

CITY OF GERMANTOWN

TENNESSEE

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Board of Mayor and Aldermen Meeting

Monday, December 12, 2016 – 6:00 p.m.
Council Chambers – Municipal Building

1. Call To Order
2. Invocation
3. Pledge of Allegiance
4. Approval of Agenda
5. Approval of Minutes
6. Special Recognition
 - a. Germantown Education Commission Teacher of the Month – December 2016
 - b. Farmington Elementary School Cross Country Team
 - c. Houston Middle School Cross Country Team
7. Alderman Liaison Reports
8. Citizens to be Heard
9. **CONSENT** - ATM Lease Renewal
10. Professional Services Agreement - Wolf River Lateral F (East Bank) Repair and Stabilization Improvements
11. Change Order No.1 – Germantown Athletic Club Renovation Project Phase II
12. Resolution No. 16R33 – Amendment to the Industrial Development Board Charter

The City of Germantown complies with the American with Disabilities Act. Should you need accommodations for this meeting, please call 757-7200 at least 48 hours in advance of the meeting.



CITY OF GERMANTOWN

REPORT TO: THE BOARD OF MAYOR AND ALDERMEN

DATE: December 12, 2016

FROM: Patrick J. Lawton, City Administrator *PJL*

SUBJECT: SET AGENDA

INTRODUCTION:

The Agenda must be set before the meeting. The Board must agree on the contents of the agenda and make changes to the agenda before the meeting begins.

PROPOSED MOTION(S), RESOLUTION(S), OTHER ACTION:

To approve the agenda (as amended).

BOARD ACTION: MOTION BY: SECONDED BY:

VOTE/TOTAL	BARZIZZA	GIBSON	KLEVAN	OWENS	JANDA	PALAZZOLO
YES	Yes	Yes	Yes	Yes	Yes	Yes
NO	No	No	No	No	No	No
ABSTAIN	Abstain	Abstain	Abstain	Abstain	Abstain	Abstain

BOARD OF MAYOR AND ALDERMEN

November 28, 2016

The regular meeting of the Board of Mayor and Aldermen was held on Monday, November 28, 2016, at 6:00 p.m. in the Council Chambers of the Municipal Center.

Mayor Mike Palazzolo was present and presiding.

The following aldermen were present: John Barzizza, Mary Anne Gibson, Dave Klevan, Forrest Owens and Rocky Janda. Staff present: Pam Beasley, Michele Betty, Tim Bierdz, Paul Chandler, Reynold Douglas, Butch Eder, Tim Gwaltney, Richard Hall, David Harris, Patrick Lawton, Bo Mills, Daniel Page, Lisa Piefer, Cameron Ross, John Selberg, Paul Turner and Steve Wilensky.

Call to Order

The Mayor called the meeting to order.

Invocation

Bo Mills gave the invocation.

Pledge of Allegiance

Alderman Barzizza led the Pledge of Allegiance.

Approval of Agenda

There were no changes to the agenda.

Motion by Mr. Janda, seconded by Ms. Gibson, to approve the agenda as written.

ROLL CALL: Barzizza-yes, Gibson-yes, Klevan-yes, Owens-yes, Janda-yes. Motion approved.

Approval of Minutes

There were no corrections to the minutes.

Motion by Mr. Janda, seconded by Mr. Barzizza, to approve the minutes of the Board of Mayor and Aldermen meeting held November 14, 2016.

ROLL CALL: Barzizza-yes, Gibson-yes, Klevan-yes, Owens-yes, Janda-yes. Motion approved.

Special Recognition

Beautification Commission Business Award

West Rock Condominiums located at the intersection of Farmington and Kimbrough and owned and managed by the Poplar Creek Management Company was selected by the Beautification Commission to receive the November Beautification Award by a unanimous vote.

Big Read Art Contest

As a part of Germantown's Big Read 2016, Germantown Community Library partnered with the Germantown Education Commission to conduct an art contest based on "The Adventures of Tom Sawyer." The contest was open to all students and was promoted through local schools, homeschool groups and at the Library. Entries were received from 16 students from 4 schools. Germantown Big Read art contest winners are as follows:

Second Grade – Janari Prakash, Germantown Elementary School

Third Grade – Sarah Beth Beckham, Dogwood Elementary School

Fourth Grade – Hannah Han, Farmington Elementary School

Fifth Grade – Ashley Legenzoff, Farmington Elementary School

Sixth Grade – Tristan Johnson, Germantown Middle School
Seventh Grade – Charley Robinson, Germantown Middle School
Eighth Grade – Izoduwa Ighodaro, Germantown Middle School

2016 Commissions Appreciation Dinner Gift Basket Auction Proceeds Benefitting Shelby County Books from Birth

Annually, the Board of Mayor and Aldermen thank the many board and commission volunteers by hosting a Commissions Appreciation Dinner. Commissions, City employees and local businesses donate items and/or gift baskets for a silent auction which takes place during the evening. The beneficiary of this year's auction proceeds is Shelby County Books from Birth, whose mission is to promote kindergarten readiness and strengthen family bonds by providing age-appropriate books for all children from birth to age five. Germantown leads the state in Books from Birth enrollment with 90% of children under the age of five years enrolled. As of June 2016, 1,738 young children in Germantown were enrolled in the Imagination Library program and received a new, high-quality, age-appropriate book in the mail.

The City of Germantown is thrilled to present a check for \$1,806.04 to help further the mission of Shelby County Books from Birth. This donation is in addition to the budgeted grant of \$12,135.00 paid earlier this fiscal year.

Motion by Ms. Gibson, seconded by Mr. Barzizza, to recognize the donations from the gift basket auction in the amount of \$1,806.04, approve Budget Adjustment No. 17-37, and authorize the expenditure of \$1,806.04 to Books from Birth.

ROLL CALL: Barzizza-yes, Gibson-yes, Klevan-yes, Owens-yes, Janda-yes. Motion approved.

Alderman Liaison Reports

The Aldermen reported on their commissions' activities.

Citizens to be Heard

Andy Pouncey, City Historian, 8401 Briar Creek Drive, 38139, came forward to make the Board aware of upcoming exhibitions and events pertaining to the history of Germantown, most notably for the City's 175th anniversary.

CONSENT

Sports Provider Agreement Extensions

The purpose of this agenda item is to approve the extension of the provider agreements for one additional year with the Germantown Legends to be the Youth Soccer Provider; with the Houston Lacrosse Club to be the Youth Lacrosse Provider; with the Germantown Baseball League to be the Youth Baseball Provider; and with the Germantown Rugby Club to be the Youth Rugby Provider for the City of Germantown.

MOTION: To approve the extensions of the provider agreements for one additional year with the Germantown Legends to be the Youth Soccer Provider; with the Houston Lacrosse Club to be the Youth Lacrosse Provider; with the Germantown Baseball League to be the Youth Baseball Provider; and with the Germantown Rugby Club to be the Youth Rugby Provider for the City of Germantown.

Recognition of Donation – Farm Park

This will be the fifth year of funding from Germantown Methodist LeBonheur Healthcare System for the Farm Park. Staff and members of the Farm Park Advisory Group have continued an ongoing relationship with key hospital executives in an effort to explore all possibilities for collaboration. Education and outreach are identified as a priority among the entire group.

MOTION: To recognize a \$15,000.00 donation made to the City of Germantown for the Bobby Lanier Farm Park from Germantown Methodist LeBonheur Healthcare System to support community events, educational programs and training totaling \$15,000.00.

Tennessee Agricultural Enhancement Grant Contract

This agenda item is to recognize a grant for \$1,000.00 from the Tennessee Department of Agriculture and to authorize the Mayor to enter into an agreement with this state agency to increase promotion and public information activities for the farmers' market at the Farm Park. The Thursday evening farmers' market has been operating for four seasons. Vendors and farmers selling a variety of fresh produce, artisan baked goods, honey and other locally produced products are faithful in coming to Germantown during the summer months to make these products available to our citizens. Farm Park staff and volunteers secure musicians and local food trucks to add to the market experience for visitors of all ages. Children's activities also take place at the weekly event.

The public attendance at the farmers' market over the past four years has varied depending on weather and other factors. The construction of the new "Hay Barn" Multi-Purpose Activity Center now provides an alternative to the outdoor venue in case of rain. Access from Poplar Pike and additional marketing could increase the market traffic. Access will be considered during the upcoming park master planning process. Staff has already started securing vendors and planning the schedule for the upcoming 2017 summer season.

MOTION: To recognize a grant for \$1,000.00 from the Tennessee Department of Agriculture and to authorize the Mayor to enter into an agreement with this state agency to increase promotion and public information activities for the farmers' market at the Farm Park.

Tennessee Highway Safety Grant Contract

The Tennessee Governors Highway Safety Office Grant is to be used for overtime reimbursement to the City of Germantown after law enforcement activities are conducted to prevent and detect DUI violations. These activities include but are not limited to DUI saturations during peak drinking and driving periods. This contract will run from October 2016 to September 2017 or until all funds are exhausted.

MOTION: To authorize the Mayor to execute a Grant Contract from the Tennessee Department of Transportation in the amount of \$5,000.00 for law enforcement activities.

Sponsorships for Neighborhood Summit

The Neighborhood Preservation Commission has organized the Neighborhood Summit for ten plus years. The purpose of the Neighborhood Summit is to educate neighborhood association leaders and members on issues facing neighborhoods. Sponsorships were received from Leadership Germantown Alumni Association (\$300.00), English Meadows Homeowners Association (\$100.00), Poplar Estates Homeowners Association (\$100.00) and Katie's Compassion Ministries (\$100.00) for a total of \$600.00. These organizations helped the City by supporting this conference that develops current and future leaders in Germantown's neighborhoods. The funds were used to offset some of the expenses related to the event including the annual neighborhood awards and the welcome reception.

MOTION: To recognize and accept \$600.00 in sponsorships from various organizations in support of the Neighborhood Summit and approve Budget Adjustment Number 17-32.

Well Repair - Well 8 Johnson Road

Public Works awarded a contract for the lowest qualified bid to National Water Services (NWS), LLC for the annual utility well and pump inspection and analysis. The reports revealed areas of concern due to lack of water production at Johnson Road well #8. The unit was pulled and transported to a specialty shop to break down and determine the mechanical problems. NWS discovered that several internal parts and machine work are required prior to the reinstallation at the well site. Due to the reduction of pumping capabilities and well production, staff is requesting the award of a maintenance contract to National Water Services, LLC to make the necessary repairs identified in the scope of this contract and then to reinstall the well per the original agreement. This contract includes all materials, machine shop labor, crews and equipment expense. The maintenance and parts will be under warranty for one year and should restore the pumping capacities to maximum levels.

MOTION: To contract with National Water Services, LLC for repairs to well #8 at the Johnson Road well field in the amount of \$43,705.00.

Greenway and Dogwood Park Trail Repair

The FY17 IRP Budget will provide the funding for overlaying 2,900 linear feet of existing greenway and walking trails with surface asphalt. The 1,500' section of greenway is located at the head of Cordova Cove extending west to the TVA lines south of Wolf River Circle. The 1,400' walking trail at Dogwood Park is located south of Dogwood Elementary School off Ashmere Drive. The existing trails have deteriorated due to age, foot traffic and tree root damage. Prior to paving, special attention will be dedicated to foundation repairs and drainage to create a level, well-drained recreational venue. Each path is eight feet wide and one and a half inches thick. A two foot compacted shoulder of crushed limestone will be constructed on both sides of the trail.

MOTION: To contract with Cantrell Construction Company, Inc. for overlaying 2,900 linear feet of asphalt trail in the amount of \$45,559.00 and approve Budget Adjustment # 17-32.

PEG Disbursement to GMSD

The City of Germantown receives PEG funding from Comcast and AT&T based upon the number of subscribers on a quarterly basis. The funds are redirected to the PEG designated station by the City to the Germantown Municipal Television Station (GMTV). The funds from the first quarter of fiscal year 2017 are from July 1, 2016 through September 30, 2016 and will be paid to the Germantown Municipal School District and will be used for capital equipment purchased by GMTV. The documentation is to be maintained by the Germantown Municipal School District for all capital purchases for the PEG station. These funds will ensure that quality equipment will be purchased and used by the students.

MOTION: To authorize the transfer of funds from the PEG collected by the City to Germantown Municipal School District in the amount of \$45,985.76.

Germantown Education Foundation – Fill the Fountain

The purpose of this agenda item is to authorize the remittance of money collected from citizens and others in the amount of \$4,313.00 to the Germantown Education Foundation. The Board of Mayor and Aldermen at a retreat in 2014 established as one of their objectives to offer citizens the opportunity to donate funds to the Germantown Education Foundation through their monthly water bill. The program established has been named "Fill the Fountain of Knowledge." Currently, there are 198 recurring donors and 103 one-time donors to the program. This is the sixth presentation and request to the Board of Mayor and Aldermen to remit funds collected on behalf of the Germantown Education Foundation through the Fill the Fountain Campaign. This program has no budgetary impact on the City as the money is collected from citizens through their monthly utility bill. Records are being maintained of the individuals who have authorized the City to add the amounts to their utility bill.

MOTION: To approve the transfer of funds collected by the City from residents and others to the Germantown Education Foundation in the amount of \$4,313.00.

Purchase - Fire Department Tablet Computer Upgrades

Tablet computers allow the Fire Department to use computer technology in daily field operations. The use of this equipment enhances the ability of the department to respond to calls for service. These tablet computers are replacement units of outdated iPads currently in use in various areas of the Fire Department. New tablet computers will be for all apparatus, training and staff. Fire Department iPads in use today have reached end of life. Software updates will no longer be available for the equipment due to their age and will become security risks. New iPads have increased storage, processing capabilities and the latest operating system. The Fire Department has a patient care report, pre-plan and inspection report, and an apparatus check off program that will be available for tablet use. All of the programs will allow the reduction of paper usage, streamline and integrate information through one device.

MOTION: To approve the purchase of 19 tablet computers in the amount of \$10,101.00 from Apple Store on state-wide contract number SWC34905 and declare the old mobile data terminals as surplus.

Declaration of Surplus City Property

The purpose of this agenda item is to declare a 1989 Tele-Squrt Fire Engine, Asset # 3569, as surplus property, thus allowing for disposal of the apparatus. The original fire engine was purchased in 1989 from Pierce Manufacturing for \$221,003.00. This aerial served as a front line apparatus until it was replaced by a 75' Quint, F-141. It has been a reserve aerial device since that time. With the purchase of the new platform this fiscal year, F-141 will become the primary reserve aerial and F-136 will no longer be needed.

MOTION: To declare the 1989 Pierce Tele-Squrt Fire Engine as surplus property, thus allowing for disposal of the apparatus.

Employee Gift Card

The City reviews budgets each year to see if monies are available to provide gift cards for employees during the holidays. Procurement staff secured pricing for gift cards for full-time employees to purchase food for the holidays. In securing the gift cards, it was determined that Kroger would be selected because Kroger is the only local traditional grocery store in the metropolitan area and Kroger is common to all of the City's full-time employees who live in various locations throughout the mid-south. The City received a discount of four (4) percent which equates to \$800 or \$2.00 per gift card.

MOTION: To approve the purchase of four hundred (400) \$50 gift cards from Kroger in the amount of \$19,200.00.

Acceptance of TDOT Contract - Poplar Culverts Replacement Phase IV

The purpose of this agenda item is to consider acceptance of Agreement No. 160232 with the TN Department of Transportation (TDOT) Local Programs Development Office in the amount of \$600,000.00 for design and construction of Phase IV of the Poplar Culverts Replacement Project. There are forty-eight (48) storm drain culverts of various sizes and shapes crossing under Poplar Avenue within the City limits. A significant portion of the culverts have reached the end of their design life and are showing signs of failure.

Phase I was completed in May of 2010 and results revealed that twenty (20) culverts were in need of immediate replacement. Phase II of the project consisted of design services, construction and CEI related to the six (6) most critical culvert locations. Phase III of the project consisted of design services, construction and CEI of the next ten (10) most critical culvert locations. Design was completed in mid

calendar year 2015 and construction is underway. Phase IV, the subject of this agenda item, involves the design and construction of the next most critical culvert locations.

MOTION: To accept and approve TDOT Contract No. 160232 in the amount of \$600,000.00 for Phase IV of the Poplar Culverts Replacement Project.

Acceptance of TDOT Contract - Winchester Road Mill/Overlay

The purpose of this agenda item is to consider acceptance of Contract No. 160231 with the TN Department of Transportation (TDOT) Local Programs Development Office in the amount of \$1,580,000.00 for design and construction of the Winchester Road Mill and Overlay Project. Winchester Road is a major east/west urban arterial commencing in the southern portion of downtown Memphis near T.O. Fuller State Park and stretching eastward across Shelby County to Byhalia Road in Collierville, approximately 25 miles in length. With Germantown's southern annexation area action in the early 2000's, the City assumed ownership and maintenance responsibility for Winchester Road from Forest Hill-Irene to the eastern city limits near the MLGW/TVA power lines east of Crestwyn Drive. This segment of Winchester Road consists of a six (6) lane median-divided roadway approximately 1 mile in length. The surface asphalt is experiencing heavy cracking as well as pot holes. Public Works crews have been making spot repairs through the years, but the time has come for a complete mill & overlay.

MOTION: To accept and approve TDOT Local Program Contract No. 160231 in the amount of \$1,580,000.00 for design and construction of the Winchester Road Mill & Overlay Project.

Acceptance of TDOT Contract - Signal Upgrades at Three Intersections

The purpose of this agenda item is to consider acceptance of Contract No. 160234 with the TN Department of Transportation (TDOT) Local Programs Development Office in the amount of \$1,204,000.00 for design and construction of signal upgrades at three locations. There are several older intersections in Germantown that have not been upgraded to Germantown's standard mast arms, video detection, emergency vehicle pre-emption devices, signage and striping. The City requested Surface Transportation Program (STP) funds through the Memphis-Metropolitan Planning Organization (Memphis-MPO) for seven (7) intersections; funding was available for three (3): Poplar Pike at Hacks Cross Road, Poplar Pike/Germantown Road/Arthur, and Poplar Avenue at Kirby.

MOTION: To accept and approve TDOT Local Program Contract No. 160234 in the amount of \$1,204,000.00 for design and construction of the Signal Upgrades at Three (3) Intersections Project.

Youth Basketball Uniforms – Change Order No. 1

Each year the Parks and Recreation Department provides team jerseys and shorts for the youth basketball program. It was estimated that the original purchase amount would not exceed \$15,000.00. However, due to an increase in registration numbers staff added six new basketball teams throughout the league. These additional players are in need of basketball uniforms which will surpass the estimated purchase amount of \$15,000.00. There is \$5,100.00 remaining in the FY17 uniform budget and staff is requesting to add \$2,500.00 to the original purchase order that will more than cover the additional costs.

MOTION: To approve Change Order No. 1 for the Youth Basketball Uniforms with BSN Sports increasing the contract amount by \$2,500.00 from \$15,000.00 to \$17,500.00.

Chamber of Commerce Grant

Established in 1973, the Germantown Area Chamber of Commerce is an active partner with the City in promoting business growth and development. Key partnership initiatives include production of the Annual Business and Industry Summit, retail recruitment revitalization strategies and marketing and development of the Economic Development Partnership website which serves as the online presence for the City's economic development information. The Chamber's request for FY17 is \$17,500.00 for daily

operational expenses. On file is an agreement between the City and Chamber, which details the benefits the City receives as a result of the grant. Funding for the Chamber grant is included in the approved FY17 budget.

MOTION: To authorize payment in the form of a grant to the Germantown Area Chamber of Commerce in the amount of \$17,500.00.

Motion by Mr. Janda, seconded by Mr. Klevan, to approve the consent agenda as read.

ROLL CALL: Barzizza-yes, Gibson-yes, Klevan-yes, Owens-yes, Janda-yes. Motion approved.

GPAC Outdoor Venue Professional Services Agreement

Mr. Chandler asked the Board to consider approval of a Professional Services Agreement with Archimania in the amount of \$282,394.00 to provide design services for an outdoor venue to be located to the north of the Germantown Performing Arts Center (GPAC) and to accept the action taken by the GPAC Board of Directors to evenly share in the cost of the design services fees up to \$150,000. As GPAC approaches the next decade, it will continue to play a leadership role in the growth and development of the community's arts and culture by bringing the very finest in the performing arts from across the globe to our citizens and visitors. The intent is to be able to program activity both during the daytime and into the evening.

Motion by Mr. Janda, seconded by Mr. Barzizza, to authorize the Mayor to enter into a Professional Services Agreement with Archimania in the amount of \$282,394.00, to accept a contribution from the GPAC Board of Directors in the amount of \$141,197.00 and to approve budget adjustment No. 17-34.

ROLL CALL: Barzizza-yes, Gibson-yes, Klevan-yes, Owens-yes, Janda-yes. Motion approved.

Ordinance 2016-10 – Amendment to Beer Ordinance – Third and Final Reading

Mr. Lawton stated this ordinance change will amend certain definitions and requirements under the City's alcoholic beverage ordinance. Recent state legislative changes to the regulation of alcoholic beverages, including intoxicating liquors and beer, have an impact on the City's existing ordinance dealing with these substances. The ordinance change brings the City into compliance with these changes and also adds a new permit requirement for both on-premise and off-premise consumption.

Motion by Mr. Barzizza, seconded by Mr. Owens, to approve on third and final reading Ordinance No. 2016-10, an amendment to the Beer Ordinance.

ROLL CALL: Barzizza-yes, Gibson-yes, Klevan-yes, Owens-yes, Janda-yes. Motion approved.

Wireless Transmission Facility Equipment Replacement and New Antenna – Germantown Water Tower

Mr. Ross stated this agenda item is to approve the replacement of three antennas with new antennas and associated equipment for T-Mobile to be installed on an existing wireless transmission facility (WTF) attached to a City water tank, located at 7626 Poplar Pike. The zoning ordinance allows for the approval of WTF co-locations and the replacement or addition of new equipment by service providers on existing towers via a streamlined approval process that includes a review by the Department of Community Development staff to insure that all ordinance and technical requirements have been met and by approval of the Board of Mayor and Aldermen. There will be no changes to the ground compound space. The installation of the replacement antennas with new equipment does not require public improvements at this site.

Motion by Mr. Owens, seconded by Ms. Gibson, to approve the request allowing the replacement of three antennas and associated equipment for T-Mobile on an existing WTF attached to a water tank, located at 7626 Poplar Pike.

ROLL CALL: Barzizza-yes, Gibson-yes, Klevan-yes, Owens-yes, Janda-yes. Motion approved.

Project Development Contract No. 1215 – TraVure Phase 3

Mr. Ross stated Contract No. 1215 is a standard project development contract. The Phase 3 Development Contract approval will permit site improvements to include the construction of a 150,620 SF class A office building with a 467-space structured parking facility, associated grading, landscaping and infrastructure improvements.

Motion by Mr. Owens, seconded by Ms. Gibson, to approve Project Development Contract No. 1215 for TraVure Phase 3.

ROLL CALL: Barzizza-yes, Gibson-yes, Klevan-yes, Owens-yes, Janda-yes. Motion approved.

Ordinance 2016-11 General Amendments to Zoning Code - Second Reading and Public Hearing

Mr. Ross stated the zoning code regulations were initially adopted to address community values about the use of land and buildings and have been amended over the years to adapt to new building issues, changing technology and changing desires of residents. As the regulations are applied to real-life conditions, situations that were not originally envisioned apparent and over-sights are discovered. Germantown staff has been monitoring the zoning code over the last two years and began a review of the zoning code for incorrect procedures, incorrect references to other sections, issues in the Smart Code and other needed amendments. The proposed amendments will assist with future projects and more coherent regulations.

Mayor Palazzolo called for citizens to come forward to address the Board during the Ordinance 2016-11 General Amendments to Zoning Code Public Hearing. No citizens came forward.

Mayor Palazzolo closed the public hearing.

Motion by Mr. Barzizza, seconded by Mr. Klevan, to approve on second reading, Ordinance 2016-11 – General Amendments to the Zoning Code.

ROLL CALL: Barzizza-yes, Gibson-yes, Klevan-yes, Owens-yes, Janda-yes. Motion approved.

Professional Services Agreement – City Wide Master Drainage Plan and Infrastructure Inventory Phase 1

Mr. Gwaltney stated the purpose of this agenda item is to consider approval of a Professional Services Agreement with Barge Waggoner Sumner & Cannon, Inc. (BWSC) in an amount not to exceed \$150,000.00 for year one for engineering and surveying services related to the City Wide Master Drainage Plan and Infrastructure Inventory. The City has a permit with the TN Department of Environment and Conservation (TDEC) to discharge its stormwater runoff into waters of the state. In order to be in compliance with the permit, the City must have an accurate and complete inventory and condition of its stormwater infrastructure, a searchable database for tracking complaints, notices of violations, illicit discharges, actions taken and closeout. Determining the condition, verifying locations and creating a Geographic Information System (GIS) database to monitor the City's stormwater infrastructure is a very labor intensive, time consuming task. Much field work, such as surveying and infrastructure inspection, will be required.

Motion by Ms. Gibson, seconded by Mr. Klevan, to authorize the Mayor to enter into a Professional Services Agreement for Engineering Services with BWSC, Inc. in an amount not to exceed \$150,000.00 for Phase 1 of the City Wide Master Drainage Plan and Infrastructure Inventory.

ROLL CALL: Barzizza-yes, Gibson-yes, Klevan-yes, Owens-yes, Janda-yes. Motion approved.

Property & Casualty Insurance Renewal

Ms. Piefer stated the City manages various risks of doing business by obtaining insurance coverage for excess property losses, workers compensation claims and general tort liability claims. For more than two decades, this coverage has been provided primarily by the Tennessee Municipal League (TML) Risk Management Pool, a professionally operated, non-profit, captive arrangement risk sharing pool for Tennessee municipalities. This cooperative risk sharing arrangement was made possible due to the Governmental Tort Liability Act of 1976 which limits the liability of Tennessee municipalities. The TML Pool provides the City with all necessary claim services, loss control programs and ready access to risk management products. All surplus premiums are returned to TML members in the form of member's dividends. The member's dividends are based not only on the municipality's premium size but also the Municipality's individual loss experience. The City of Germantown's member's dividends has increased from \$16,158.00 in 2014-2015 to \$37,321.00 in 2015/2016 to \$76,243.00 in 2016/2017. These dividends would be profit to a regular insurance company but are returned to the City in the single cell Captive format.

Motion by Ms. Gibson, seconded by Mr. Klevan, to approve the renewal of insurance coverage and payment of premiums (less the related dividends) per the attached renewal information to TML Risk Management Pool for property, workers compensation and general liability policies.

ROLL CALL: Barzizza-yes, Gibson-yes, Klevan-yes, Owens-yes, Janda-yes. Motion approved.

Medical and RX Stop Insurance

Ms. Piefer asked the Board to consider approval of a new policy for the City of Germantown's Stop Loss Insurance with American Fidelity in the amount of \$589,979.28 for a twelve month contract. Medical stop loss insurance protects the City's self-funded plan from extreme medical expense. The effective date of the new policy will be January 1, 2017. The City has used the services of a stop loss carrier for over twenty years. The stop loss carrier works as a safety net to protect the City's self insured medical plan. For example, if an individual medical claim exceeds \$115,000.00, this insurance will reimburse the City 100% of the paid eligible claims that exceed that specific deductible amount. Purchasing laws changed from the broker format to competitive bid in 2014.

Motion by Mr. Klevan, seconded by Ms. Gibson, to authorize the Mayor and Board to enter into a contract policy with American Fidelity in the amount of \$589,979.28 for stop loss insurance coverage for 2017.

ROLL CALL: Barzizza-yes, Gibson-yes, Klevan-yes, Owens-yes, Janda-yes. Motion approved.

Meeting adjourned.

Mike Palazzolo, Mayor

Michele Betty, City Clerk/Recorder



CITY OF GERMANTOWN

REPORT TO: THE BOARD OF MAYOR AND ALDERMEN

DATE: December 12, 2016

FROM: Patrick J. Lawton, City Administrator *PJL*

**SUBJECT: SPECIAL RECOGNITION – GERMANTOWN EDUCATION COMMISSION
TEACHER OF THE MONTH, DECEMBER 2016**

It is an honor for the Germantown Education Commission to present the December 2016 Teacher of the Month award to Dr. Melissa Ducey who is the lone physics teacher at Houston High School. Students love her class because of the hands-on experiences and student-centered learning environment. Even after teaching four different physics classes each day, she makes time to provide students with meaningful extracurricular experiences in STEM as a sponsor of Houston's growing STEM program. The HHS TEAMS engineering group was ranked first in the state last year under her leadership.

Dr. Ducey plays an equally supportive role for the faculty at Houston High School. She is the science department chairperson, supports new teachers in the department by serving as a mentor and serves on many district committees focusing on the improvement of Germantown Municipal School District and its schools.

Dr. Ducey, please accept our appreciation for your commitment to Germantown students. Your award is sponsored by Principle Toyota.

PREPARED BY: Stacey Ewell
Stacey Ewell, Assistant to the City Administrator



City of Germantown PROCLAMATION

WHEREAS, the Farmington Elementary School "Falcons 5K Club" Girls Cross Country Team was undefeated this year and has won the 2016 Tennessee state championship and placed third at nationals; and

WHEREAS, the Farmington Elementary School "Falcons 5K Club" Boys Cross Country Team placed second at regionals and eighth at state; and

WHEREAS, Coach Mario Aviles has led the teams for 6 years; and

WHEREAS, the girls team has won the regional cross-country meet every year since 2014; and

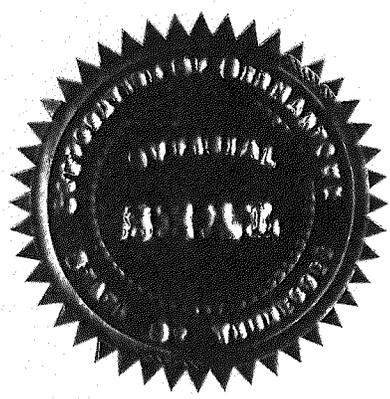
WHEREAS, we wish to congratulate the members of the team and its coach.

Girls: Adley Aaron, Ellen Adair, Saanvi Bhal, Ellen Burkett, Ellie Dannehold, Molly Lomax, Zoe Marsh, Tristan Poston, Genevieve Stencel, Anna Tamura, Faith Tankersley, Rachel Tankersley and Hallie Turner.

Boys: Dax Austin, Ty Behan, Jack Berry, Wilson Boutwell, Albert Ding, Blake Efke, Jett Hardin, Britt Herring, James Johnson, Rasil Khottea, William Kreitz, Hudson Myatt and Khasen Wilson.

NOW THEREFORE, the Board of Mayor and Aldermen of the City of Germantown, takes great pride in honoring the Farmington Elementary School Cross Country Team and hereby proclaims December 12, 2016 as

Farmington Elementary School Cross Country Team Day



IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Germantown to be affixed this 6th day of December, 2016.

Mike Palazzolo
Mike Palazzolo, Mayor



City of Germantown

PROCLAMATION

WHEREAS, the Houston Middle School Cross Country team qualified and competed at the 2016 National Championship meet in Evansville, Indiana. This is the first time Houston Middle School has competed in a National Cross Country meet; and

WHEREAS, Coaches David Adair and Nicole Ridenhour led the team for the 2016 season; and

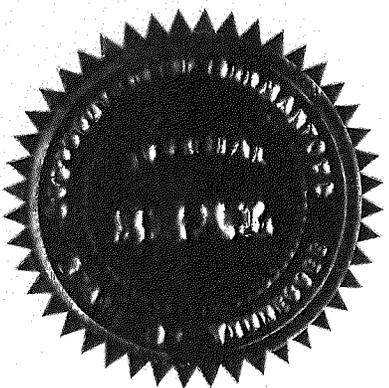
WHEREAS, both girls and boys teams qualified at the Regional level in order to compete in the State Championship meet this season. Girls placed 1st and boys placed 4th at Regionals. Varsity girls placed 2nd at State and Junior Varsity girls placed 1st at State. The girls team qualified for Nationals and the boys that competed at Nationals qualified with their individual times. The 13-14 year old girls team placed 9th in the Nation and the 11-12 year old girls team placed 6th in the Nation. This was a winning season for the Houston Middle Cross Country team; and

WHEREAS, we wish to congratulate the members of the Nationals team and its two coaches.

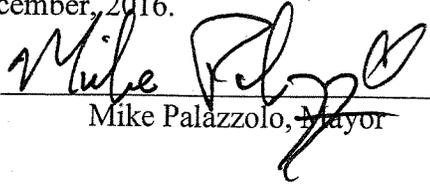
The members of the team that competed at Nationals were: Emma Adair, Kinleigh Alnutt, Ireland Danehold, Lindsey Dismuke, Olivia Freeman, Abby Gunnel, Madeline Harreld, Emma Henager, Fatima Jaber, Zachary Marsh, Warner McCrary, Agustina Naldoza, Gracey Owens, Anissa Pokorny-Yadar, Lydia Tankersley, Samuel Tankersley and Tannon Wilson.

NOW THEREFORE, the Board of Mayor and Aldermen of the City of Germantown, takes great pride in honoring the Houston Middle School Cross Country Team and hereby proclaims December 12, 2016 as

Houston Middle School Cross Country Team Day



IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Germantown to be affixed this 6th day of December, 2016.


Mike Palazzolo, Mayor



CITY OF GERMANTOWN

REPORT TO: THE BOARD OF MAYOR AND ALDERMEN

DATE: December 12, 2016

FROM: Patrick J. Lawton, City Administrator *PJL*

SUBJECT: ATM Lease

INTRODUCTION:

The purpose of this agenda item is to seek approval through the Board of Mayor and Aldermen to renew the lease with SunTrust Bank for the ATM machine that is located in City Hall. This is the second of five (5) options to renew the term of the lease for an additional one (1) year term commencing January 1, 2017 and expiring December 31, 2017.

BACKGROUND:

The City would like to provide more customer service by offering conveniences to its customers and citizens. From time to time visitors to City Hall need to access cash from an automatic teller machine. Many times court customers must pay fines and fees and need the access to cash. In addition, utility customers must redeem checks or pay for their utilities in cash. The ATM machine may also be used by employees to access cash.

DISCUSSION:

The City is able to provide its customers and citizens with the opportunity, at no cost to the City, to access an ATM machine within City Hall. The ATM machine is located near the Council Chambers and is accessible to customers and citizens during regular business hours or whenever City Hall is open. It has been determined that court customers and utility customers find it convenient to have access to cash. Sometimes it has been necessary for the court customer or utility customer to go off premises to obtain funds for payment of a court fine or utility bill. There will be no charge to the City for the machine being in City Hall. Normal fees for the use of obtaining funds will be charged by SunTrust for the use of the ATM machine. The ATM machine may be used by employees or any one accessing City Hall. The ATM machine will be serviced by SunTrust Bank.

BUDGET AND STAFFING IMPACT:

No budget impact to the City

GERMANTOWN FORWARD 2030:

This supports the financial goal of Germantown Forward 2030 in that the City provides high-quality services in the most timely and cost effective manner possible.

ATTACHMENTS:

No Attachments.



Dionne L. Edwards
Vice President
Corporate Real Estate & Workplace

SunTrust Bank
303 Peachtree Center Ave., Suite 175
Atlanta, GA 30303
Tel 404 588 7203
Fax 404 893 4020
dionne.edwards@suntrust.com

November 1, 2016

VIA FEDERAL EXPRESS

Mr. Ralph J. Gabb
City of Germantown
1930 S. Germantown Road
Germantown, TN 38138

Re: (TN00683) SunTrust Bank – **Notice of Exercise of ATM Renewal Option** for that certain Lease Agreement dated as of January 1, 2016, for the lease between SunTrust Bank and City of Germantown of that certain real property located at 1930 S. Germantown Road, Germantown, TN 38138

Dear Mr. Gabb:

According to the terms of the Lease referenced above, SunTrust hereby exercises its first of five (5) options to renew the term of the Lease for an additional one (1) year term commencing January 1, 2017 and expiring December 31, 2017, upon the same terms and conditions as set forth in the Lease.

SunTrust's notice address has changed as follows:

SunTrust Corporate Real Estate
Mail Code GA ATL - 0052
303 Peachtree Center Avenue, Suite 175
Atlanta, GA 30303

Please do not hesitate to contact me should you have any questions.

Sincerely,

A handwritten signature in cursive script, appearing to read "Dionne L. Edwards", with a long horizontal flourish extending to the right.

Dionne L. Edwards
VP, SunTrust Bank
Dionne.Edwards@SunTrust.com

ATM LEASE

THIS ATM LEASE ("this Lease"), dated as of the 1st day of January, 2016, between **SUNTRUST BANK**, a Georgia banking corporation (the "Tenant"), and **CITY OF GERMANTOWN**, a Tennessee municipality (the "Landlord"), provides:

THAT for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Tenant and the Landlord hereby agree as follows:

1. **BASIC LEASE PROVISIONS.** The following constitute the basic terms, definitions and provisions of this Lease:

- (a) **PREMISES:** Approximately twenty-five (25) square feet of space, as more particularly shown and described on Exhibit A attached hereto (the "**Premises**"), in the building known as the City of Germantown located at 1930-S Germantown Road, Germantown, TN 38138 (the "**Building**").
- (b) **INITIAL TERM:** One (1) year (the "**Initial Term**").
- (c) **COMMENCEMENT DATE:** January 1, 2016 (the "**Commencement Date**").
- (d) **TERMINATION DATE:** December 31, 2016 (the "**Termination Date**").
- (e) **RENT:** \$ -0-
- (f) **RENEWAL TERMS:** Five (5) additional consecutive terms of one (1) year each (the "**Renewal Terms**").
- (g) **LANDLORD'S ADDRESS:** City of Germantown
1930 S. Germantown Road
Germantown, TN 38138
Attn: Ralph J. Gabb
- (h) **TENANT'S ADDRESS:** SunTrust Bank
245 Peachtree Center Ave., 17th Floor
Atlanta, Georgia 30303
Attn: Corporate Real Estate & Workplace

2. **PREMISES.** The Landlord hereby leases the Premises to the Tenant, together with the non-exclusive right of access to and from the Premises and the non-exclusive right to use all parking areas, sidewalks and other common areas inside and outside of the Building, upon the terms and conditions set forth herein.

3. **TERM.**

- (a) The Initial Term of this Lease shall be for the period set forth in Section 1 and shall commence on the Commencement Date and terminate on the Termination Date, unless earlier terminated or extended as provided herein. The Landlord shall, within ten (10) days prior to the Commencement Date, deliver possession of the Premises to the Tenant for installation of the ATM. For purposes hereof, the "Term" shall mean the Initial Term and any Renewal Terms exercised by the Tenant as provided herein.
- (b) The Tenant shall have the option to renew this Lease for the Renewal Terms set forth in Section 1. The Tenant may exercise such renewal option by sending written notice of such exercise to the Landlord at least sixty (60) days prior to the end of the then current Term. In the event the Tenant elects to renew the Term, the Renewal Terms shall be upon the same terms and conditions as set forth in this Lease.
- (c) Notwithstanding any other provision of this Lease to the contrary, either party shall have the right at any time during the Term to terminate this Lease, with or without cause, by providing at least sixty (60) days prior written notice of such termination to the other party, in which event neither party shall have any further rights or obligations hereunder (except as specifically provided herein) after the termination of this Lease.

4. **PAYMENTS.** The Tenant shall have no obligation to pay rent or other compensation to the Landlord for the use and occupancy of the Premises during the Term.

5. **USE AND OCCUPANCY.** The Tenant shall have the exclusive right to use and occupy the Premises for the installation, operation, maintenance, replacement and removal of an automated teller machine, or any similar machine or terminal or any similar machine or terminal that may be initially or subsequently installed by the Tenant (collectively, the "ATM"), and may provide at the Premises any services the Tenant may lawfully offer including, without limitation, banking, insurance, consumer finance, trust services and investment services and products; provided, however that the Tenant's use and occupancy of the Premises shall not unreasonably limit or obstruct access to and from the Building for Landlord's customers, employees and invitees. Further, the Landlord represents, warrants and agrees that:

- (a) No lease or other agreement for the Building recognizes or grants an exclusive right or privilege to any other tenant, or other person or entity, to offer any product or service that conflicts with the Tenant's exclusive rights hereunder;
- (b) This Lease and the exercise by the Tenant of its rights hereunder will not cause a breach or default to occur under any lease, mortgage, agreement or other encumbrance affecting the Landlord, the Premises or the Building;
- (c) Provided the Tenant performs all of its obligations under this Lease, the Tenant shall have and enjoy peaceful and quiet possession of the Premises during the Term, subject to the termination rights of the Landlord contained in this Lease; and
- (d) The Landlord shall not unreasonably limit or obstruct access to and from the ATM or

obscure the visibility of the ATM to the Landlord's customers, employees and invitees in the Building during normal business hours.

6. **SIGNS.** The Tenant may place signs (a) identifying itself and its operations and the names and logos of network providers on the ATM.

7. **FIXTURES AND EQUIPMENT.** The Tenant, at its expense, may provide all fixtures and equipment that it deems necessary or desirable for the operation of the ATM and all such fixtures and equipment shall at all times during the Term remain the property of the Tenant. The Tenant agrees that if any mechanics' or similar liens shall be filed against the Building by any contractor, subcontractor, material man or laborer for work performed or materials furnished at the request of the Tenant in connection with the installation of the ATM, the Tenant shall, within thirty (30) days after it is provided with written notice of such lien, cause such lien to be released or bonded off and removed of record. The Landlord expressly waives and releases any right the Landlord may have to a lien under the common or statutory laws of the jurisdiction in which the Building is located upon the ATM or any other fixtures, machinery or equipment installed by the Tenant on the Premises. The Landlord agrees to execute any document necessary to evidence such waiver and release as may be required from time to time by the Tenant.

8. **MAINTENANCE AND REPAIR.**

(a) The Tenant, at its expense, shall keep and maintain the ATM in good order and repair. The Landlord agrees to provide the Tenant and its employees and contractors with reasonable access to the Premises during normal business hours for the purposes of maintaining and servicing the ATM.

(b) The Landlord, at its expense, shall (i) keep and maintain the Building and the Premises in good order and repair, and (ii) furnish all necessary utilities including, without limitation, lighting, air conditioning, heating, electricity and other utilities (but excluding telephone), for the Premises. The Landlord agrees that it shall use commercially reasonable efforts to ensure that the supply of electrical service to the ATM shall be continuous and shall not be interrupted for any reason, except in the event of an emergency, for reasons of safety, or as a result of reasons beyond the Landlord's control.

9. **INSURANCE.**

(a) The Tenant, at its expense, shall (i) insure the ATM against damage by casualty, and (ii) maintain commercial general liability insurance, including public liability and property damage, with respect to its operation of the ATM, with a minimum combined single limit of liability of \$2,000,000 for personal injury or death of persons occurring on the Premises.

(b) The Landlord, at its expense, shall keep the Building and the Premises insured with broad form property damage insurance, with extended coverage, in the amount of the replacement value of the Building. The Landlord, at its expense, shall also maintain commercial general liability insurance, including public liability and property damage, with a minimum combined single limit of liability of \$2,000,000 for personal injury or death of persons occurring in or around the Building or the Premises.

10. **INDEMNIFICATION.** The Tenant agrees to indemnify, defend and hold the Landlord, and its officers, directors, employees and agents, harmless from any and all claims for injury, death, damages or expenses (including reasonable attorneys' fees) caused by the Tenant's use and occupancy of the Premises, except for any such injury, death, damages or expenses caused solely by the gross negligence or willful misconduct of the Landlord or any employee, agent or contractor of the Landlord.

11. **TAXES.** The Tenant shall pay all personal property taxes imposed specifically against the ATM.

12. **TERMINATION BY LANDLORD.** If the Tenant breaches any covenant of this Lease and fails to cure same within thirty (30) days after written notice of such breach from the Landlord to the Tenant or, if such breach cannot be cured within such thirty (30) day period and the Tenant fails to pursue diligently the curing of such breach within a reasonable period of time thereafter, then the Landlord may, at its option, terminate this Lease by providing ten (10) days prior written notice of such termination to the Tenant, in which event neither party shall have any further rights or obligations hereunder (except as specifically provided herein).

13. **TERMINATION BY TENANT.** If the Landlord breaches any covenant of this Lease and fails to cure same within thirty (30) days after written notice of such breach from the Tenant to the Landlord or, if such breach cannot be cured within such thirty (30) day period and the Landlord fails to pursue diligently the curing of such breach within a reasonable period of time thereafter, then the Tenant may, at its option, terminate this Lease by providing ten (10) days prior written notice of such termination to the Landlord, in which event neither party shall have any further rights or obligations hereunder (except as specifically provided herein).

14. **SURRENDER.** The Landlord acknowledges and agrees that the ATM and any other fixtures, machinery or equipment installed by the Tenant on the Premises shall remain the property of the Tenant. Within thirty (30) days after any termination or expiration of the Term, the Tenant, at its expense, shall remove the ATM and repair any damages to the Premises caused by the Tenant's installation or removal of the ATM, and surrender possession of the Premises to the Landlord in the same condition existing prior to Tenant's installation or removal of the ATM, reasonable wear and tear excepted.

15. **CASUALTY.** If the Premises or the Building is destroyed by fire or other casualty or the Building is destroyed or damaged to such an extent that the Tenant is unable to operate the ATM in a manner satisfactory to the Tenant, then the Tenant shall have the right to terminate this Lease as of the date such casualty occurred by providing written notice thereof to the Landlord, in which event neither party shall have any further rights or obligations hereunder (except as specifically provided herein).

16. **CONDEMNATION.** If the whole or any part of the Building shall be taken or condemned by any competent authority (including, without limitation, sale under the threat of such a condemnation) to such an extent that the Tenant is unable to operate the ATM in a manner satisfactory to the Tenant, then the Tenant shall have the right to terminate this Lease as of the date such condemnation is officially announced by providing written notice thereof to the Landlord. Upon such termination, neither party shall have any further rights or obligations under this Lease (except as specifically provided herein). All awards made by reason of condemnation shall be made to the Landlord and the Tenant shall assign to the Landlord all of its rights, title and interest in and to any such award. If any award includes an amount of compensation for moving expenses, the Tenant shall be entitled to a portion of such amount in the

amount of the Tenant's actual moving expenses.

17. **ASSIGNMENT AND SUBLEASE.** Except as otherwise provided in this Section, the Tenant may assign its interests in this Lease or sublease the Premises only with the prior written consent of the Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, the Tenant may assign this Lease or sublease all or part of the Premises, without the Landlord's consent, (i) to any entity that is a parent, subsidiary or affiliate of the Tenant, and (ii) to any successor in interest to the Tenant by merger, consolidation, acquisition or reorganization.

18. **ENTIRE AGREEMENT.** This Lease and any exhibits attached hereto set forth the entire agreement between the parties hereto with respect to the Tenant's right to install, operate, replace, maintain and remove the ATM. There are no promises, agreements or understandings, whether oral or written, between the parties regarding such matters other than as set forth in this Lease. Any amendment or modification to this Lease shall not be binding upon either party unless such amendment or modification is reduced to writing and signed by both parties. This Lease does not create a partnership, agency or joint venture relationship between the Landlord and the Tenant for the operation of the ATM or for any other purpose.

19. **CAPTIONS.** The captions of the sections of this Lease are not part of the context of this Lease and shall be ignored in construing this Lease. They are intended only as aids in locating various provisions of this Lease.

20. **SEVERABILITY.** Each provision contained in this Lease shall be independent and severable from all other provisions hereof and the invalidity of any such provision shall in no way affect the enforceability of the other provisions hereof.

21. **GOVERNING LAW.** This Lease shall be governed by and construed in accordance with the laws of the jurisdiction in which the Building is located without regard to conflict of laws principles.

22. **BINDING EFFECT.** This Lease shall be binding upon and shall inure to the benefit of the Landlord and the Tenant and their respective heirs, legal representatives, successors and permitted assigns.

23. **NOTICES.** All notices and communications under this Lease shall be in writing and signed by a duly authorized representative of the party sending the same. All notices shall be deemed effective when delivered personally or on the next business day after being sent by a guaranteed overnight delivery service (such as UPS) or on the third (3rd) day after being sent by certified mail, return receipt requested, postage prepaid, to the addresses listed in Section 1. Either party may change its address by giving written notice of such change to the other party in the manner provided herein. Until any such written notice is actually received, the most recent address of record shall be deemed to continue in effect for all purposes.

24. **NO BROKERS.** The Landlord and the Tenant represent and warrant to each other that there are no claims for brokerage commissions or finder's fees in connection with the execution of this Lease. The Tenant agrees to indemnify, defend and hold the Landlord harmless from and against all liabilities, expenses, fees, commissions and/or costs (including reasonable attorneys' fees) arising from any such claims asserted by anyone claiming by, through or against the indemnifying party.

25. **AUTHORIZATION.** Each party to this Lease hereby represents that this Lease has been duly authorized, executed and delivered by all necessary action on behalf of such party, constitutes the valid and binding agreement of such party and is enforceable in accordance with its terms.

26. **WAIVER OF JURY TRIAL.** The Landlord and the Tenant hereby waive, to the extent permitted by law, the right to trial by jury in any action or proceeding or counterclaim between the parties hereto, or their successors or permitted assigns, arising out of or in any way connected with this Lease or any of its provisions, the Tenant's use or occupancy of the Premises and/or any claim of injury or damage.

27. **OFAC DISCLOSURE.** The Landlord represents and warrants to the Tenant (i) that neither the Landlord nor any person or entity that directly or indirectly owns any interest in the Landlord nor any of its officers, directors or managing members is a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the U. S. Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including Executive Order 13224 (the "Executive Order") signed on September 24, 2001 and entitled "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action, (ii) that the Landlord's activities do not violate the International Money Laundering Abatement and Financial Anti-Terrorism Act of 2001 or the regulations or orders promulgated thereunder (as amended from time to time, the "Money Laundering Act"), and (iii) that throughout the term of this Lease, the Landlord shall comply with the Executive Order and with the Money Laundering Act.

28. **COUNTERPARTS.** This Lease may be executed in any number of separate counterparts by the parties hereto, each of which, when so executed and delivered, shall be deemed to be an original, and all of which counterparts, taken together, shall constitute one and the same instrument. Any signature page from any such counterpart may be attached to any other counterpart to complete a fully executed counterpart of this Lease. Signatures to this Lease (or to any assignment or amendment to this Lease) transmitted in a commonly accepted electronic format that reproduces an image of the actual executed signature page shall be deemed a binding original and shall have the same legal effect, validity, and enforceability as a manually executed counterpart of the document to the extent and as provided for in the Federal Electronic Signatures in Global and National Commerce Act and the applicable state law based on the Uniform Electronic Transactions Act. In no event shall any party be obligated hereunder unless and until this Lease has been fully executed and delivered by all parties hereto.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Tenant and the Landlord have executed or caused this Lease to be executed on their behalf by their duly authorized representatives as of the date set forth above.

TENANT:

SUNTRUST BANK, a Georgia banking corporation

By: Liza D. Little
Print Name: Liza D. Little
Title: First V.P.

Federal Tax ID No: 58-0466330

LANDLORD:

CITY OF GERMANTOWN, a Tennessee municipality

By: Mike Palazzo
Print Name: Mike Palazzo
Title: Mayor

Federal Tax ID No. 62-6014996

Approved as to form:

Delma Wilds

City Attorney

EXHIBIT A

[ATTACH PLAN SHOWING LOCATION OF ATM]



CITY OF GERMANTOWN

REPORT TO: THE BOARD OF MAYOR AND ALDERMEN

DATE: December 12, 2016

FROM: Patrick J. Lawton, City Administrator *PJL*

SUBJECT: PROFESSIONAL SERVICES AGREEMENT – WOLF RIVER LATERAL F (EAST BANK)
REPAIR AND STABILIZATION IMPROVEMENTS

INTRODUCTION:

The purpose of this agenda item is to consider approval of a Professional Services Agreement with W. H. Porter Consultants, PLLC in an amount not to exceed \$85,708.00, for engineering services related to the drainage improvements for bank stabilization to Lateral F (East Bank).

BACKGROUND:

Lateral F is major tributary to the Wolf River with a drainage area of roughly 1,224 acres. The lateral flows from south to north. North of Wolf River Boulevard, Lateral F parallels the eastern boundary of Enclave PD, Phases 1 and 2 and the western boundary of Grove Park (please see attached vicinity map). The lateral is a natural, earthen stream with highly erodible banks.

Lateral F is positioned within a public drainage easement for which the City has maintenance responsibilities. Through the years, Public Works has provided continuous maintenance activities such as placement of rip-rap (rock) and clearing and snagging of dead trees and other debris as needed in an effort to keep the lateral within the public easements. However, due to bank erosion and sloughing, vehicle/equipment access is becoming more and more difficult. Recent flooding has caused the east bank to erode at an accelerated rate. On-going maintenance efforts are not able to keep up with the rate of erosion. Permanent bank repair and stabilization measures have been completed with great success for previous bank stabilization projects at various locations along laterals D, E, F & G.

DISCUSSION:

The subject of this agenda item is Lateral F along the east bank just north of Wolf River Boulevard. The specific area of concern for Lateral F is approximately 200 feet north of Wolf River Boulevard, along the western boundary of Grove Park 1 Addition Phase 1A. The location is indicated on the attached vicinity map. The stream bank at this location is severely eroding and encroaching on private property and residential fences. This project was included in the City's Capital Improvement Program (CIP) with the below design and construction timeline:

- Design Phase of Lateral F (east bank) in FY17
- Construction of Lateral F (east bank) in FY18

A Request for Statement of Qualifications (RFSOQ) was issued and publicly advertised on September 30, 2016. There were 5 consulting firms that submitted for this project (see attached RFSOQ Report). The evaluation committee met on November 10, 2016 to discuss vendor proposals and select a vendor. The evaluation team members selected W. H. Porter Consultants, PLLC to complete the design for drainage improvements for bank stabilization to Lateral F (east bank).

We have reviewed W. H. Porter's scope and fee proposal and respectfully recommend it for BMA approval.

FORWARD 2030:

Strategic Objective 2 within City Services and Finance – The City of Germantown is responsible for significant physical assets. The City believes that stewardship of City assets is essential to deliver high quality services to its customers consistently, as well as effectively.

BUDGET AND STAFFING IMPACT:

Tim Bierdz, City Stormwater Manager will serve as Project Managers during the database and inventory process.

SOURCE OF FUNDING:

Fund	Line Item No.	Dept.	Line Item Description	Budget Balance	Recommended Expenditure
CIP	039-0000-400-2540 DR1703	Development	Prof. Serv.	\$120,000.00	\$85,708.00

ATTACHMENTS:

Vicinity Map
W. H. Porter Fee Proposal
RFSOQ Report

VICINITY MAP



FEE PROPOSAL

W. H. PORTER CONSULTANTS, PLLC

6055 Primacy Parkway, Suite 115
Memphis, Tennessee 38119
(901) 363-9453 • FAX: (901) 363-2722

Engineers, Planners, Surveyors, Consultants

COST PROPOSAL

**RFSOQ 2017-013 Wolf River Lateral F (East Bank) Repair and Stabilization Improvements
CITY OF GERMANTOWN, TENNESSEE**

W.H. Porter Consultants, PLLC (WHP) is pleased to submit amendments and best and final offer (Cost Proposal) to the City of Germantown (the Client) to provide professional services related to analysis, repair and stabilization of a 500-ft section of the east bank of Wolf River Lateral F. Our project understanding, scope of services, schedule and fee(s) are detailed below.

Project Understanding

Limits for the project begin approximately 200 feet north of Wolf River Boulevard and end approximately 700 feet northwardly. Services entail Design and evaluation of hydraulic conditions; Geotechnical exploration and Land surveying; Slope stability evaluation of existing conditions and the proposed solution(s); Preparation and submittal of relevant environmental permitting packages (section 404 and TDEC); Evaluation and cost estimation for various alternatives for above-bank stabilization; and Repair of existing citizen's fence(s), post(s) and existing public storm drainage yard structure failures.

Scope of Services

Scope of Services (see Section 2.0 of attached proposal detail)	Survey, Geotechnical, Design, Construction Plans, Environmental Permitting (CEI and Materials Testing are <u>not</u> included)
Schedule (see Section 3.0 of attached proposal detail)	Dependent on others (120 Business Days Estimated) (120 Business Days does <u>not</u> include Germantown or outside agency review)
Compensation (see Section 4.0 of attached proposal detail)	\$78,988.00 (Not to Exceed \$85,708.00) Includes Post-Design Administration (consultation only)

We appreciate the opportunity to provide this Cost Proposal and look forward to working with you. If you have any questions or comments, or require additional services please contact us at any time.

Sincerely,

W. H. Porter Consultants, PLLC



William D. Porter, P.E., R.L.S.
Managing Partner

WTG/WDP

Attachments: Detailed Scope of Services

DETAILED SCOPE OF SERVICES

1.0 PROJECT INFORMATION

W.H. Porter Consultants, PLLC is pleased to submit amendments and best and final offer (Cost Proposal) to the City of Germantown (the Client) to provide professional services related to producing detailed designs, construction drawings, specifications, and obtaining the necessary site plan approvals for the referenced project. Our project understanding, scope of services, schedule and fee(s) are detailed below.

Project Understanding

Limits for the project begin approximately 200 feet north of Wolf River Boulevard and end approximately 700 feet northwardly. Services entail the design and evaluation of hydraulic conditions (velocities and flow depths) to provide best alternatives for 2, 10, 25, 50, and 100-year storm events; Geotechnical exploration and surveying; Slope stability evaluation to determine failure susceptibility of the existing conditions and the proposed solution(s); Relevant environmental permitting packages (section 404 and TDEC) preparation and submittal; An evaluation and cost estimate for various alternatives for above-bank stabilization, including but not limited to seeding turf reinforcement matting, solid sod, flex mat and bioengineering solution(s). In addition, repair of existing citizen's fence(s), post(s) and existing public storm drainage yard structure failures on top of bank shall be included in the construction plans.

Information Provided By Client

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's contractors.

2.0 SCOPE OF SERVICES

The full scope of services to be provided by the WHP team shall consist of project administration, land surveying, condition analysis and reporting, geotechnical borings (investigations & analysis), repair/stabilization alternatives analysis, design & plans preparation, environmental permitting, engineer's estimate of construction cost, bid & construction-phase RFI response.

2.1 Project Initiation

These activities may include, but are not limited to:

- Project planning
- 1 Team site visit
- 1 Meeting with the Client
- Data collection from the Client and other resources (adjacent subdivision G&D plans, nearby flood studies, etc.)

2.2 Land Surveying

These activities may include, but are not limited to:

- Office planning
- Prepare and send property owner notification
- Field surveying (set control, back yard and top of bank topo, channel cross sections, etc.)
- Office data processing
- Drafting of survey data

2.3 Condition Analysis

These activities may include, but are not limited to:

- Photo-documentation of critical and questionable areas
- Written report of findings

2.4 Hydraulics/Hydrology

These activities may include, but are not limited to:

- Acquire FEMA HEC Model
- Perform hydrology (delineate basin, identify land uses, generate flows)
- Review FEMA flood study (for relevance and agreement)
- Develop HEC-RAS model (re-run analysis with our cross sections ==> velocities & flow depths)

2.5 Geotechnical Analysis

These activities may include, but are not limited to:

- 1 Site visit (collect grab samples)
- 3 Borings - Top of Bank (40-foot deep by drill rig)
- 3 Borings - Toe of Slope (10-foot deep by hand auger)
- Soil Lab tests (shear strength, dispersion testing, and other routine tests & classifications)
- Data analysis (includes 3 or more slope stability cross sections for existing and proposed condition)
- Geotechnical summary report

***Note:** Optional specialty-geotechnical design of alternative slope stabilization methods is available (i.e. RediRock Wall, sheet piling, soldier pile and lagging, etc.).

2.6 Design Alternatives

These activities may include, but are not limited to:

- Alternatives research
- 1 Meeting with the Client to discuss alternatives (choosing those that will be included in plans)
- Design of selected alternatives

2.7 Design Plans

These activities may include, but are not limited to: (Preliminary Plans, 1 Meeting, Construction plans)

- Prepare Title Sheet
- Prepare Control Point Data Sheet
- Prepare Existing Conditions Sheet
- Prepare Proposed Grading & Drainage Plan
- Prepare Channel Cross-Sections
- Prepare Details & Standard Drawings
- 1 Meeting with the Client to discuss preliminary plans
- Address Client comments on Preliminary Plans
- Prepare General, Special, and Construction Notes
- Prepare Erosion Prevention Sediment Control Plan
- Address Client comments on Construction Plans

Wolf River Lateral F (East Bank) Repair and Stabilization - Germantown, TN

2.8 Environmental Permitting

These activities may include, but are not limited to:

- Prepare SWPPP (Storm Water Pollution Prevention Plan)
- Acquire 401/ARAP (Aquatic Resource Alteration Permit)
- Acquire 404 Nationwide permit
- Address reviewing agency comments

2.9 Post-Design Administration

These activities may include, but are not limited to:

- Prepare Construction quantities
- Prepare Engineer's estimate of construction cost
- Bid & Construction-Phase consultation to address RFI's

3.0 SCHEDULE

Based on the limited information at hand, it is estimated that the work described herein can be completed in approximately **120 Days**, once given the Notice To Proceed (not inclusive of weather delays, time for the Client to schedule meetings or agency reviews).

4.0 COMPENSATION

WHP proposes to perform the services listed herein for a lump sum of **\$78,988.00** (seventy eight thousand nine hundred and eighty eight dollars), including all materials, labor and incidentals including printing (exclusive of printing supplied to bidders) and insurance.

Task 1	Project Initiation	\$ 3,640.00
Task 2	Land Surveying	\$ 6,655.00
Task 3	Condition Analysis	\$ 1,425.00
Task 4	Hydraulics/Hydrology	\$ 11,010.00
Task 5	Geotechnical Analysis	\$ 24,308.00
Task 6	Design Alternatives	\$ 7,000.00
Task 7	Design Plans	\$ 12,855.00
Task 8	Environmental Permitting	\$ 5,375.00
Task 9	Post-Design Administration	\$ 5,970.00
Direct Costs		\$ 500.00
Incidental Costs		\$ 250.00
Planned Fee		\$ 78,988.00
Optional Cost	Specialty-Geotechnical	\$ 6,720.00
Total Fee	Not to Exceed	\$ 85,708.00

Fees will be invoiced monthly based on the total time spent and percent complete. Payment will be due within 30 days of your receipt of an invoice.

We appreciate the opportunity to provide these services to you. If you have any questions or desire to modify this Cost Proposal, feel free to contact us at any time.



RFSOQ REPORT

**Wolf River Lateral F (East Bank) Repair and Stabilization Improvements
Professional Services RFSOQ Process
Submitted By: Cathryn Perdue, Assistant Procurement Director**

Request for Statement of Qualification Process:

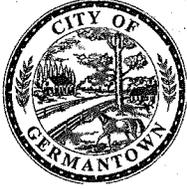
- RFSOQ was issued and publicly advertised on September 30, 2016 with a release notification also being sent by the City's vendor e-notification system to one thousand and thirty-five vendors
- The RFSOQ Proposal Submittal Deadline was October 20, 2016 at 2:00 p.m. CST. Proposals were submitted from the following vendors:
 - A2H
 - Allen & Hoshall
 - Pickering
 - Renaissance Group
 - W.H. Porter Consultants, PLLC

Evaluation Process for the Wolf River Lateral (F) Repair and Stabilization Improvements Services Vendor Selection:

- Evaluation Committee Members: Tim Gwaltney, Tim Bierdz, Tony Ladd, Butch Eder and Bo Mills with Procurement staff facilitating the process
- The evaluation criteria and procedures for selecting vendor was as follows:
 - Technical Requirements
 - Qualifications, Experience & Quality of Response
- Evaluation team members met on November 10, 2016 to discuss vendor proposals and select vendor. Vendor, Best and Final Offer was requested on November 14, 2016.
- Evaluation team members requested a revised Best and Final Offer on November 23, 2016.
- The evaluation team reviewed the revised "Best and Final Offer" information on November 23, 2016, after discussion and verification of all information presented; the evaluation team recommends W.H. Porter Consultants, PLLC as the City's Professional Service Provider for the Wolf River Lateral F (East Bank) Repair and Stabilization Improvements project.

Recommendation:

Committee recommends W.H. Porter Consultants, PLLC for approval on the December 12, 2016 BMA Agenda.



CITY OF GERMANTOWN

REPORT TO: THE BOARD OF MAYOR AND ALDERMEN

DATE: December 12, 2016
FROM: Patrick J. Lawton, City Administrator *PJL*
SUBJECT: CHANGE ORDER NO. 1 - GERMANTOWN ATHLETIC CLUB RENOVATION PROJECT PHASE II

INTRODUCTION:

The purpose of this agenda item is to approve Change Order No. 1 for the Germantown Athletic Club's Phase II Renovation Project with A and B Construction increasing the contract amount by \$58, 575.04 from \$2,320,809 to \$2,379,384.04.

BACKGROUND:

Built in 1990 the Germantown Athletic Club is a major focal point of the Germantown community with over 12,000 resident and non- resident members. In 2009, the locker rooms and front entrance areas were renovated. These renovations enhanced the Club, however, space utilization and social needs areas within the Club remained deficient. In February 2012, a Conceptual Master Plan was developed by Fabiano Designs that outlined improvements to the Club that would address the space and social needs deficiencies.

The Plan's recommended entry level improvements including customer service area enhancement, new administrative offices, new pro shop, new lounge and sales office. In addition, the Plan recommended infilling the floor over a portion of the Gymnasium to allow for new cardio, pilates, group exercise and spinning rooms. Lower level recommended improvements include the expansion of the men's and women's locker rooms, new yoga, group exercise, spa/massage and party rooms. Based upon these elements, the Board of Mayor and Aldermen on January 27, 2014 approved a Professional Services Agreement with Fabiano Designs/ Fleming Architects in the amount of \$256,500.00 to provide design drawings and construction documents.

Phase I consisted of improvements to both the upper & lower levels north of the check-in and east of the gym, including the staff office area, children's area, spin class room, meeting rooms and new aquatic office. In addition, significant Improvements to HVAC, plumbing, fire protection and electrical systems were included in this phase.

Phase I was advertised for bids on July 24, 2015. Two contractors submitted bids with A and B Construction submitting the lowest base bid of \$1,383,247.00 and \$74,482.00 for Alternate 2, renovation of the aquatics office in the for a cost of \$1,457,729.00.

There were two Change Orders necessitated during construction of Phase I; the first one in the amount of \$25,255.23 was approved by the BMA on October 26, 2015 for an additional 60 days of construction time and additional supervisory cost for constructing the upper and lower levels separately and Change Order No. 2 in the amount of \$59,680.90 was approved by the BMA on April 11, 2016 for mold remediation, revised lighting, fan and TV installation and an additional hand washing sink required by the Health Department. Total Project cost including the Change Order was \$1,542,665.13.

Phase II consists of demolition and renovation modifications to the upper and lower level of the gymnasium and ancillary adjacent spaces at the Germantown Athletic Club, including covering the track level over the first basketball court for additional cardio use, the area below will be used for group fitness that can be configured into larger or smaller rooms based upon need and the renovation of the hall wall between the basketball court and hallway.

Phase II was advertised on the City's website on June 27, 2016, sent to the Plan Houses and an e-notification was sent to 1,015 vendors. Fifteen Contractors and Subcontractors attended the Pre-Bid Meeting on July 6, 2016. Four Contractors picked up bid documents. Two Contractors submitted bids, A & B Construction Company, Inc. and Viktorhall Construction. However, after a thorough review of the bid submissions, only A and B Construction Company, Inc. met all of the requirements as stipulated by the City's bid documents. Therefore, the only qualifying bid submitted by A and B Construction Company in the amount of \$2,320,809.00 was approved by the Board of Mayor and Aldermen on August 8, 2016.

DISCUSSION:

During the renovation of any older facility it's not unusual to encounter unforeseen site conditions as a result of conflicts between the original drawings and the as-built drawings or work that was previously done and not documented. The unforeseen conditions result in additional work being required that could not be anticipated until construction begins and true conditions are evaluated. Change Order No. 1 is primarily the result of unforeseen conditions. However, there is a minor omission in the drawings, additional work required to meet new regulatory codes and a request for changes by the owner reflected in this request for change order.

Additional costs for unforeseen conditions include:

- Digging footing an additional five feet below unforeseen major electrical conduit beneath the slab to conform to engineering specifications. \$2,500.00
- Time and material expended Sunday October 9th when facility was shut down to allow for saw cutting around electrical conduits. \$4,611.60
- Reroute electrical feeds so that it is not impeding the new footings in the basement. \$7,576.80
- Remobilization of subcontractor due to delays in preparing the footings in the basement as a result of rerouting electrical feed. \$3,000.00
- Removal of two existing steel beams and braces that conflict with new steel. \$8,790.81
- Flooring revisions in small and large group fitness areas on lower level due to unforeseen differences in floor elevations. \$3,882.39
- Remove existing walking track handrail around entire track and patch the walking track at support post. \$10,683.50

Additional cost for an omission in the drawings:

- Ten cantilevered pendant lights for the corridor side of the south gym wall were erroneously omitted from the drawings for Phase II resulting in an additional cost of is \$23,745.60. This is very minor oversight for a project this complex and if the pendant lights had been bid, the city would have been out the cost. \$23,745.60

December 12, 2016

Additional cost required to meet new regulatory codes:

- The new guardrails designed to replace the existing noncompliant guardrails around the walking track were also determined to be not compliant with current codes. The cost of the new compliant guard rails is \$72,809.39 and the credit for the guardrails that were bid is \$55,681.95 resulting in a cost increase of \$17,127.44.

It is not uncommon for the owner to request minor changes in the plans during construction that would enhance or eliminate an element that was not readily apparent from just reviewing the design plans. The following are five such items:

- Eliminate the two main north/south basketball court goals, backstops, pads, motors, high and low voltage service and all associated materials and labor to install the system. (\$10,281.84)
- Install high impact board in lieu of regular 5/8" sheetrock. \$2,349.90
- Remove and replace two 3'x7' doors on the west walls in south west corner of the gym. \$4,359.88
- Demo two existing curtains and provide and install a Porter 90640000 walk/draw manual operated curtain. \$11,806.46
- Eliminate 27 drum lights over the cardio area at a cost savings of \$31,577.50. (\$31,577.50)

The total cost of Change Order No. 1 is \$58,575.04 which is 2.5% of the Contract amount and well within the industry standard allowed for contingencies. Accordingly, staff is recommending approval of Change Order No. 1 in the amount of \$58,575.04.

FORWARD 2030

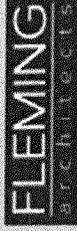
This project supports the Strategic Objective 2 within City Services and Finance – The City of Germantown is responsible for significant physical assets. The City believes that stewardship of City assets is essential to deliver high quality services to its customers consistently, as well as effectively and City Services and Finance Strategic Objective #1, action item #2 that states to reduce dependency of Enterprise Funds on the General Fund.

BUDGET AND STAFFING IMPACT:

SOURCE OF FUNDING:

Fund	Line Item No.	Dept.	Line Item Description	Budget Balance	Recommended Expenditure
CIP	042-4620-462.92-10	GC	Building Improvements	\$141,191.00	\$58,575.04
GC1701					

REQUEST FOR PROPOSAL LOG REQUEST FOR CHANGE ORDER LOG



PROJECT: Germantown Athletic Club Phase II Renovation
CONTRACTOR: A&B Construction Co., Inc.

RFP NO.	TO	FROM	DATED	TITLE	ATTACHMENTS	RESPONSE DATE	AMOUNT/DAYS REQUESTED	BIC	RESPONSE (CO)	DATE
1	A&B	FLEMING	10/13/2016	Credit the main (two) north/south basketball court goals, backstops, pads, motors, high and low voltage service and all associated materials and labor to install the system.	None	10/7/2016	(\$10,281.84)	FLEMING		
2	A&B	FLEMING	10/13/2016	Credit (27) drum lights and the associated material and labor to install them.	None	10/28/2016	(\$28,475.52)	FLEMING		
3	A&B	FLEMING	10/13/2016	Credit the material and labor for the striping for the 2 volleyball courts and the main north/south basketball court.	None	11/23/2016	\$0.00	FLEMING		
4	A&B	FLEMING	10/13/2016	Add a single walk/draw divider curtain between the two remaining east/west oriented basketball courts. Include all necessary framing to support the track on which the curtain rides. Basis of design shall be Forler 90640000. See attached for cut sheet.	None					
N/A	A&B	FLEMING	10/10/2016	Demo remainder of existing block at storefront wall. Repair acoustical ceiling.	Poster-Cut Sheet	11/7/2016	\$11,806.46	FLEMING		
5	A&B	FLEMING	10/14/2016	Credit regular sheetrock and add abuse resistant sheetrock in areas shown in yellow on attached plan. This will be at columns and walls in Small and Large Group Exercise Rooms as well as entry walls in gym.	None	10/18/2016	\$2,349.90	FLEMING		
6	A&B	FLEMING	10/18/2016	Add (10) F13 cantilevered pendant lights to corridor side of south gym wall.	E0.1, E2.2, Cut Sheet	10/28/2016	\$23,745.60	FLEMING		
7	A&B	FLEMING	10/21/2016	Credit 79 linear feet of mirrors	None	11/23/2016	\$0.00	FLEMING		
8	A&B	FLEMING	10/21/2016	Rework fire pump/life safety elec feed so that service is out of the influence of new footings in basement	ESI	11/2/2016	(\$4,647.66)	VOIDED REVISED	VOIDED	
9	A&B	FLEMING	10/24/2016	Rework fire pump/life safety elec feed so that service is out of the influence of new footings in basement	ESI	11/23/2016	\$7,576.80	FLEMING		
10	A&B	FLEMING	10/24/2016	Guardrail substitution	Spec, Drawing		\$17,127.44	FLEMING		
11	A&B	FLEMING	10/24/2016	Remove remainder of existing non-compliant guardrails around running track and add new tensile cable guardrails at perimeter of track.	Spec, Drawing	11/23/2016	\$10,683.50	FLEMING		
12	A&B	FLEMING	10/27/2016	Dig footing hole at grid lines 10/P.3 to depth of 5'-0" below lowest conduit to allow for helical shift to be inserted below conduit before being screwed into the ground.	FC Footing Reinforcing Clear Cover Detail	11/25/2016	\$2,500.00	APPROVED		
13	A&B	FLEMING	11/1/2016	Add additional rebar between existing conduit. The 2 western helical piers can be relocated 7' east to miss existing conduit.	(2) Sketches	11/23/2016	\$0.00	FLEMING		
13R	A&B	FLEMING	11/1/2016	Flooring revisions in small and large group fitness areas on lower level	Drawing			VOIDED REVISED	VOIDED	
14	A&B	FLEMING	11/2/2016	Flooring revisions in small and large group fitness areas on lower level	Drawing/Finish Schedule	11/21/2016	\$3,882.39	FLEMING		
15	A&B	FLEMING	11/3/2016	Remove 2 existing steel beams	None	11/2/2016	\$8,790.81	FLEMING		
16	A&B	FLEMING	11/3/2016	Remove and replace pair of 3x7 doors on west walls in SW corner of gym.	None	11/8/2016	\$4,359.88	FLEMING		
17	A&B	FLEMING	11/3/2016	Time and material expended Sunday, 10/9 when facility was shut down to allow electrical and saw cutting work	None	11/7/2016	\$4,611.60	FLEMING		
				Reinforcement of helical pier subcontractor	None	11/7/2016	\$3,000.00	FLEMING		
							\$58,575.04			



CITY OF GERMANTOWN

REPORT TO: THE BOARD OF MAYOR AND ALDERMEN

DATE: December 12, 2016

FROM: Patrick J. Lawton, City Administrator *PJL*

SUBJECT: RESOLUTION NO. 16R33 – AMENDMENT TO THE INDUSTRIAL DEVELOPMENT BOARD CHARTER

INTRODUCTION:

The purpose of this agenda item is to consider the application filed by the City of Germantown Industrial Development Board (IDB) to amend its charter relative to tax increment financing (TIF).

BACKGROUND:

In June 2001, the City of Germantown formed an Industrial Development Board, consistent with the applicable state statutes. The powers granted to the IDB at that time were limited to granting a payment in lieu of ad valorem taxes (PILOT) payment program. The IDB charter was amended on May 11, 2009 to expand its powers and allow for the issuance of TIF bonds as a way to encourage economic development efforts.

DISCUSSION:

The action taken by the Board of Mayor and Aldermen in 2009 concerned TIF bonds only and did not contemplate the use of private financing for public improvements to be funded by TIF. The specific action before the BMA this evening is to approve Resolution No. 16R33 that extends the IDB's authority in administering the TIF program to also include private financing secured by incremental revenues. As included in Exhibit A of the attached resolution, all such actions must be approved by official action of the BMA in order for such actions of the IDB to be effective.

On Wednesday, December 7, 2016, the IDB held a public hearing to consider this matter and voted unanimously to petition the BMA with an amendment to the IDB charter. Attached to this agenda sheet is the application as approved by the IDB seeking this charter amendment change.

GERMANTOWN FORWARD 2030:

The City recognizes the economic value of real placemaking and integrates programs along with strategic investments in infrastructure to encourage private development. The City's economic development policies and planning initiatives incorporate land use, infrastructure and connectivity, which facilitate opportunities for these vital areas to flourish. These considerations are critical for the future of Germantown due to limited land and resources. The resulting tax base, workforce, property values and quality of life are a reflection of its success. By creating a vibrant city center and facilitating other strategic investments, the City gives people a reason to come to Germantown and to return for the Germantown experience.

ATTACHMENTS:

- Application to Amend Charter
- Resolution No. 16R33
- Exhibit “A” – Proposed Charter Amendment
- Exhibit “B” – Articles of Amendment to the Charter of the IDB

PROPOSED MOTION(S), RESOLUTION(S), OTHER ACTION:

1. The Board of Mayor and Aldermen hereby finds and determines that it is wise, expedient, necessary and advisable that the Amendment to the Charter of The Industrial Development Board of the City of Germantown, Tennessee, attached as Exhibit “A” be adopted.
2. The Amendment to the Charter attached as Exhibit “A” hereto is hereby approved and the Members of the IDB are authorized to execute the Amendment and the Chairman is authorized and directed to take all actions which are necessary or appropriate, including the filing of any and all required documents with the Tennessee Secretary of State and the Register of Shelby County, Tennessee.

BOARD ACTION: _____ **MOTION BY:** _____ **SECONDED BY:** _____

VOTE/TOTAL	BARZIZZA	GIBSON	KLEVAN	OWENS	JANDA	PALAZZOLO
YES	Yes	Yes	Yes	Yes	Yes	Yes
NO	No	No	No	No	No	No
ABSTAIN	Abstain	Abstain	Abstain	Abstain	Abstain	Abstain

**RESOLUTION OF THE INDUSTRIAL DEVELOPMENT BOARD
OF THE CITY OF GERMANTOWN, TENNESSEE**

Resolution No. 16-R33

IN RE: Amendment of Charter

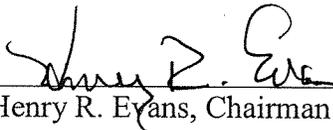
WHEREAS, The Industrial Development Board ("IDB") desires to submit an Application to Amend the Charter of the IDB to the Board of Mayor and Alderman;

NOW, THEREFORE, BE IT RESOLVED BY THE IDB THAT,

1. The IDB hereby approves the Application to Amend the Charter of the IDB, and the Amendment to the Charter shown as Exhibit "B" on such Application to Amend the Charter.

APPROVED AND ADOPTED by the IDB in public session this the 7th day of December, 2016.

THE INDUSTRIAL DEVELOPMENT BOARD OF
THE CITY OF GERMANTOWN, TENNESSEE

By: 
Henry R. Evans, Chairman

APPLICATION TO AMEND CHARTER

December 7, 2016

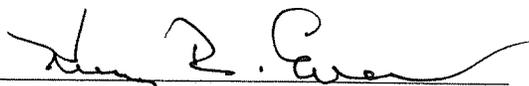
To: Board of Mayor and Aldermen
City of Germantown,
Tennessee

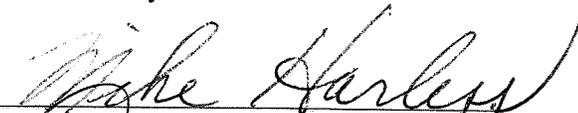
Dear Mayor and Aldermen:

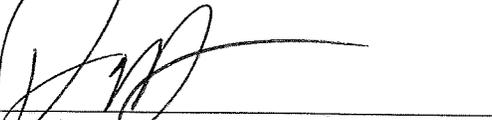
The undersigned members of The Industrial Development Board of the City of Germantown, Tennessee (the "IDB"), acting pursuant to Tennessee Code Annotated Section 7-53-204, hereby make application for permission to amend the Charter of the IDB to delete the current paragraph 9, and replace said paragraph 9 with that language attached hereto as Exhibit "A".

Attached to this application letter as Exhibit "B" are proposed Articles of Amendment effecting the Charter amendment and as Exhibit "C" the Resolution adopted by the IDB approving the Charter amendment.

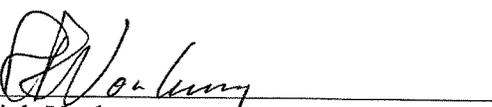
THE INDUSTRIAL DEVELOPMENT BOARD OF THE-
CITY OF GERMANTOWN, TENNESSEE


Henry R. Evans


Mike Harless


Daniel Dent


Keith Saunders


Dick Vosberg

**BEFORE THE BOARD OF MAYOR AND ALDERMEN OF
THE CITY OF GERMANTOWN, TENNESSEE**

Resolution No. 16R33

WHEREAS, by Resolution previously adopted, the Board of Mayor and Aldermen of the City of Germantown Tennessee has previously approved the Charter of The Industrial Development Board of the City of Germantown, Tennessee, which Charter was filed with the Tennessee Secretary of State on June 14, 2001, and was amended on May 29, 2009 with a filing with the Tennessee Secretary of State; and

WHEREAS, said Charter previously approved and filed contained language limiting tax incentive financing to being funded by public bonds and not private financing; and

WHEREAS, by Resolution adopted by The Industrial Development Board of the City of Germantown, Tennessee (the "IDB") on December 7th, 2016, the IDB requested that the foregoing limitation prohibition contained in Section 9 of the Charter be amended to provide that the IDB is authorized to issue bonds or other obligations that are secured by incremental tax revenues pursuant or that are secured by special assessments to an economic impact plan and that the IDB be authorized to approve an economic impact plan utilizing incremental tax revenues to secure private financing that has been approved by the Board of Mayor and Alderman of the City of Germantown. Further, the Resolution sets forth the continued power of the IDB to establish policies and procedures for the PILOT Program and the TIF Program so long as such policies and procedures do not violate any law or the Charter of the IDB. The proposed Amendment to the Charter is attached hereto and incorporated herein as Exhibit "A" to this Resolution; and

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR
AND ALDERMEN OF THE CITY OF GERMANTOWN, TENNESSEE:**

1. The Board of Mayor and Aldermen hereby finds and determines that it is wise, expedient, necessary and advisable that the Amendment to the Charter of The Industrial Development Board of the City of Germantown, Tennessee, attached as Exhibit "A" be adopted.

2. The Amendment to the Charter attached as Exhibit "A" hereto is hereby approved and the Members of the IDB are authorized to execute the Amendment and the Chairman is authorized and directed to take all actions which are necessary or appropriate, including the filing of any and all required documents with the Tennessee Secretary of State and the Register of Shelby County, Tennessee.

The foregoing resolution was adopted by official action of the Board of Mayor and Aldermen of the City of Germantown, Tennessee in public session, on the 12th day of December, 2016.

Mike Palazzolo, Mayor

Attest:

Michele Betty, City Clerk/Recorder

Exhibit "A"
Proposed Charter Amendment

9. The purposes for which the corporation is organized are to act as an industrial development corporation acting under the Act and this corporation shall have all the powers authorized by the Act, including any amendments to the Act hereafter adopted, but subject to the following limitations:

- (a) The City of Germantown delegates to the corporation the authority to negotiate and accept from the corporation's lessees, payments in lieu of ad valorem taxes in furtherance of the corporation's public purposes as defined in the Act, provided however, in each and every instance where the corporation takes title to real or personal property and/or negotiates a payment in lieu of ad valorem taxes (PILOT) payment program such actions must be approved by official action of the Board of Mayor and Aldermen of the City of Germantown, Tennessee in order for such actions of the corporation to be effective. (collectively the "PILOT Program").
- (b) The City of Germantown delegates to the corporation the authority to administer tax incremental financing as set forth in Title 7, Chapter 53 and Title 9, Chapter 23 of the Tennessee Code Annotated or any other provision of law applying to industrial development boards and tax incremental financing in furtherance of the corporation's public purposes as defined in the Act, (collectively the "TIF Program"). The corporation's authority in administering the TIF Program shall include, but not be limited to, negotiating an economic impact plan that includes private financing secured by incremental tax revenues and/or to issue bonds or other obligations (i) pursuant to Tennessee Code Annotated Section 7-53-312 that are secured by incremental tax revenues pursuant to an economic impact plan or (ii) pursuant to Tennessee Code Annotated Section 7-33-121 or Section 7-84-305 that are secured by special assessments pursuant to an economic impact plan. All such actions must be approved by official action of the Board of Mayor and Aldermen of the City of Germantown, Tennessee in order for such actions of the corporation to be effective.
- (c) Notwithstanding the powers granted to the corporation by the provisions of Title 7, Chapter 53 of the Tennessee Code Annotated or any other provision of law, except as provided in subparagraph 9 (b) hereinabove, the corporation shall not be authorized to issue any bonds, notes or other evidences of indebtedness of any nature whatsoever or to borrow money from or lend money to any person or entity, provided, however this shall not limit the power of the corporation to enter into leases or other agreements incidents to agreements to accept payments in lieu of ad valorem taxes upon compliance with the requirements of Section 9(a) of this Charter.

- (d) The corporation shall have the authority to adopt and amend policies and procedures to administer the PILOT Program and the TIF Program as it deems necessary and/or helpful to the extent any such policy or procedure does not violate any provision of law or any provision set forth in this Charter.

**ARTICLES OF AMENDMENT TO THE CHARTER
OF
THE INDUSTRIAL DEVELOPMENT BOARD
OF
THE CITY OF GERMANTOWN, TENNESSEE**

Pursuant to the provisions of Section 48-60-105 of the Tennessee Nonprofit Corporation Act, and the provisions of Tennessee Code Annotated, Title 7, Chapter 53, on Industrial Development Corporations the undersigned domestic public benefit nonprofit corporation adopts the following Articles of Amendment to its Charter:

1. The name of the corporation is The Industrial Development Board of the City of Germantown, Tennessee.
2. The text of the Amendment adopted is below:

Paragraph 9 of the Charter is deleted in its entirety and the following substituted in its place:

9. The purposes for which the corporation is organized are to act as an industrial development corporation acting under the Act and this corporation shall have all the powers authorized by the Act, including any amendments to the Act hereafter adopted, but subject to the following limitations:

- (a) The City of Germantown delegates to the corporation the authority to negotiate and accept from the corporation's lessees, payments in lieu of ad valorem taxes in furtherance of the corporation's public purposes as defined in the Act, provided however, in each and every instance where the corporation takes title to real or personal property and/or negotiates a payment in lieu of ad valorem taxes (PILOT) payment program such actions must be approved by official action of the Board of Mayor and Aldermen of the City of Germantown, Tennessee in order for such actions of the corporation to be effective. (collectively the "PILOT Program").
- (b) The City of Germantown delegates to the corporation the authority to administer tax incremental financing as set forth in Title 7, Chapter 53 and Title 9, Chapter 23 of the Tennessee Code Annotated or any other provision of law applying to industrial development boards and tax incremental financing in furtherance of the corporation's public purposes as defined in the Act, (collectively the "TIF Program"). The corporation's authority in administering the TIF Program shall include, but not be limited to, negotiating an economic impact plan that includes private financing secured by incremental tax revenues and/or to issue bonds or other obligations (i) pursuant to Tennessee Code Annotated Section 7-53-312 that are secured by

incremental tax revenues pursuant to an economic impact plan or (ii) pursuant to Tennessee Code Annotated Section 7-33-121 or Section 7-84-305 that are secured by special assessments pursuant to an economic impact plan. All such actions must be approved by official action of the Board of Mayor and Aldermen of the City of Germantown, Tennessee in order for such actions of the corporation to be effective.

(c) Notwithstanding the powers granted to the corporation by the provisions of Title 7, Chapter 53 of the Tennessee Code Annotated or any other provision of law, except as provided in subparagraph 9 (b) hereinabove, the corporation shall not be authorized to issue any bonds, notes or other evidences of indebtedness of any nature whatsoever or to borrow money from or lend money to any person or entity, provided, however this shall not limit the power of the corporation to enter into leases or other agreements incidents to agreements to accept payments in lieu of ad valorem taxes upon compliance with the requirements of Section 9(a) of this Charter.

(d) The corporation shall have the authority to adopt and amend policies and procedures to administer the PILOT Program and the TIF Program as it deems necessary and/or helpful to the extent any such policy or procedure does not violate any provision of law or any provision set forth in this Charter.

3. The Amendment was duly adopted on the 7th day of December, 2016, by the Board of Directors of the corporation, there being no members of the corporation.
4. The corporation is a public benefit nonprofit corporation.
5. The approval of the Amendment by some person or persons other than the Board of Directors is required by the governing board of the municipality pursuant to Section 7-53-204 of Tennessee Code Annotated and has been obtained.
6. The Amendments shall be effective when these Articles of Amendment are filed by the Secretary of State of Tennessee.

Dated: December ____, 2016.

**THE INDUSTRIAL DEVELOPMENT BOARD
OF THE CITY OF GERMANTOWN, TENNESSEE**

By the Board of Directors of the Corporation

Henry Evans

Mike Harless

Daniel Dent

Julie Klein

Keith Saunders

Dick Vosburg

STATE OF TENNESSEE

COUNTY OF SHELBY

Before me, the undersigned Notary Public in and for the State and County aforesaid, personally appeared **Henry Evans** with whom I am personally acquainted and who executed the foregoing instrument as his free act and deed.

Witness my hand and official seal at office this the ____ day of December, 2016.

NOTARY PUBLIC

My Commission Expires:

STATE OF TENNESSEE

COUNTY OF SHELBY

Before me, the undersigned Notary Public in and for the State and County aforesaid, personally appeared **Mike Harless** with whom I am personally acquainted and who executed the foregoing instrument as his free act and deed.

Witness my hand and official seal at office this the ____ day of December, 2016.

NOTARY PUBLIC

My Commission Expires:

STATE OF TENNESSEE

COUNTY OF SHELBY

Before me, the undersigned Notary Public in and for the State and County aforesaid, personally appeared **Daniel Dent** with whom I am personally acquainted and who executed the foregoing instrument as his free act and deed.

Witness my hand and official seal at office this the ____ day of December, 2016.

NOTARY PUBLIC

My Commission Expires:

STATE OF TENNESSEE

COUNTY OF SHELBY

Before me, the undersigned Notary Public in and for the State and County aforesaid, personally appeared **Julie Klein** with whom I am personally acquainted and who executed the foregoing instrument as her free act and deed.

Witness my hand and official seal at office this the ____ day of December, 2016.

NOTARY PUBLIC

My Commission Expires:

STATE OF TENNESSEE

COUNTY OF SHELBY

Before me, the undersigned Notary Public in and for the State and County aforesaid, personally appeared **Keith Saunders** with whom I am personally acquainted and who executed the foregoing instrument as his free act and deed.

Witness my hand and official seal at office this the ____ day of December, 2016.

NOTARY PUBLIC

My Commission Expires:

STATE OF TENNESSEE

COUNTY OF SHELBY

Before me, the undersigned Notary Public in and for the State and County aforesaid, personally appeared **Dick Vosburg** with whom I am personally acquainted and who executed the foregoing instrument as his free act and deed.

Witness my hand and official seal at office this the ____ day of December, 2016.

NOTARY PUBLIC

My Commission Expires:
