700 ADAMS AVENUE
MEMPHIS, TN 38105

July 25, 2019

MEETING OF THE BOARD OF COMMISSIONERS
MINUTES OF MEETING

I. The meeting of the Memphis Housing Authority Board of Commissioners was held July 25, 2019 at 9:00 a.m. in the Board Room. The meeting was called to order by Commissioner Jenkins at 9:00 a.m.

II. Attendees:

Commissioners:

Justin Bailey
Michael Boyd
Kathy Cowan
Lisa Wheeler-Jenkins
Ms. Mary W. Sharp
William Stemmler

MHA Staff: Marcia E. Lewis, Chief Executive Officer
Dexter Washington, Chief Operating Officer
Vickie Aldridge
Frank Barnes
Tomecia Brown
Forestine Carroll
Barbara Deans
Cheiktha Dowers
Ellen Eubanks
Carolyn Greene

Amy Jones
YaFrazier Perry
Luretha Phillips
Leon Shead
Mike Swindle
David Walker
Keisha Walker

Residents: Rosie Meredith; Barry Towers

Media Presentation: None

Visitors/ Special Guest(s): Tim Joyce and Roseline Banks; Retire Ready TN
Gail Tyree; AFSCME

III. AGENDA

The agenda was unanimously approved, with the guest presentation being made prior to resolution 4583 and 4584.
IV. MINUTES

June 27, 2019 minutes were approved.

V. RESOLUTION AND BOARD ACTION
Mr. Swindle sought board approval for

**RESOLUTION NO. 4581**

**RESOLUTION AWARDING A CHANGE ORDER(S) TO TERMINIX FOR A TOTAL CONTRACT AMOUNT NOT-TO-EXCEED $150,000.00 FOR BEDBUGS TREATMENT AT MHA MANAGED DEVELOPMENTS**

WHEREAS, the Memphis Housing Authority (MHA) received numerous work orders from residents requesting treatment for bedbugs; and

WHEREAS, prior to mass inspections the severity of infestation was not known to MHA management because some residents are not willing to inform site management; and

WHEREAS, the inspection of approximately 800 dwelling units within a narrow time span and immediate continuation with treatment is in the best interest of the residents and site management, but is an impossible endeavor for the in-house pest control person; and

WHEREAS, MHA has determined that the most effective method of obtaining the necessary services for the inspection and treatment is to retain the services of a highly qualified company; and

WHEREAS, the work scope includes, a thorough inspection of all dwelling and common areas, full treatment of all dwelling units where bedbugs are identified, pre-treatment of dwelling units that are adjacent to dwelling units receiving full treatment; and

WHEREAS, on May 6, 2019, MHA requested price proposals from multiple service companies to provide the specified services; and

WHEREAS, on May 13, 2019, MHA in response the solicitation received per unit price quotes from the following firms:

<table>
<thead>
<tr>
<th>Firm Name</th>
<th>Inspection (Cost/Unit)</th>
<th>Treatment (Cost/Unit)</th>
<th>Pre-Treatment (Cost/Unit)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Terminix</td>
<td>$45.00</td>
<td>$275.00</td>
<td>$100.00</td>
</tr>
<tr>
<td>Cook’s Pest Control</td>
<td>$0</td>
<td>$599.00</td>
<td>$300.00</td>
</tr>
<tr>
<td>Bug Masters</td>
<td>$3</td>
<td>$1,100.00</td>
<td>$1,100.00</td>
</tr>
<tr>
<td>Kiltronx Enviro Systems</td>
<td>$50.00</td>
<td>$125.00</td>
<td>$90.00</td>
</tr>
</tbody>
</table>

and
WHEREAS, the per unit price quote submitted by Kiltronx Enviro Systems is considered non-responsive; and
WHEREAS, the per unit price quote submitted by Terminix for inspections ($45.00), treatment ($275.00) and pre-treatment ($100.00) is fair and reasonable for the specified work scope; and

WHEREAS, MHA issued Purchase Order #43956 on June 13, 2019 to Terminix for comprehensive inspection services for all dwelling units and common areas at Barry Towers, Borda Towers, Jefferson Square and R. Q. Venson Center; and

WHEREAS, per inspections the number of dwelling units requiring treatment and pre-treatment is list below.

<table>
<thead>
<tr>
<th>Development</th>
<th>Treatment (# of units)</th>
<th>Pre-Treatment (# of units)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Barry Towers</td>
<td>47</td>
<td>88</td>
</tr>
<tr>
<td>Borda Towers</td>
<td>74</td>
<td>68</td>
</tr>
<tr>
<td>Jefferson Square</td>
<td>55</td>
<td>77</td>
</tr>
<tr>
<td>R. Q. Venson Center</td>
<td>56</td>
<td>85</td>
</tr>
</tbody>
</table>

| Total                 | 232                    | 318                         |

and

WHEREAS, the contract value for treatment and pre-treatment of dwelling units and common areas at Barry Towers, Borda Towers, Jefferson Square and R. Q. Venson Center is $97,300.00 [Ninety-Seven Thousand Three Hundred Dollars and Zero Cents]; and

WHEREAS, recently several residents at Kefauver Terrace requested treatment for bedbug; and

WHEREAS, MHA wishes to continue the inspection and if necessary, treatments for all MHA managed properties as expeditiously as possible which may exceed the $100,000.00 threshold requirement for MHA’s Board of Commissioners approval.

NOW THEREFORE, BE IT RESOLVED, that the Board of Commissioners approves and authorizes the execution of change order(s) with Terminix to provide treatment services for bedbugs at MHA managed developments for a total contract amount not-to-exceed the small purchase order limit of $150,000.00 [One Hundred Fifty Thousand Dollars and Zero Cents].
Commissioner Jenkins called for a motion to approve Resolution 4581. A motion was made by Commissioner Cowan and seconded. Commissioner Jenkins called for discussion.

There being no discussion, Commissioner Jenkins called for the vote. The motion passed; Resolution 4581 was approved.
Mr. Swindle sought board approval for

RESOLUTION NO. 4582

RESOLUTION AWARDING A CHANGE ORDER(S) TO GENERAL CONSTRUCTION SERVICES, INC. (GCS, INC.) FOR A TOTAL CONTRACT AMOUNT NOT-TO-EXCEED $150,000.00 FOR ABATEMENT OF HAZARDOUS MATERIALS AT BARRY TOWERS, BORDA TOWERS, JEFFERSON SQUARE, R. Q. VENSON CENTER, KEFAUVER TERRACE AND MONTGOMERY PLAZA

WHEREAS, the Memphis Housing Authority (MHA) continues to systematically abate public housing units as they become vacant or as unit conditions demand renovation; and

WHEREAS, under Solicitation No. HO 19 R 00514, MHA procured additional abatement contractors on a unit price basis to continue the abatement work as needed; and

WHEREAS, on March 21, 2019, MHA, in response to the solicitation received unit price quotes from the following firms:

Firm Name

General Construction Services, Inc. (GCS, Inc.)
Specialty Abatement Services, Inc.

and

WHEREAS, on May 14, 2019, MHA, in response to the solicitation received unit price quotes from the following firms:

Firm Name

Specialty Environmental Group, Inc (SEG, Inc.)

and

WHEREAS, MHA selected all three contractors on a unit price basis to perform the abatement work in various locations as needed; and

WHEREAS, MHA has issued five task orders to GCS, Inc. for a contract value totaling $85,965.00 [Eighty-Five Thousand, Nine Hundred Sixty-Five Dollars and Zero Cents] in abatement work to date; and

WHEREAS, MHA has generated three more task orders to GCS, Inc. based on inspected conditions at various MHA Public Housing sites and intends to issue additional task orders as the need for abatement continues to grow and as GCS, Inc. is the most readily available contractor; and
WHEREAS, MHA has issued three task orders to SEG, Inc. for a value totaling approximately 29,593.00 [Twenty-Nine Thousand, Five Hundred Ninety-Three Dollars and Zero Cents] for MHA work done in units being renovated under the insurance claim at Venson Center; and

WHEREAS, MHA is currently under contract HM 18 C 00439 with Specialty Abatement Services, Inc. and will not issue any task orders until the completion of the above-mentioned contract; and

WHEREAS, MHA wishes to continue the abatement work for At Barry Towers, Borda Towers, Jefferson Square, R. Q. Venson Center, Kefauver Terrace and Montgomery Plaza as expeditiously as possible which may exceed the $100,000.00 threshold requirement for MHA ‘s Board of Commissioners approval.

NOW THEREFORE, BE IT RESOLVED, that the Board of Commissioners approves and authorizes the execution of change order(s) with GCS, Inc. to provide asbestos abatement services for MHA managed developments for a total contract amount not-to-exceed the small purchase order limit of $150,000.00 [One Hundred Fifty Thousand Dollars and Zero Cents].
Commissioner Jenkins called for a motion to approve Resolution 4582. A motion was made by Commissioner Boyd and seconded. Commissioner Jenkins called for discussion.

Commissioner Boyd asked is the plan for every unit; if not how do you identify which units repaired? We do not have funding to replace/repair all the units, the plan is that if there is an incident, such as a water leak or an overflow and that then causes an issue with the tile separating and the asbestos being disturbed, the unit will be inspected and then repaired with the urgent units being repaired first. Commissioner Stemmler asked is it a shared wall, if so would both units have to be repaired. In most instances it is not a shared wall.

There being no further discussion, Commissioner Jenkins called for the vote. The motion passed; Resolution 4582 was approved.
RESOLUTION OFFERING MEMPHIS HOUSING AUTHORITY EMPLOYEES TO PARTICIPATE IN A VOLUNTARY RETIREMENT PLAN (401K) OFFERED FROM RETIRE READY

WHEREAS, the Memphis Housing Authority, Tennessee (hereinafter referred to as the "Employer") has determined that in the interest of attracting and retaining qualified employees, it wishes to offer a 401(a) or 401(k) defined contribution plan, funded by employee deferrals and, if elected pursuant to Section N, Q, or HH of the Participating Employer Agreement, employer contributions; and

WHEREAS, Tennessee Code Annotated, Section 8-25-111(a) allows a Tennessee local governmental entity to participate in the State of Tennessee's 401(a)/401(k) defined contribution plan subject to the approval of the Chair of the Tennessee Consolidated Retirement System (hereinafter referred to as the "Chair"); and

WHEREAS, the liability for participation and the costs of administration shall be the sole responsibility of the Employer and/or its employees, and not the State of Tennessee; WHEREAS, the Employer has also determined that it wishes to encourage employees' saving for retirement; and

WHEREAS, the Employer has reviewed the State of Tennessee Deferred Compensation Plan II Adoption Agreement for a Section 401(k) Cash or Deferred Arrangement for Governmental Employers, as adopted by the State of Tennessee, as amended and restated effective January 1, 2010, as amended December 21, 2010, and as amended by Amendment Number Two dated January 4, 2012, as well as the Section 401(k) Cash or Deferred Arrangement for Governmental Employer Basic Plan Document (collectively known as the "Plan" or "Plan Document"); and

WHEREAS, the Employer wishes to provide certain benefits to its employees, reduce overall administrative costs, and afford attractive investment opportunities; and

WHEREAS, the Employer is eligible to become a Participating Employer in the Plan, pursuant to Article XX of the Plan Document; and

WHEREAS, the Employer is concurrently executing a Participating Employer Agreement for the Plan; and

WHEREAS, the Board of Commissioners ("Governing Authority") of the Employer is authorized by law to adopt this resolution approving the Participating Employer Agreement on behalf of the Employer;
NOW, THEREFORE, the Governing Authority of the Employer hereby resolves:

1. The Employer adopts the Plan Document for its Employees; provided, however, that for the purpose of the Plan, the Employer shall be deemed to have designated irrevocably the Chair as its agent, except as otherwise specifically provided herein or in the Participating Employer Agreement.

2. The Employer acknowledges that the Plan does not cover, and the Trustees of the Plan ("Trustees") have no responsibility for, other employee benefit plans maintained by the Employer.

3. The Employer acknowledges that it may not provide employer contributions to the Plan on behalf of any of its employees that exceed three percent (3%) of the respective employees' salary if the employees are members of the Tennessee Consolidated Retirement System ("TCRS") or of any other retirement program financed from public funds whereby such employees obtain or accrue pensions or retirement benefits based upon the same period of service to the Employer, unless such employees are members of TCRS' local government hybrid plan established under Tennessee Code Annotated, Section 8-35-256 or TCRS' State hybrid plan established under Tennessee Code Annotated, Title 8, Chapter 36, Part 9. If such employees participate in either of those hybrid plans, the total combined amount of employer contributions to the Plan and to any one or more additional defined contribution plans may not exceed seven percent (7%) of the respective employees' salary. In no instance shall the total combined employer contributions to all defined contributions plans on behalf of a single employee exceed the maximum allowed under the Internal Revenue Code ("Code"), and shall conform to all applicable laws, rules and regulations of the Internal Revenue Service ("IRS") governing profit sharing and/or salary reduction plans for governmental employees.

4. The Employer hereby adopts the terms of the Participating Employer Agreement, which is attached hereto and made a part of this resolution. The Participating Employer Agreement (a) permits all employees of the respective entity to make elective deferrals; (b) sets forth the Employees to be covered pursuant to Section N, Q, or HH of the Participating Employer Agreement for employer contributions, if any; (c) outlines the benefits to be provided by the Participating Employer under the Plan; and, (d) states any conditions imposed by the Participating Employer with respect to, but not inconsistent with, the Plan. The Participating Employer reserves the right to amend its elections under the Participating Employer Agreement, so long as the amendment is not inconsistent with the Plan, the Code, Tennessee law, or other applicable law and is approved by the Chair.

5. The Chair may amend the Plan on behalf of all Employers, including those Employers who have adopted the Plan prior to a restatement or amendment of the Plan, for changes in the Code, the regulations thereunder, Tennessee law, revenue rulings, other statements published by the Internal Revenue Service ("IRS"), including model, sample, or other required good faith amendments, and for other reasons that are deemed at the Chair's sole discretion to be in the interest of the Plan. These amendments shall be automatically applicable to all Employers.
6. The Chair will maintain, or will have maintained a record of the Employers and will make reasonable and diligent efforts to ensure that Employers have received all Plan amendments.

7. The Employer shall abide by the terms of the Plan, including amendments to the Plan and Trust made by the Chair, all investment, administrative, and other service agreements of the Plan, and all applicable provisions of the Code, Tennessee law, and other applicable law.

8. The Employer accepts the administrative services to be provided by the Tennessee Treasury Department and any services provided by Plan vendors. The Employer acknowledges that fees will be imposed with respect to the services provided and that such fees may be deducted from the Participants' Accounts and/or charged to the Employer.

9. Subject to the provisions of Section 20.06 of the Plan, the Employer may terminate its participation in the Plan, including but not limited to, its contribution requirements pursuant to the Plan, if it takes the following actions:

   a. A resolution must be adopted by the Governing Authority of the Employer terminating the Employer's participation in the Plan.

   b. The resolution must specify the proposed date when the participation will end, which must be at least six calendar months after notice to the Chair and the Employer's employees.

   c. The Chair shall (i) determine whether the resolution complies with the Plan, and all applicable federal and state laws, (ii) determine an appropriate effective date, and (iii) provide appropriate forms to terminate ongoing participation. Distributions under the Plan of existing accounts to Participants will be made in accordance with the Plan Document.

   d. Once the Chair determines the appropriate effective date, the Employer shall immediately notify all its Employees participating in the Plan of the termination and the effective date thereof.

   e. The Chair can, in the Chair's sole discretion, reduce the six month notice and withdrawal period to a shorter period if the Employer so requests, but in no event shall the period be less than three months.

10. The Employer acknowledges that the Plan Document contains provisions for Plan termination by the Trustees, subject to applicable Tennessee law.

11. The Employer acknowledges that all assets held in connection with the Plan, including all contributions to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, shall be held in trust for the exclusive benefit of Participants and their Beneficiaries under the Plan. No part of the assets and income of the Plan shall be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries and for defraying reasonable expenses of the Plan. All amounts of
compensation deferred pursuant to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, property or rights held as part of the Plan, shall be transferred to the Trustees to be held, managed, invested and distributed as part of the Trust Fund in accordance with the provisions of the Plan and subject to the vesting provisions of the Plan. All contributions to the Plan must be timely transferred by the Employer to the Trust Fund pursuant to and in the manner provided by the Chair. The Employer acknowledges that if the Employer fails to remit the requisite contributions in a timely manner, the Chair reserves the right, at the Chair's sole discretion, to terminate the Employer's participation in the Plan. In such event, the Chair shall notify the Employer of the effective termination date, and the Employer shall immediately notify all its employees participating in the Plan of the termination and the effective date thereof. Notwithstanding the foregoing, the Employer acknowledges that it is the sole responsibility of the Employer to remit the requisite reports and contributions to the Plan and that neither the State, the Chair, the Trustees, its employees, or agents shall have any responsibility or liability for ensuring or otherwise monitoring that this is done. All benefits under the Plan shall be distributed solely from the Trust Fund pursuant to the Plan.

12. The Employer agrees to offer and enroll only those persons, whether appointed, elected, or under contract, wherein an employee-employer relationship is established, providing service to the Employer for which compensation is paid by the Employer.

13. The Employer understands that IRS rules and Tennessee law limit participation in the Plan to governmental entities and their respective employees. The Employer will notify the Chair in writing within ten (10) calendar days if it ceases to be a governmental entity under applicable federal or Tennessee law, and/or if it discovers that it is transferring or having transferred employee deferrals and/or employer contributions to the Plan on behalf of an individual who does not meet the requirements in Paragraph 12 above.

14. The Employer acknowledges that the Chair and other Trustees are the fiduciaries of the Plan and have sole and exclusive authority to interpret the Plan and decide all claims and appeals for Plan benefits. The Employer agrees to abide by the Chair's decisions on all matters involving the Plan.

15. This resolution and the Participating Employer Agreement shall be submitted to the Chair for approval. The Chair shall determine whether the resolution and the Agreement comply with the Plan, and, if they do, shall provide appropriate forms to the Employer to implement participation in the Plan. The Chair may refuse to approve a Participating Employer Agreement executed by an Employer that, in the Chair's sole discretion, does not qualify to participate in the Plan.

16. The Governing Authority hereby acknowledges that it is responsible to assure that this resolution and the Participating Employer Agreement are adopted and executed in accordance with the requirements of applicable law.
Commissioner Jenkins called for a motion to approve Resolution 4583. A motion was made by Commissioner Stemmler and seconded. Commissioner Jenkins called for discussion.

There being no discussion, Commissioner Jenkins called for the vote. The motion passed; Resolution 4583 was approved.
Mrs. Lewis sought board approval for

RESOLUTION NO. 4584

RESOLUTION OFFERING MEMPHIS HOUSING AUTHORITY EMPLOYEES TO PARTICIPATE IN A VOLUNTARY RETIREMENT PLAN 457(b) OFFERED FROM RETIRE READY

WHEREAS, the Memphis Housing Authority, Tennessee (hereinafter referred to as the "Employer") has determined that in the interest of attracting and retaining qualified employees, it wishes to offer a governmental 457(b) deferred compensation plan, funded by employee deferrals and, if elected pursuant to Section I and/or K of the Participating Employer Agreement, employer contributions; and

WHEREAS, Tennessee Code Annotated, Section 8-25-111(a) allows a Tennessee local governmental entity to participate in the State of Tennessee’s 457(b) deferred compensation plan, subject to the approval of the Chair of the Tennessee Consolidated Retirement System (hereinafter referred to as the "Chair"); and

WHEREAS, the liability for participation and the costs of administration shall be the sole responsibility of the Employer and/or its employees, and not the State of Tennessee; and

WHEREAS, the Employer has also determined that it wishes to encourage employees’ saving for retirement; and

WHEREAS, the Employer has reviewed the Tennessee State Employees Deferred Compensation Plan and Trust Adoption Agreement for a Section 457(b) Eligible Deferred Compensation Plan for Governmental Employers, as adopted by the State of Tennessee, as amended and restated effective December 22, 2010, and as amended by Amendment Number One signed December 22, 2010, and Amendment Number Two signed February 8, 2012, as well as the Section 457(b) Eligible Deferred Compensation Plan for Governmental Employer Basic Plan Document (collectively known as the "Plan" or "Plan Document"); and

WHEREAS, the Employer wishes to provide certain benefits to its employees, reduce overall administrative costs, and afford attractive investment opportunities; and

WHEREAS, the Employer is eligible to become a Participating Employer in the Plan, pursuant to Article XVII of the Plan Document; and

WHEREAS, the Employer is concurrently executing a Participating Employer Agreement for the Plan; and

WHEREAS, the Board of Commissioners ("Governing Authority") of the Employer is authorized by law to adopt this resolution approving the Participating Employer Agreement on behalf of the Employer; and
NOW, THEREFORE, the Governing Authority of the Employer hereby resolves:

1. The Employer adopts the Plan Document for its Employees; provided, however, that for the purpose of the Plan, the Employer shall be deemed to have designated irrevocably the Chair as its agent, except as otherwise specifically provided herein or in the Participating Employer Agreement.

2. The Employer acknowledges that the Plan does not cover, and the Trustees of the Plan ("Trustees") have no responsibility for, other employee benefit plans maintained by the Employer.

3. The Employer acknowledges that it may not provide employer contributions to the Plan on behalf of any of its employees that exceed three percent (3%) of the respective employees' salary if the employees are members of the Tennessee Consolidated Retirement System ("TCRS") or of any other retirement program financed from public funds whereby such employees obtain or accrue pensions or retirement benefits based upon the same period of service to the Employer, unless such employees are members of TCRS' local government hybrid plan established under Tennessee Code Annotated, Section 8-35-256 or TCRS' State hybrid plan established under Tennessee Code Annotated, Title 8, Chapter 36, Part 9. If such employees participate in either of the hybrid plans, the total combined amount of employer contributions to the Plan and to any one or more additional defined contribution plans may not exceed seven percent (7%) of the respective employee's salary. In no instance shall the total combined employer contributions to all defined contribution plans on behalf of a single employee exceed the maximum allowed under the Internal Revenue Code ("Code"), and shall conform to all applicable laws, rules and regulations of the Internal Revenue Service ("IRS") governing profit sharing and/or salary reduction plans for governmental employees.

4. The Employer hereby adopts the terms of the Participating Employer Agreement, which is attached hereto and made a part of this resolution. The Participating Employer Agreement (a) permits all employees of the respective entity to make elective deferrals; (b) sets forth the Employees to be covered pursuant to Section I and/or K of the Participating Employer Agreement for employer contributions, if any; (c) outlines the benefits to be provided by the Participating Employer under the Plan; and, (d) states any conditions imposed by the Participating Employer with respect to, but not inconsistent with, the Plan. The Participating Employer reserves the right to amend its elections under the Participating Employer Agreement, so long as the amendment is not inconsistent with the Plan, the Code, Tennessee law, or other applicable law and is approved by the Chair.

5. The Chair may amend the Plan on behalf of all Employers, including those Employers who have adopted the Plan prior to a restatement or amendment of the Plan, for changes in the Code, the regulations thereunder, Tennessee law, revenue rulings, other statements published by the Internal Revenue Service ("IRS"), including model, sample, or other required good faith amendments, and for other reasons that are deemed at the Chair's sole discretion to be in the interest of the Plan. These amendments shall be automatically applicable to all Employers.
6. The Chair will maintain, or will have maintained, a record of the Employers and will make reasonable and diligent efforts to ensure that Employers have received all Plan amendments.

7. The Employer shall abide by the terms of the Plan, including amendments to the Plan and Trust made by the Chair, all investment, administrative, and other service agreements of the Plan, and all applicable provisions of the Code, Tennessee law, and other applicable law.

8. The Employer accepts the administrative services to be provided by the Tennessee Treasury Department and any services provided by Plan vendors. The Employer acknowledges that fees will be imposed with respect to the services provided and that such fees may be deducted from the Participants' Accounts and/or charged to the Employer.

9. Subject to the provisions of Section 17.06 of the Plan, the Employer may terminate its participation in the Plan, including but not limited to, its contribution requirements pursuant to the Plan, if it takes the following actions:
   a. A resolution must be adopted by the Governing Authority of the Employer terminating the Employer's participation in the Plan.
   b. The resolution must specify the proposed date when the participation will end, which must be at least six calendar months after notice to the Chair and the Employer's employees.
   c. The Chair shall (i) determine whether the resolution complies with the Plan, and all applicable federal and state laws, (ii) determine an appropriate effective date, and (iii) provide appropriate forms to terminate ongoing participation. Distributions under the Plan of existing accounts to Participants will be made in accordance with the Plan Document.
   d. Once the Chair determines the appropriate effective date, the Employer shall immediately notify all its Employees participating in the Plan of the termination and the effective date thereof.
   e. The Chair can, in the Chair's sole discretion, reduce the six month notice and withdrawal period to a shorter period if the Employer so requests, but in no event shall the period be less than three months.

10. The Employer acknowledges that the Plan Document contains provisions for Plan termination by the Trustees, subject to applicable Tennessee law.

11. The Employer acknowledges that all assets held in connection with the Plan, including all contributions to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, shall be held in trust for the exclusive benefit of Participants and their Beneficiaries under the Plan. No part of the assets and income of the Plan shall be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries and for defraying reasonable expenses of the Plan. All amounts of compensation deferred pursuant to the Plan, all property and rights acquired or purchased with
such amounts and all income attributable to such amounts, property or rights held as part of the Plan, shall be transferred to the Trustees to be held, managed, invested and distributed as part of the Trust Fund in accordance with the provisions of the Plan. All contributions to the Plan must be timely transferred by the Employer to the Trust Fund pursuant to and in the manner provided by the Chair. The Employer acknowledges that if the Employer fails to remit the requisite contributions in a timely manner, the Chair reserves the right, at the Chair's sole discretion, to terminate the Employer's participation in the Plan. In such event, the Chair shall notify the Employer of the effective termination date, and the Employer shall immediately notify all its employees participating in the Plan of the termination and the effective date thereof. Notwithstanding the foregoing, the Employer acknowledges that it is the sole responsibility of the Employer to remit the requisite reports and contributions to the Plan and that neither the State, the Chair, the Trustees, its employees, or agents shall have any responsibility or liability for ensuring or otherwise monitoring that this is done. All benefits under the Plan shall be distributed solely from the Trust Fund pursuant to the Plan.

12. The Employer agrees to offer and enroll only those persons, whether appointed, elected, or under contract, wherein an employee-employer relationship is established, providing service to the Employer for which compensation is paid by the Employer.

13. The Employer understands that IRS rules and Tennessee law limit participation in the Plan to governmental entities and their respective employees. The Employer will notify the Chair in writing within ten (10) calendar days if it ceases to be a governmental entity under applicable federal or Tennessee law, and/or if it discovers that it is transferring or having transferred employee deferrals and/or employer contributions to the Plan on behalf of an individual who does not meet the requirements in Paragraph 12 above.

14. The Employer acknowledges that the Chair and other Trustees are the fiduciaries of the Plan and have sole and exclusive authority to interpret the Plan and decide all claims and appeals for Plan benefits. The Employer agrees to abide by the Chair's decisions on all matters involving the Plan.

15. This resolution and the Participating Employer Agreement shall be submitted to the Chair for approval. The Chair shall determine whether the resolution and the Agreement comply with the Plan, and, if they do, shall provide appropriate forms to the Employer to implement participation in the Plan. The Chair may refuse to approve a Participating Employer Agreement executed by an Employer that, in the Chair's sole discretion, does not qualify to participate in the Plan.

16. The Governing Authority hereby acknowledges that it is responsible to assure that this resolution and the Participating Employer Agreement are adopted and executed in accordance with the requirements of applicable law.
Commissioner Jenkins called for a motion to approve Resolution 4584. A motion was made by Commissioner Sharp and seconded. Commissioner Jenkins called for discussion.

There being no discussion, Commissioner Jenkins called for the vote. The motion passed; Resolution 4584 was approved.
VI. SPECIAL PRESENTATION(S): Tim Joyce and Roseline Banks; Retire Ready TN

VII. CHIEF EXECUTIVE OFFICER REPORT: There was no written report, only a couple of announcements. There will be a tour of south city on Tuesday, August 6, for city council member, we will send out an email with the time and meeting place. Also, on September 26, tentatively planning a grand opening for South City; HUD will be in Memphis at that time. As we get closer to that date, more info will be available.

VIII. DISCUSSION ITEMS: None

IX. ANNOUNCEMENT(S):
   • Next Board of Commissioners’ meeting is August 22, 2019 at 9:00 a.m.
   • Board Committee meetings are August 14, 2019.

X. ADJOURNMENT:
   • Commissioner Jenkins adjourned the meeting at 9:51 a.m.

Lisa W. Jenkins, Board Chairperson

Marcia E. Lewis, Chief Executive Officer/Secretary