidates and interested candidates shall personally submit a resume and letter indicating their interest in the vacant seat. The name, address and birthdate of all candidates should be included in the nominating letter. Interested candidates will also be asked to provide proof of residency as described by the City of Memphis Human Resources Division. Required documents for Proof of Residency shall be at least one (1) of the following: valid Tennessee driver's license or state identification; Tennessee vehicle registration; current Memphis Light Gas & Water bill (within previous 30 days), and at least two (2) of the following: mortgage papers or lease agreement in candidate's or spouse's name; address section of federal tax return or tax bill for residence; recent bank or credit union statement in candidate's or spouse's name (within previous 30 days); voter registration card. The candidate's eligibility and residency will be certified by the Shelby County Election Commission.

Signatures of twenty-five (25) registered voters residing in the Council district in which the vacancy exists shall be obtained. Said signatures and proof of residency shall be submitted to the Shelby County Election Commission on a form which includes a sworn, affirmative statement regarding the residency of the candidate by noon on the Thursday preceding the Tuesday meeting when the Council shall fill the vacancy.

During the Regular Meeting of the Council or Executive Session, all nominees will be given an opportunity to deliver a speech, may be questioned by the Council, and will be voted on at the same time. A roll call vote shall be taken with each Council member indicating the name of their choice to fill the vacant seat. Voting will begin with the Council person whose name appears first on the voting board. With each successive round of voting, the person who voted first in the previous round will vote last.

The Deputy Comptroller will tabulate the votes and inform the Chairperson of the vote count for each nominee at the conclusion of each round of voting. The procedures in the initial round will be repeated as many times as necessary until a nominee receives a majority vote of the duly sworn Council Members. Beginning at the second round of voting, a nominee receiving less than two (2) votes will be dropped from the list of nominees. After three (3) rounds of voting, the Chairperson may accept a motion to consider the top two (2) vote-getters.

The Chairperson will have the discretion to establish time limits for voting when an impasse seems likely and to table voting to the next meeting so as to not disrupt and delay normal Council business.