

City of Memphis



TENNESSEE

JIM STRICKLAND
MAYOR

November 30, 2021

The Honorable Chase Carlisle, Chairman
Personnel, Government Affairs, and Annexation Committee
City Hall - Room 514
Memphis, TN 38103

Dear Chairman Carlisle:

Subject to Council approval, I hereby recommend that:

Erin Kathleen Midgley

be appointed to the Memphis City Beautiful with a term expiring June 30, 2023.

I have attached biographical information.

Sincerely,

Jim Strickland
Mayor

JSS/sss

Cc: Council Members

**CITY BEAUTIFUL COMMISSION
35 Member Board
(2) yrs. Staggered Terms**

Purpose:

The goal of Memphis City Beautiful Commission is to keep Memphis a beautiful, healthy and safe place to live. Memphis City Beautiful Commission, through public education, programs and services, works to engage individuals to take a greater responsibility for improving their community environments.

Vacancy	M/B	06-30-20
Vacancy	M/W	06-30-20
Eckstein, Adam	M/W	06-30-20
Vacancy	F/B	06-30-20
Vacancy	F/B	06-30-20
Fones, Allison	F/W	06-30-20
Lerner, Syd	M/W	06-30-21
Vacancy	F/W	06-30-21
McKee, Elizabeth	F/W	06-20-20
Vacancy	M/W	06-30-20
Vacancy	F/W	06-30-21
Price, Jerred	M/W	06-30-21
Rogers, Markise	M/B	06-30-21
Vacancy	F/B	06-30-20
Keplinger, Emily	F/W	06-30-21
Kesselman, Rachel	F/W	06-30-21
Ulhorn, Grace	F/W	06-30-20
Vacancy	M/W	06-30-21
Wallace, Ann Marie	F/B	06-30-21
Wallace, Paige	F/W	06-30-20

Updated 113021

A resolution to amend the Council FY 22 grant allocations

WHEREAS, the FY 22 Operating Budget included \$2.6 million in funding for the Council's Grants Program with an equal apportionment to the 13 members in the amount of \$200,000; and

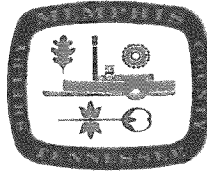
WHEREAS, the Memphis City Council reviewed the applications and allowed presentations by prospective organizations wherein members were able to select individual grant award amounts to the organizations that successfully completed the application process; and

WHEREAS, members of the Council were afforded the opportunity to designate their full FY 22 \$200,000 allotment during the passage of the budget or to hold a portion of their allotment in abeyance with further consideration and distribution of their remaining funds to be decided by resolution at a later date; and

NOW, THEREFORE, BE IT RESOLVED BY THE MEMPHIS CITY COUNCIL that the following request for disbursement(s) of remaining funds be approved as follows:

ORGANIZATION NAME	AMOUNT
Husband Institute	\$5,000
Memphis Area Legal Services	\$5,000
TOTAL	\$10,000

Sponsor:
Edmund Ford, Sr.



Memphis City Council Summary Sheet

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

A Resolution to Appropriate \$500,000.00 of the City of Memphis Division of Police Services CIP Project PD02016, (New) Mount Moriah Station. The amount of \$500,000 to Contract Construction

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

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

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

There is no change to an existing ordinance or resolution.

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

This resolution will impact council district 3.

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

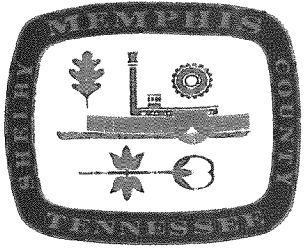
The resolution does not require a new contract or amendments to an existing contract.

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

The resolution requires an expenditure of funds.

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

N/A

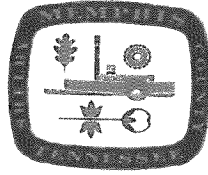


RESOLUTION

WHEREAS, A Resolution is needed to appropriate funds for the City of Memphis Division of Police Services CIP Project PD02016, (New) Mount Moriah Station totaling Five Hundred Thousand Dollars (\$500,000.00); and

WHEREAS, The Five Hundred Thousand Dollars is the FY2022 Adopted Budget Allocation amount in PD02016 for the (New) Mount Moriah Station allocated to Contract Construction of Division of Police;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the Fiscal Year 2022 Capital Improvement Budget be and is hereby amended by appropriating Five Hundred Thousand Dollars (\$500,000) to Contract Construction by General Obligation Bonds for (New) Mount Moriah Station, Project PD02016.



Memphis City Council Summary Sheet

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

Resolution to Appropriate \$382,500 of the City of Memphis Division of Police Services CIP Project PD02018, Violent Crimes Unit (VCU) Renovation. The amount of \$32,500 to Architecture and Engineering, \$250,000 to Contract Construction and \$100,000 to Information Technology will be appropriated.

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

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

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

There is no change to an existing ordinance or resolution.

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

This resolution will impact council district 5.

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

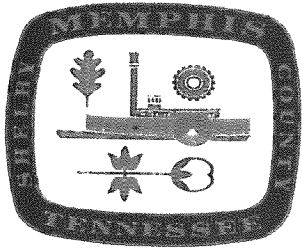
The resolution does not require a new contract or amendments to an existing contract.

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

The resolution requires an expenditure of funds.

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

N/A

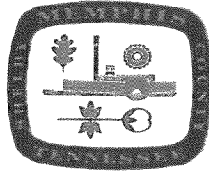


RESOLUTION

WHEREAS, A Resolution is needed to Appropriate funds for the City of Memphis Division of Police Services CIP Project PD02018, Violent Crimes Unit (VCU) Renovation totaling Three Hundred Eighty Two Thousand Five Hundred Dollars (\$382,500.00); and

WHEREAS, The Three Hundred Eighty Two Thousand Five Hundred Dollars is the FY2022 Unappropriated Allocations in PD02018 for the VCU Renovations, with Thirty Two Thousand Five Hundred Dollars (\$32,500) to Architecture and Engineering, Two Hundred Fifty Thousand Dollars (\$250,000) to Contract Construction and One Hundred Thousand Dollars (\$100,000) to Information Technology of Division of Police;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the Fiscal Year 2022 Capital Improvement Budget be and is hereby amended by Appropriating Thirty-Two Thousand Five Hundred Dollars (\$32,500) to Architecture and Engineering, Two Hundred Fifty Thousand Dollars (\$250,000) to Contract Construction and One Hundred Thousand Dollars (\$100,000) to Information Technology by General Obligation Bonds for the Violent Crimes Unit Renovation, Project PD02018.



Memphis City Council Summary Sheet

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

A Resolution to Appropriate \$900,000.00 of the City of Memphis Division of Police Services CIP Project PD04022, In-Car Video. The amount of \$900,000 to Information Technology.

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

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

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

There is no change to an existing ordinance or resolution.

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

This resolution will impact all council districts.

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

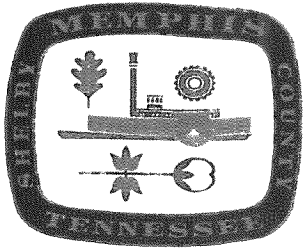
The resolution does not require a new contract or amendments to an existing contract.

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

The resolution requires an expenditure of funds.

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

N/A

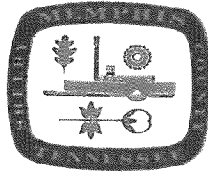


RESOLUTION

WHEREAS, A Resolution is needed to appropriate funds for the City of Memphis Division of Police Services CIP Project PD04022, In-Car Video totaling Nine Hundred Thousand Dollars (\$900,000.00); and

WHEREAS, The Nine Hundred Thousand Dollars is the remainder of Unappropriated Allocations in PD04022 for In-Car Video, with allocations to Information Technology of Division of Police;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the Fiscal Year 2022 Capital Improvement Budget be and is hereby amended by appropriating Nine Hundred Thousand Dollars to Information Technology by General Obligation Bonds In-Car Video, Project PD04022.



Memphis City Council Summary Sheet

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

A Resolution to Appropriate \$330,060.00 of the City of Memphis Division of Police Services CIP Project PD04029, Radio Maintenance Rehab Project. The amount of \$46,060 to Architecture and Engineering, \$54,000 to FF&E and \$230,000 to Information Technology will be appropriated for the Radio Maintenance Rehab Project.

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

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

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

There is no change to an existing ordinance or resolution.

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

This resolution will impact council district 5.

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

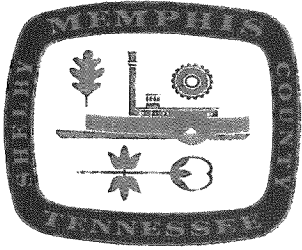
The resolution does not require a new contract or amendments to an existing contract.

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

The resolution requires an expenditure of funds.

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

N/A

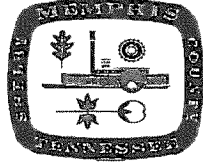


RESOLUTION

WHEREAS, A Resolution is needed to appropriate funds for the City of Memphis Division of Police Services CIP Project PD04029, Radio Maintenance totaling Three Hundred Thirty Thousand Sixty Dollars (\$330,060.00); and

WHEREAS, The Three Hundred Thirty Thousand Sixty Dollars is the FY2022 Unappropriated Allocations in PD04029 for the Radio Maintenance Project, with Forty Six Thousand Sixty Dollars (\$46,060) to Architecture and Engineering, Fifty Four Thousand Dollars (\$54,000) to FF&E and Two Hundred Thirty Thousand Dollars \$ (230,000) to Information Technology of Division of Police;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the Fiscal Year 2022 Capital Improvement Budget be and is hereby amended by appropriating Forty-Six Thousand Sixty Dollars (\$46,060) to Architecture and Engineering, Fifty Four Thousand Dollars (\$54,000) to FF&E and Two Hundred Thirty Thousand Dollars (230,000) to Information Technology by General Obligation Bonds for the Radio Maintenance Rehab, Project PD04029.



Memphis City Council Summary Sheet

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

Grant to support partial salary of GVIP data fellow for two years to collect, analyze, and organize information related to gun violence.

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

GVIP

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

Additional GVIP program staff

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

all

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

Requires grant agreement between the City of Memphis and Everytown for Gun Safety

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

Requires \$90,000 City match over the two year term

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

n/a - this is to hire a grant funded employee for two years

RESOLUTION

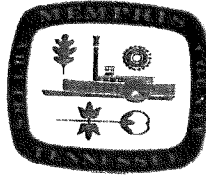
WHEREAS, in 2013, Mayors Against Illegal Guns and Moms Demand Action for Gun Sense in America came together to tackle the shared goal of ending gun violence; since then, they combined the best minds in research, policy, litigation, advocacy, and grassroots organizing to grow Everytown for Gun Safety (Everytown) into a movement of over 6 million supporters; and

WHEREAS, Everytown's support and assistance connecting the City of Memphis to evidence based, best practice technical assistance providers have been critical to launching our Group Violence Intervention Program (GVIP); and

WHEREAS, Everytown is making grant funds available to the City of Memphis to expand GVIP through the hiring of a Gun Violence Data Fellow dedicated to collecting, organizing, analyzing, and interpreting data related to gun violence including homicides, shootings, aggravated assaults, shots fired, gun arrests, and officer involved shootings; and

WHEREAS, Everytown is providing a grant of \$100,000 over two years; the City of Memphis will match this grant with \$90,000 in local funds including salary support, office space, and equipment over this two-year period.

NOW, THEREFORE BE IT RESOLVED BY THE MEMPHISCITY COUNCIL, that the FY22 Operating Budget (Executive GVIP) is amended to accept \$100,000 in grant funds to support hiring a Gun Violence Data Fellow for a period of two-years.



Memphis City Council Summary Sheet

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

This is a Resolution approving the Lease Amendment Agreement between the Memphis and Shelby County Port Commission and Memphis Industrial Scrap Recycling, LLC as approved by the EDGE Port Board on 8/18/2021.

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

Memphis and Shelby County Port Commission

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

This is a change to an existing ordinance or resolution.

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

Council District 6 and Super district 8

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

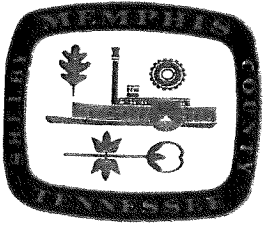
amends an existing contract.

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

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

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

N/A



A Resolution approving lease amendment with Memphis Industrial Scrap Recycling, LLC.

WHEREAS, The Port Commission along with the City, the County and Memphis Industrial Scrap Recycling, LLC (“MISR”) entered into a real property lease for 2220 Channel Avenue, Memphis, Tennessee 38109 (corner of Wharf St. and Channel Avenue in the President’s Island Industrial Park) on March 1, 2018 for use as a scrap metal process facility; and

WHEREAS, MISR has proposed the First Lease Amendment (“Amendment”) to the Port Commission for approval; and

WHEREAS, The Amendment will extend the term of the Lease until February 28, 2027 and provide for three five-year option periods that could extend the Lease term until 2042 with three percent (3%) rent increases every two years of the term. In addition, the Amendment modifies the environmental clause to clarify specific responsibilities and includes covenants restricting certain activities on the Leased Premises, as defined in the Lease; and

WHEREAS, The Board of Commissioners of EDGE on behalf of The Memphis and Shelby County Port Commission approved the Lease amendment at its meeting of August 18, 2021; and

WHEREAS, said proposed Lease Amendment is in the best interests of the Memphis and Shelby County Port Commission and promotes the economic development of the Industrial Subdivision and the community.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF MEMPHIS, on recommendation of the Memphis and Shelby County Port Commission, that the proposed Lease Amendment with Memphis Industrial Scrap Recycling, LLC. is hereby approved.

BE IT FURTHER RESOLVED, By the Council of the City of Memphis that the appropriate officials of the City of Memphis be hereby authorized to execute same.

BE IT FURTHER RESOLVED, that this action is subject to concurrence by Shelby County.



ECONOMIC DEVELOPMENT
GROWTH ENGINE



**EDGE RESOLUTION ON BEHALF OF THE MEMPHIS AND SHELBY COUNTY
PORT COMMISSION AUTHORIZING THE SUBLEASE AND ULTIMATE
ASSIGNMENT OF THE MEMPHIS INDUSTRIAL SCRAP RECYCLING, LLC LEASE
TO SCHNITZER COLUMBUS RECYCLING, LLC AND THE AMENDMENT OF THE
LEASE**

WHEREAS, the Mayors and legislative bodies of the City of Memphis and County of Shelby, Tennessee entered into a Joint Resolution in January 2011 to unite the economic development programs by establishing a new entity called the Economic Development Growth Engine Industrial Development Board of the City of Memphis and County of Shelby, Tennessee (the "EDGE");

WHEREAS, the purpose of EDGE is to increase efficiency, effectiveness and impact of existing programs by leading and coordinating the economic development initiatives for the entities affiliated with EDGE, including the Port Commission;

WHEREAS, in accordance with the terms and provisions of the certain service agreement dated as of January 1, 2013, by and between the EDGE and the Port Commission, EDGE is directed to provide "common management to" the Port Commission. Included in the "common management" was the vesting of the right of governance to EDGE;

WHEREAS, Memphis Industrial Scrap Recycling, LLC ("MISR") entered into a real property lease for 2220 Channel Avenue, Memphis, Tennessee 38109 (corner of Wharf St. and Channel Avenue in the President's Island Industrial Park) on March 1, 2018 for use as a scrap metal process facility ("Lease");

WHEREAS, the Lease requires the consent of the Port Commission to approve any sublease or assignment of the Lease and for the Port Commission, City of Memphis ("City") and County of Shelby, Tennessee ("County") to approve any amendment of the Lease ("Sublease and Assignment");

WHEREAS, MISR has requested to be allowed to enter into a short-term sublease with Schnitzer Columbus Recycling, LLC, a Delaware limited liability company ("Schnitzer") with the ultimate assignment of the Lease to Schnitzer after the proposed amendment of the Lease is processed for approval by the City and County.

WHEREAS, MISR and Schnitzer have proposed the attached Estoppel Certificate and Consent to Sublease and Assignment of Lease ("Sublease and Assignment") and the First Lease Amendment ("Amendment") to the Port Commission for approval in support of the proposed transaction (collectively "Transaction Documents").

WHEREAS, the Amendment will extend the term of the Lease until February 28, 2027 and provide for three five-year option periods that could extend the Lease term until 2042 with three percent (3%) rent increases every two years of the term. In addition, the Amendment modifies the environmental clause to clarify specific responsibilities and includes covenants restricting certain activities on the Leased Premises, as defined in the Lease.

WHEREAS, the Port Commission desires to authorize the Sublease and Assignment to Schnitzer and to authorize the Amendment with Schnitzer and to authorize Port Commission staff to prepare, execute and submit all documents necessary to facilitate the Transaction Documents;

WHEREAS, the Port Commission desires to propose that the Amendment be approved by the City and County.

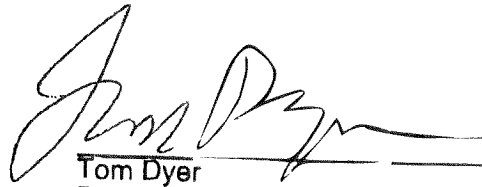
NOW, THEREFORE BE IT RESOLVED BY EDGE ON BEHALF OF THE MEMPHIS AND SHELBY COUNTY PORT COMMISSION, THAT:

A. The Port Commission approves the Sublease and ultimate assignment of the Lease to Schnitzer and the Amendment with Schnitzer. The Port Commission is hereby authorized to execute and deliver the Transaction Documents and all certificates, instruments and documents required in connection therewith.

B. The Port staff is hereby directed to take all necessary actions to execute and deliver the Transaction Documents.

C. The Port Commission hereby recommends that the City and County approve the execution of the Amendment.

D. The President and any other officer of the Port Commission are authorized to execute any and all documents related to approvals contained herein including, but not limited to the Transaction Documents.



Tom Dyer
Port Commission Chairman

Approved: August 18, 2021

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement") made and entered into as of this 18th day of June, 2018, by and among the **MEMPHIS AND SHELBY COUNTY PORT COMMISSION**, an organization created by Chapters 500 and 529 of the Private Acts of Tennessee of 1947, as amended (the "Port Commission"), **THE CITY OF MEMPHIS**, a municipal corporation organized under the laws of the State of Tennessee, and **THE COUNTY OF SHELBY**, one of the counties of the State of Tennessee ("Lessors") and **MEMPHIS INDUSTRIAL SCRAP RECYCLING, LLC**, a Tennessee limited liability company ("Lessee").

WITNESSETH:

WHEREAS, the Lessors are the owners of certain lands situated in the Port Commission's Industrial Subdivision on Presidents Island in the City of Memphis which lands include the premises described on Exhibit A attached hereto, together with the one-story metal building thereon (the "Leased Premises"); and

WHEREAS, Lessee desires to lease the Leased Premises for the use and purposes and for the rental and upon the terms and conditions hereinafter set forth:

NOW THEREFORE, in consideration of the premises, the mutual advantage accruing each to the other and for good and valuable consideration, the adequacy of which and the receipt of which the parties hereto acknowledge from the other, the parties, intending to be legally bound, agree as follows:

1. Term. The term of this Agreement shall commence on March 1, 2018 (the "Effective Date") and shall be for an initial period of two (2) years. If not in default, Lessee, upon approval by Lessors, shall have the option of renewing this Agreement for two (2) additional, successive terms of two (2) year each by giving notice of the exercise of each such renewal to Lessors not less than six (6) months prior to the expiration of the then current lease term, but subject to the rental adjustment provisions of Paragraph 2(a) below.

2. Rental.

(a) The rental for the period from March 1, 2018 through February 29, 2020 shall be **One Hundred Thousand, Four Hundred and Fifty-Four and 32/100 Dollars (\$100,454.32)** per year, which sum is to be paid in monthly installments of **Eight Thousand, Three Hundred and Seventy-One and 19/100 Dollars (\$8,371.19)**. Monthly rental shall be due and payable on the first day of each month beginning March 1, 2018, and for the remainder of the lease period. After the initial lease period, the annual rental rate shall be increased by three percent (3%) of the then current amount at the beginning of any option Term and every two (2) years during any option term. Unless advised to the contrary in writing, Lessee shall make all rental payments to the Memphis and Shelby County Port commission, 1115 Riverside Boulevard, Memphis, Tennessee 38106-2504.

(b) The Lessee hereby agrees to be responsible for any and all property taxes and/or special assessments which are now assessed or hereafter assessed against the Leased Premises or any improvements hereafter installed by Lessee on the Leased Premises during the term of this Agreement and any extended terms thereof. It is specifically recognized and agreed that in the event property taxes and/or special assessments are not specifically assessed against the Leased Premises, then Lessee will be responsible only for the pro-rata share of the assessment based on the percentage the Leased Premises bares

to the entirety of the assessed area.

(c) Lessee shall pay for all necessary utility services and all other services and installations to the Leased Premises required for its use of the premises. Lessee at its expense shall promptly make and pay for all necessary repairs and replacements to the Leased Premises whether interior, exterior, or underground, ordinary or extraordinary, or structural or non-structural, including the reimbursement to Lessors or its tenants for fence damage or other damages due to its activities on the Leased Premises. The Lessee shall at all times during the lease term, at its expense, put and maintain in thorough repair and in good and safe condition all improvements on the Leased Premises and equipment and appurtenances, both inside, outside and underground, structural and non-structural, extraordinary and ordinary, however the necessity or desirability for repairs may occur and regardless of whether necessitated by wear, tear, obsolescence, or defects, latent or otherwise. The quality and class of all repairs and replacements shall be equal to that of the original work and Lessee shall maintain the Leased Premises in good repair and in at least as good as condition as that in which they were delivered, normal wear and tear resulting from activities unassociated with Lessee's activities excepted. Lessee shall, at the expiration or earlier termination of this Agreement, surrender the Leased Premises in at least as good as condition as that in which they were delivered, normal wear and tear resulting from activities unassociated with Lessee's activities excepted.

3. Grant and Lease. The Lessors do hereby grant, demise and lease unto the said Lessee the Leased Premises owned, controlled or to which the Lessors are authorized to lease to third parties and described on Exhibit A attached, situated in the City of Memphis, County of Shelby, State of Tennessee in its "as is, where is" condition and "with all faults."

4. Improvements and Usage.

(a) Lessors do not make any warranties or representations of any nature as to the condition of the present or future improvements on the Leased Premises. All improvements which are desired by Lessee and made upon the premises subsequent to the date of this Agreement shall be installed and maintained at Lessee's expense. Other than the processing of industrial scrap operations contemplated by this Agreement, no alteration, addition or improvement to the Leased Premises shall be made by the Lessee without the written consent of the Lessors. Lessee shall maintain all of the improvements now on the Leased Premises and return them to Lessors at the termination of this Agreement or any extensions thereof (but only to the extent such improvements constitute Lessee's Property (as hereinafter defined)), in good condition, reasonable wear and tear and damage by fire, unless caused by Lessee's negligence, or elements or Acts of God, excepted. Notwithstanding anything herein to the contrary, Lessee shall have the right to remove any alterations or improvements which are Lessee's Property (as hereinafter defined) upon expiration or earlier termination of this Agreement, so long as Lessee repairs any damage resulting to the Leased Premises from the removal of such alterations and/or improvements, if any, subject to normal wear and tear. For purposes of this Agreement, the term "Lessee's Property" shall mean all office furniture and equipment, movable partitions, communications equipment, signage, inventory, trailers, scales and other articles of personal property owned or leased by Lessee and located in or at the Leased Premises.

(b) Any alterations, additions or improvements to the Leased Premises shall be made only in compliance with the laws and ordinances of the City of Memphis, County of Shelby, State of Tennessee and the United States of America.

(c) The parties agree that the Leased Premises are to be used only for processing of industrial scrap operations and related business activities, all such uses must be allowable under applicable

zoning ordinances. Also, said Leased Premises shall be maintained at all times in a condition commensurate with generally acceptable standards of maintenance for such use.

(d) Plans for any construction of facilities and improvements, to include landscaping, shall be subject to the reasonable approval of the Port Commission, prior to application for a construction permit.

5. Signage. No sign of any type will be placed on any portion of the Leased Premises without the express written consent of the Port Commission regarding the size, general design and placement of said sign. Any such signs shall be used exclusively by Lessee to advertise Lessee's own business. Upon the expiration of this Agreement or any extension thereof, Lessee, at Lessee's expense, shall remove all signs placed or erected on the said Leased Premises during the term of this Agreement, and repair all damage to the Leased Premises due to the erection and subsequent removal of same.

6. Transfer. Lessee may not sell, transfer, or assign this Agreement or any interest of Lessee hereunder or sublease the whole or part of the Leased Premises to any person or entity without the prior written approval of the Port Commission. Any transfer or assignment of this Agreement or any interest hereunder or subleasing shall be subject to the terms of this Agreement and not relieve the Lessee of its liability for payment of the rent or performance of any covenant or other obligation imposed upon Lessee by this Agreement.

7. Indemnity. Lessee shall indemnify, protect and keep and save harmless the charges, Lessors against all liability, loss, costs, damage, expense, or penalty sustained by Lessors, including attorney fees, and other expenses of litigation arising out of the occurrence of any of the following events, but only to the extent that such event occurs from and after the Effective Date:

(a) For any violation of any law or regulation of the United States, the State of Tennessee, or any of the local laws, county and city, if occasioned by the neglect and fault of Lessee or those holding or occupying under Lessee.

(b) Arising out of, or directly or indirectly due to, any accident or other occurrence causing injury to any person or persons (including death) or property resulting from the use, occupancy, maintenance, or repair of the Leased Premises or any part thereof, by Lessee or by any person or persons holding or occupying under or employed by Lessee.

(c) On account of or through the use, occupancy, maintenance, or repair of the Leased Premises or improvements, or any part thereof by Lessee or by any other person or persons holding or occupying under or employed by Lessee for any purposes inconsistent with the provisions of this Agreement.

(d) Against all liens and charges of any and every nature that may be established against the Leased Premises or any improvements thereon or any part thereof as a consequence, direct or indirect, of any act or omission of Lessee or any person or persons holding or occupying under or employed by Lessee or as a consequence, direct or indirect, of the existence of Lessee's interest under this Agreement.

(e) On account of Lessee's failure to comply with its obligations under paragraph 18 herein including the Applicable Environmental Laws.

(f) Lessors shall not be responsible for any damage occasioned by Lessee; for loss of profits, lack of accessibility to Leased Premises, to equipment or otherwise, by any action of the Mississippi River or its backwaters, including flood, except as otherwise provided herein.

8. Condemnation.

(a) If the whole of the Leased Premises, or such portion thereof as will render the premises unsuitable for the purposes herein leased, is taken or condemned for any public use or purpose by any legally constituted authority, then in either of such events, this Agreement shall cease from the time when possession was taken by such public authority and rents shall be accounted for between Lessors and Lessee, as of such date. Such termination shall be without prejudice to the rights of either Lessors or Lessee to recover compensation for any loss or damage caused by such condemnation. Neither Lessors nor Lessee shall have any right in or to any award made to the other by the condemning authority.

(b) In the event that the Leased Premises demised, or any part thereof, are partially taken or condemned for any public use or purpose by any legally constituted authority, but not thereby rendered unsuitable for the purposes for which leased, then, Lessee may elect (i) to terminate this Agreement in which event this Agreement shall be of no further force or effect, or (ii) to continue this Agreement, in which event Lessee shall receive a fair and proper abatement or pro rata adjustment of rental from and after the time when possession was taken by such public authority.

9. Lessor's Use of Leased Premises. If Lessors need any portion of the Leased Premises in connection with the development, operation, management and control of any of the properties under the jurisdiction of the Port Commission prior to the termination of this Agreement, any portion of the Leased Premises so required shall, upon sixty (60) days written notice to Lessee, be surrendered by the Lessee and Lessee may elect (i) to terminate this Agreement in which event this Agreement shall be of no further force or effect, or (ii) to continue this Agreement, in which event Lessee shall receive a fair and proper abatement or pro rata adjustment of rental from and after the time when possession was taken by Lessors. If such surrender to Lessors occurs, Lessors shall pay Lessee the fair market value of any unharvested crops located on the Leased Premises and planted by Lessee during the current year only and, upon such payment, all such unharvested crops shall become the property of Lessors.

10. Insurance.

(a) Lessee at its own risk and expense, during the period of this Agreement or any extended term of this Agreement, shall provide commercial general liability insurance in the minimum amount of **FIVE MILLION (\$5,000,000.00) DOLLARS** combined single limits covering property damage and bodily injury with the MEMPHIS AND SHELBY COUNTY PORT COMMISSION, THE CITY OF MEMPHIS, and THE COUNTY OF SHELBY and ECONOMIC DEVELOPMENT GROWTH ENGINE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF MEMPHIS AND COUNTY OF SHELBY, TENNESSEE named as additional insureds. This policy will fully protect Lessors from any and all claims for damages to property or persons, including death, which may arise from Lessee's or sublessee's operations on the Leased Premises or adjacent thereto, whether such operations are by Lessee or by anyone directly or indirectly employed or licensed by Lessee or acting under Lessee's authority or orders. Further, this policy shall be written with insurance companies reasonably satisfactory to the Port Commission. Should any of the above described policies be canceled before the expiration date thereof, the Lessee will mail thirty (30) days written notice to Lessors and subrogation is waived against Lessors.

(b) At least five (5) days prior to the Effective Date, the Lessee shall deliver to Lessors certificates of insurance which satisfy the conditions of sub-paragraph (a) of this paragraph and which certifies that such insurance is in full force and effect.

(c) At least thirty (30) days prior to the expiration of any policy of insurance the Lessee is obligated to carry under this Agreement, the Lessee shall furnish a certificate of insurance to the Lessors renewing each such policy. Each policy and/or certificate of insurance shall provide for at least thirty (30) days' notice to the Lessors of any material change in coverage or cancellation thereof. Lessee shall promptly deliver to Lessors a certificate from the insurance carrier evidencing each renewal of the policy and payment of the premium.

(d) Lessors may at any time upon reasonable notice and at principal office where such items are normally maintained, review and inspect pertinent sections of all required policies under this Agreement.

11. Inspections. Lessors reserve the right to enter, by their duly appointed agents, at reasonable times, and with prior written notice (except in the case of an emergency situation in which case no notice is required), for the purpose of inspection of the Leased Premises covered by this Agreement, and for the purpose of maintaining said Leased Premises, provided, however, this paragraph shall not affect Lessee's obligations under this Agreement. This Agreement is subject to any existing easements or uses of record in the Register's Office of Shelby County, Tennessee, and the rights of ingress and egress are reserved for the holders of those easements.

12. Default. In case Lessee, during the term of this Agreement shall cause a default hereunder by committing one or more of the following:

- (a) file a voluntary petition in bankruptcy or if proceedings be instituted by anyone to adjudge Lessee a bankrupt; or
- (b) make an assignment for the benefit of creditors; or
- (c) be adjudicated a bankrupt; or
- (d) be declared insolvent; or
- (e) abandon the Leased Premises; or
- (f) fail to perform any material part of this Agreement including the payment of rent heretofore agreed following 60 days prior written notice from Lessors;

and such default continues for fifteen (15) days after the Port Commission has given written notice of such default to Lessee, then and thenceforth, in any of said events, the Port Commission at its option has the right to cancel this Agreement and accelerate any payments due hereunder or the Port Commission may re-enter and resume possession of same and may at its option relet the Leased Premises as agent of Lessee but in the name of Lessors and receive rent therefore applying the same, first, to the payment of expenses to which it may be put in re-entering and reletting and then to payment of rent due by these presents, the remainder, if any, to be paid over to Lessee, who shall be liable for any deficiency, the execution of a new

lease for the same premises being permitted without terminating Lessee's liability or obligation hereunder, such liability to survive.

13. Interest. Any rent or other sum (including taxes) payable to Lessors by Lessee under the terms of this Agreement which Lessee does not pay within ten (10) days of the date it becomes due and owing shall bear interest in favor of Lessors from the due date at the rate of ten percent (10%) per annum cumulative (or at such lesser rate as shall constitute the maximum lawful rate permitted in the State of Tennessee) from time to time until paid.

14. Payment. No payment by Lessee, or acceptance by Lessors, of a lesser amount of rent than shall be due from Lessee to Lessors shall be treated otherwise than as a payment on account. The acceptance by Lessors of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check that such lesser amount shall constitute payment in full, shall be given no effect and Lessors may accept such payment without prejudice to any other rights or remedies which Lessors may have against Lessee. Any payment, however designated, may be accepted by Lessors and applied against any part of Lessee's then existing and then due rent obligations, and Lessors may apply such payment against any sum then due or may retain such payment (without interest) as a credit against Lessee's accruing future obligations.

15. Possession; Quiet Enjoyment. So long as Lessee is not in default of this Agreement under Section 12, Landlord covenants that Lessee shall and may, at all times during the term of this Agreement, peaceable and quietly have, hold, occupy, and enjoy the Leased Premises subject to the terms of this Agreement.

16. Rights. The right in the Lessors to terminate this Agreement as herein set forth is in addition to and not in exhaustion of such rights that the Lessors have or causes of action that may accrue to the Lessors because of the Lessee's failure to fulfill, perform or observe the obligations, agreements or covenants of this Agreement, and the exercise or pursuit by the Lessors of any of the rights or causes of action accruing hereunder shall not be in exhaustion of such other rights or causes of action that the Lessors might otherwise have.

17. Waivers. It is hereby covenanted and agreed that no waiver of a breach of any of the covenants of this Agreement shall be construed to be a waiver of any succeeding breach of the same or any other covenant.

18. Collection Costs. Lessee agrees to pay all reasonable costs of collection, including reasonable attorney's fees, if all or any part of the rent reserved herein is collected after maturity with the aid of an attorney; also, Lessee agrees to pay reasonable attorney fees in the event that it becomes necessary for Lessors to employ an attorney to enforce any of the covenants, obligations or conditions imposed in this Agreement.

19. Compliance with Laws. The Lessee shall comply with and cause to be complied with, all applicable statutes, regulations, ordinances and other requirements of any government, whether federal, state or local, as amended from time to time, relating to the property and the use thereof or any part thereof, including, without limitation, 42 U.S.C. § 9601 *et seq.*, 42 U.S.C. § 6901 *et seq.*, 33 U.S.C. § 1251 *et seq.*, T.C.A. § 68-212-201 *et seq.*, T.C.A. § 68-212-101 *et seq.*, T.C.A. § 68-215-101 *et seq.*, T.C.A. § 69-3-101 *et seq.*, and all other applicable federal, state and local health or environmental statutes and regulations. Lessee shall also comply with all restrictive covenants and other such restrictions of record and shall meet

and comply with all requirements of federal and state common law, *e.g.* statutes and regulations and the applicable environmental common law together are referred to herein as the "Applicable Environmental Laws". Lessee covenants that all reporting requirements of all Applicable Environmental Laws shall be complied with and all spills shall be cleaned and removed in a manner in compliance with the Applicable Environmental Laws even if Lessee is no longer in possession of the Leased Premises under the lease. Within sixty (60) days of the expiration of the Term or any option extensions, Lessee shall produce, at its costs, a Phase I report that Lessor may rely upon that shows no recognized environmental conditions. If Lessee cannot produce a Phase I report without any noted recognized environmental conditions, Lessee shall undertake all necessary testing and remediation until said Phase I can be produced.

20. Notices. Until further notice of change of address, any notice in writing given under this Agreement shall be sufficient if sent by mail, postage prepaid, and addressed as follows:

Lessors: Chairman
Memphis and Shelby County Port Commission
1115 Riverside Blvd.
Memphis, Tennessee 38106-2504

Lessee: Attn: Jerry Frost, President
Memphis Industrial Scrap Recycling, LLC
P.O. Box 8670
Columbus, Mississippi 39705

21. Choice of Law and Venue. It is specifically agreed between the parties that this contract and the enforcement of any of the provisions thereof shall be construed and enforced in accordance with the laws of the State of Tennessee. Any action brought to enforce the terms of this Agreement shall be brought in the appropriate state court in Shelby County, Tennessee.

22. Entire Agreement. This writing constitutes the entire agreement by and between the parties and no renewal, extension or amendment of this Agreement shall be binding unless in writing and signed by all of the parties hereto.

23. Binding Nature. This Agreement shall be binding upon the heirs, executors, administrators and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers or officials, duly authorized so to do, on the day and year indicated below.

[SIGNATURE PAGES TO FOLLOW]

ATTEST:

[Signature]
Secretary-Treasurer

LESSOR:
MEMPHIS AND SHELBY COUNTY PORT
COMMISSION

By: [Signature]
Chairman

APPROVED AS TO FORM:

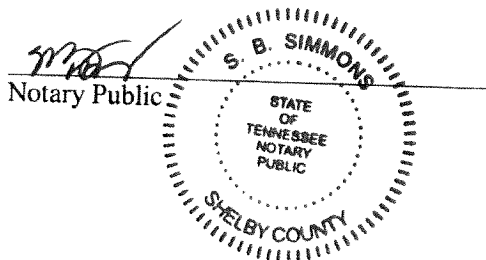
[Signature]
Port Commission Attorney

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a notary public within and for said state and county, at Memphis, Tennessee, duly commissioned and qualified, personally appeared **JOHNNY B. MOORE, JR.**, with whom I am personally acquainted, and who upon oath acknowledged himself to be the Chairman of the Memphis and Shelby County Port Commission, created by Chapters 500 and 529 of the Private Acts of Tennessee of 1947, as amended, and that he as such chairman being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Memphis and Shelby County Port Commission by himself as chairman.

WITNESS my hand and seal of office at Memphis, Tennessee, this the 15th day of March, 2018.

My commission expires May 30, 2021



ATTEST:

Valerie C. Supis
City Comptroller

LESSOR:
CITY OF MEMPHIS

By: [Signature]
Jim Strickland, Mayor

APPROVED AS TO FORM:

[Signature]
City Attorney

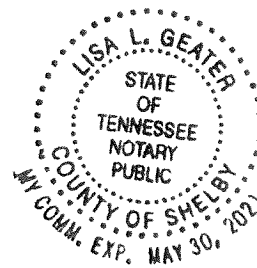
STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a notary public within and for said state and county, at Memphis, Tennessee, duly commissioned and qualified, personally appeared **JIM STRICKLAND**, and with whom I am personally acquainted, and who upon oath acknowledged himself to be the Mayor of the City of Memphis, a municipal corporation of the State of Tennessee, and that he as mayor being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the municipal corporation by himself as mayor thereof.

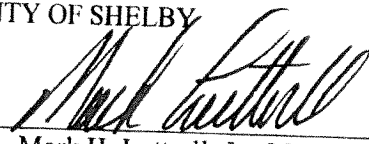
WITNESS my hand and seal of office at Memphis, Tennessee, this the 31st day of May, 2018

Lisa L. Geater
Notary Public


My commission expires: 5.30.21



LESSOR:
COUNTY OF SHELBY

By: 
Mark H. Luttrell, Jr., Mayor

APPROVED AS TO FORM
AND LEGALITY:


Contract Administrator
Assistant County Attorney

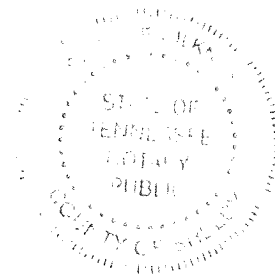
STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a notary public within and for said state and county, at Memphis, Tennessee, duly commissioned and qualified, personally appeared **MARK H. LUTTRELL, JR.**, with whom I am personally acquainted, and who upon oath acknowledged himself to be the Mayor of the County of Shelby, State of Tennessee, and that he as such mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of Shelby County by himself as mayor thereof.

WITNESS my hand and seal of office at Memphis, Tennessee, this the 18th day of June, 2018.


Notary Public

My commission expires: My Commission Expires May 11, 2019



LESSEE:
Memphis Industrial Scrap Recycling, LLC

By: [Signature]
Jerry Frost
Its: President

STATE OF MISSISSIPPI

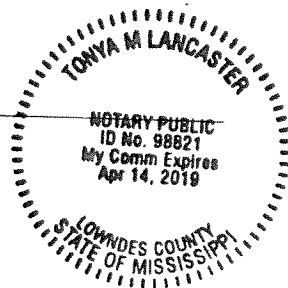
COUNTY OF Lowndes

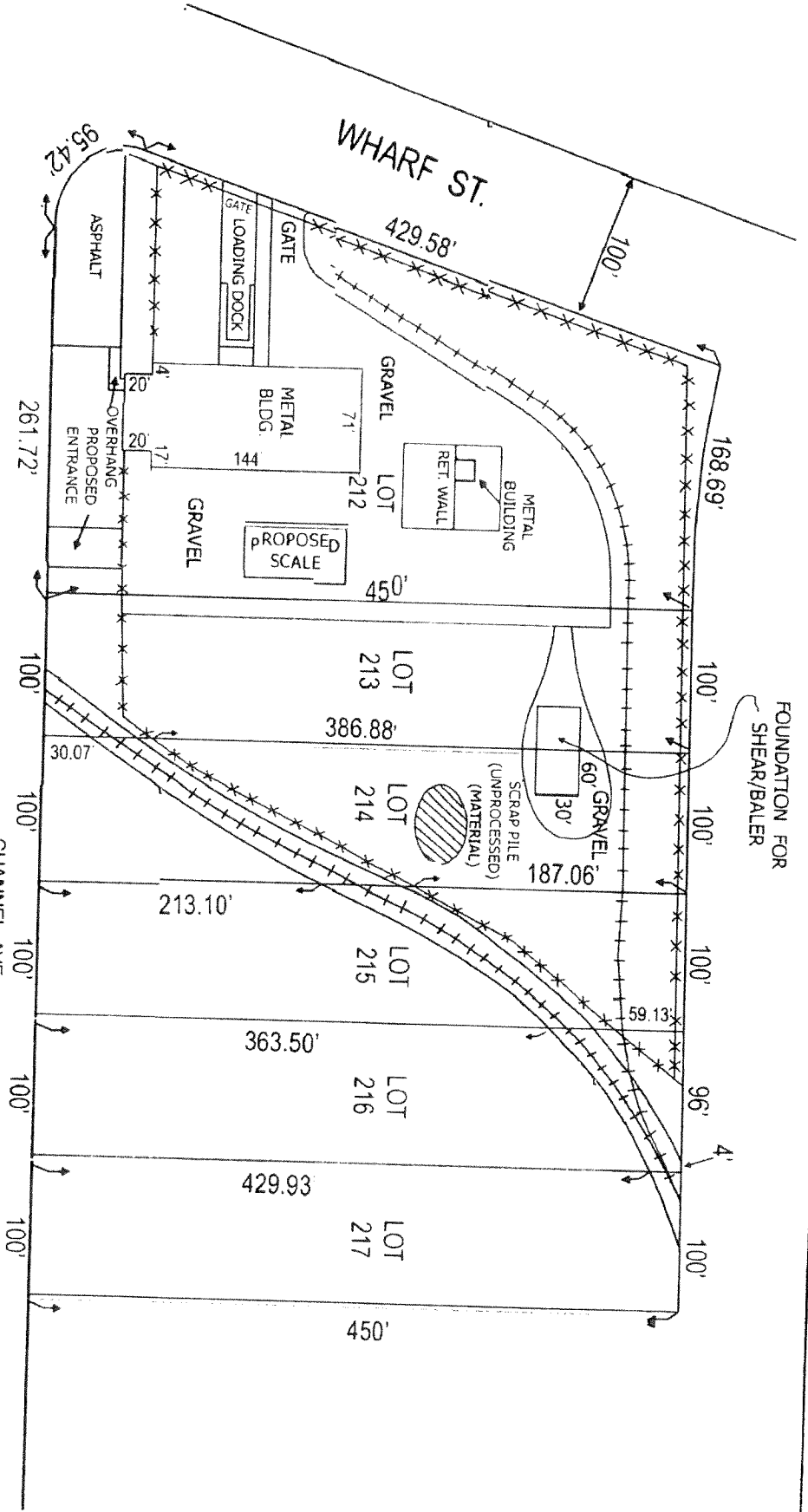
Before me, a notary public within and for said state and county, duly commissioned and qualified, personally appeared **Jerry Frost** with whom I am personally acquainted, and who upon oath acknowledged himself to be President of **Memphis Industrial Scrap Recycling, LLC**, a Mississippi limited liability company and that he as president being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as president.

2018. WITNESS my hand and seal of office at Columbus, MS, this 7th day of March,

[Signature]
Notary Public

My commission expires:





PROPERTY IS LOT 212 & 213 & PARTS OF LOTS 214, 215 & 216, 1ST ADDN. TO MEMPHIS AND SHELBY COUNTY PORT COMMISSION INDUSTRIAL SUBD.

W. H. PORTER & CO., INC.

**Memphis Industrial
Scrap Recycling, LLC.**
5.045 Acres
2220 Channel Ave.

SHEET No. 1 of 1

SCALE 1" = 100'

Exhibit A
Leased Property

[INSERT LEGAL DESCRIPTION]

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (this "*Agreement*") is made by and among **MEMPHIS AND SHELBY COUNTY PORT COMMISSION**, an organization created by Chapters 500 and 529 of the Private Acts of Tennessee of 1947, as amended (the "*Port Commission*"), **THE CITY OF MEMPHIS**, a municipal corporation organized under the laws of the State of Tennessee (the "*City*"), **THE COUNTY OF SHELBY**, one of the counties of the State of Tennessee (the "*County*" and, together with the City and the Port Commission, "*Lessor*"), and **MEMPHIS INDUSTRIAL SCRAP RECYCLING, LLC**, a Tennessee limited liability company ("*Lessee*"), and is effective as of the date of full execution by all parties hereto.

RECITALS:

WHEREAS, Lessor and Lessee are parties to that certain Lease Agreement dated as of June 18, 2018 (the "*Lease*"), whereby Lessee leased from Lessor the premises located at 2220 Channel Avenue, Memphis, Tennessee 38109 (the "*Premises*"), as more particularly described in the Lease; and

WHEREAS, Lessor and Lessee desire to amend the Lease to make certain changes to the Lease, upon the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the foregoing recitals which by this reference are incorporated herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby agree as follows:

1. Amendment. The parties hereby agree to amend the Lease from and after the date hereof as follows:

a. The term of the Lease is hereby extended for a period of three (3) years, commencing on March 1, 2024 and expiring February 28, 2027. Such extension shall be on the same terms and conditions as set forth in the Lease except that, commencing March 1, 2022, fixed monthly base rent shall be \$8,881.00, subject to adjustment every two (2) years as provided below. The Lease may be further renewed on the same terms and conditions for three (3) additional periods of five (5) years each, by Assignee providing written notice of such election to Lessor not less than six (6) months prior to the expiration of the then-current lease term, provided that there is no default under the Lease beyond all applicable notice and cure periods, and provided further that fixed monthly base rent during the initial extension period ending February 28, 2027 and during any further renewal periods shall be increased by three percent (3%) of the then-current amount every two (2) years on March 1, commencing with March 1, 2024.

b. Section 19 of the Lease is hereby deleted in its entirety and replaced with the following:

"19. Compliance with Laws.

(a) The Lessee shall comply with, and cause to be complied with, all applicable statutes, regulations, ordinances and other requirements of any government, whether federal, state or local, as amended from time to time, relating to the property and the use thereof or any part thereof, including, without limitation, 42 U.S.C. §9601 *et seq.*, 42 U.S.C. §6901 *et seq.*, 33 U.S.C. §1251 *et*

seq., T.C.A. §68-212-201 *et seq.*, T.C.A. §68-212-101 *et seq.*, T.C.A. §68-215-101 *et seq.*, T.C.A. §69-3-101 *et seq.*, and all other applicable federal, state and local health or environmental statutes and regulations ("**Applicable Environmental Laws**").

(b) Lessee agrees that it shall not conduct any of the following activities on the Leased Premises:

(i) Process batteries; provided, however, Lessee may remove batteries from motor vehicles and otherwise collect batteries in general, and package and ship the same to others for processing, and such activities shall not be considered the processing of batteries in violation of this subsection;

(ii) Process any asbestos-containing materials;

(iii) Install any underground storage tank and any above-ground storage with capacity in excess of 100 gallons, without obtaining Lessor's prior written consent in each instance;

(iv) Process any motor vehicles on the Leased Premises without first causing all fluids to be drained and either disposed of or recycled with a licensed disposal facility, all in compliance with all Applicable Environmental Laws. Additionally, Lessee shall not accumulate in excess of 100 tires in uncovered storage areas. If motor vehicle processing is conducted on the Lease Premises, Lessee shall provide Lessor with copies of any fluid disposal manifests associated with motor vehicle processing on an annual basis; or

(v) Process mercury-containing devices; provided, however, segregation of mercury switches for proper storage and disposal shall not be considered processing in violation of this subsection.

Additionally, Lessee must provide appropriately sized secondary containment structures for all oil, diesel, and gas tanks, drums and totes used on the Leased Premises.

Lessee shall provide Lessor with copies of any environmental permit applications and notices submitted by Lessee to any governmental agency or authority or received from any governmental agency or authority in connection with Lessee's activities on the Leased Premises.

(c) Lessee shall remediate any spills of hazardous substances in a manner in compliance with all Applicable Environmental Laws even if Lessee is no longer in possession of the Leased Premises under the Lease. Within sixty (60) days after the expiration of the term of the Lease (or any option extensions), Lessee shall provide Lessor with an environmental site assessment that Lessor may rely upon with shall indicate no recognized environmental conditions on the Leased Premises. If the assessment does indicate the presence of any recognized environmental conditions originating on the Leased Premises, Lessee shall cause the same to be remediated in accordance with all Applicable Environmental Laws. Any remediation required under this subsection (c) shall be performed to standards applicable to industrial use (and not residential use) of the Premises and utilizing risk assessment methodologies and reasonable use controls on the Premises and Lessee shall have no obligation to remediate any condition (i) occurring prior to the Effective Date or (ii) occurring after this Lease has expired and is not caused by Lessee."

2. Miscellaneous.

a. Authority. Each party hereto represents and warrants to the other parties that the individual executing this Agreement on behalf of such party is authorized to do so.

b. Effectiveness. This Agreement shall be effective upon the full execution and delivery of this Agreement by all parties hereto.

c. Captions. The captions appearing at the beginning of each of the Sections and sub-paragraphs of this Agreement are for reference only and are not to be considered a part of this Agreement.

d. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State where the Premises is located.

e. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

f. Reaffirmation. As amended hereby, the Lease shall remain in full force and effect.

g. Conflicts. In case of any conflict between any term or provision of this Agreement and the Lease, the term or provision of this Agreement shall govern.

h. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one agreement.

i. E-Mail Delivery. Delivery of executed copies of this Agreement by e-mail shall constitute valid and binding delivery of this Agreement. Any party delivering executed copies of this Agreement by e-mail shall concurrently send an original executed Agreement to the other party hereto; but failure to do so shall not affect the validity of the e-mail copy.

[Signature pages follow]

IN WITNESS WHEREOF, Lessee and Lessors have duly executed this Amendment as of the day and year first written above.

LESSORS:

MEMPHIS AND SHELBY COUNTY PORT COMMISSION

By: *Stunt Dyer*

Title: Port Commission Chairman

ATTEST:

Florence Jones
Secretary

APPROVED AS TO FORM:

[Signature]
Port Commission Attorney

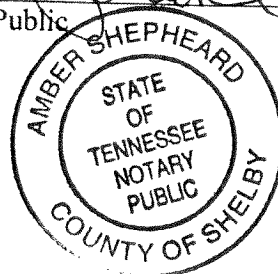
STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a notary public within and for said state and county, at Memphis, Tennessee, duly commissioned and qualified, personally appeared **Tom Dyer**, with whom I am personally acquainted, and who upon oath acknowledged himself to be the Chairman of the Memphis and Shelby County Port Commission, created by Chapters 500 and 529 of the Private Acts of Tennessee of 1947, as amended, and that he as such Chairman being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Memphis and Shelby County Port Commission by himself as Chairman.

WITNESS my hand and seal of office at Memphis, Tennessee, this the 16 day of 2021.

Amber Shepheard
Notary Public

My commission expires ~~My Comm Expires~~
October 17, 2023



ATTEST:

CITY OF MEMPHIS, TENNESSEE

City Comptroller

By: _____ ↗
Jim Strickland, Mayor

APPROVED AS TO FORM:

City Attorney

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a notary public within and for said state and county, at Memphis, Tennessee, duly commissioned and qualified, personally appeared **JIM STRICKLAND**, with whom I am personally acquainted, and who upon oath acknowledged himself to be the Mayor of the city of Memphis and that he as such mayor being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the city of Memphis by himself as mayor.

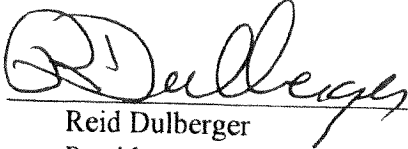
WITNESS my hand and seal of office at Memphis, Tennessee, this the _____ day of _____, 20____.

My commission expires _____


Notary Public

LESSORS:

ECONOMIC DEVELOPMENT GROWTH ENGINE INDUSTRIAL DEVELOPMENT BOARD OF
THE CITY OF MEMPHIS AND COUNTY OF SHELBY, TENNESSEE

By: 
Reid Dulberger
President

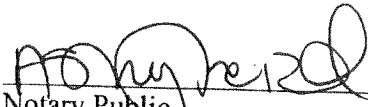
ATTEST:

By: 
Al Bright, Jr.
Chairman

STATE OF TENNESSEE
COUNTY OF SHELBY

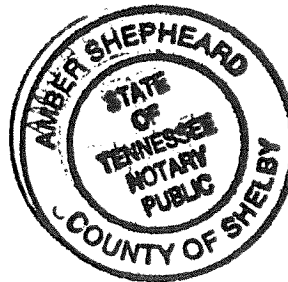
Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared REID DULBERGER, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the President of the Economic Development Growth Engine Industrial Development Board of the City of Memphis and County of Shelby, Tennessee, a public not-for-profit corporation of the State of Tennessee, the within named bargainor, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the bargainor by himself as such officer.

WITNESS my hand and seal of office at Memphis, Tennessee, this the 16 day of 2021.


Notary Public

My commission expires _____

My Comm Expires
October 17, 2023



ATTEST:

COUNTY OF SHELBY

By: _____
Lee Ardrey Harris, Mayor

APPROVED AS TO FORM,
EFFICACY AND PROPRIETY:

Contract Administrator
Assistant County Attorney

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a notary public within and for said state and county, at Memphis, Tennessee, duly commissioned and qualified, personally appeared **Lee Ardrey Harris**, with whom I am personally acquainted, and who upon oath acknowledged himself to be the Mayor of the county of Shelby and that he as such mayor being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the county of Shelby by himself as mayor.

WITNESS my hand and seal of office at Memphis, Tennessee, this the _____ day of _____, 20____.

My commission expires _____

Notary Public

LESSEE:

Memphis Industrial Scrap Recycling, LLC

By: [Signature]
Name: Jerry Frost
Title: Chief Executive Officer

STATE OF MS

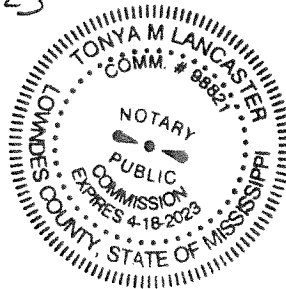
COUNTY OF Lumbardis

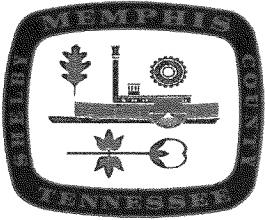
Before me, a notary public within and for said state and county, duly commissioned and qualified, personally appeared Jerry Frost with whom I am personally acquainted, and who upon oath acknowledged himself to be the CEO of **Memphis Industrial Scrap Recycling, LLC** and that he as CEO being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as CEO.

WITNESS my hand and seal of office at Columbus, MS, this 30 day of Aug, 2021

[Signature]
Notary Public

My commission expires: April 18, 2023





A Resolution requesting the approval to sale two city owned parcels located at 0 Democrat Road, Parcel ID # 073017 00205 and a portion of 3720 Knight Arnold Road, Parcel # 073017 00206 Memphis, TN 38118

WHEREAS, the City of Memphis owns the properties known as 0 Democrat Road and 3720 Knight Arnold Road, Memphis, TN 38118 (“The Properties”) and is further identified by Shelby County Tax Assessor as Parcel ID #s 073017 00205 and 073017 00206, respectively;

WHEREAS, Memphis Light, Gas & Water “MLGW” desires to purchase parcel ID 073017 00205 in its entirety, which consist of 0.14 acres and a portion (1.73 acres) of parcel ID 073017 00206, in order to install transmission equipment to service customers in the area and the City of Memphis, General Service Division, possess excess land which meets MLGW’s needs;

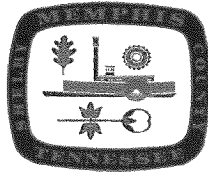
WHEREAS, the sale of the subject Properties will increase the City’s General Fund, and eliminate blight and maintenance cost for the City of Memphis;

WHEREAS, MLGW has submitted an offer of Forty-Five Thousand Dollars (\$45,000.00) along with a Forty-Five Hundred Dollar (\$4,500.00) Earnest Money deposit to the City of Memphis Real Estate Office; and

WHEREAS, the City of Memphis, General Services Division, requests for the City Council to approve MLGW’s offer and deems it to be in the best interest of the citizens of the City of Memphis and County of Shelby.

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Memphis that the offer made by Memphis Light, Gas & Water, on the above described properties is hereby accepted subject to the City Ordinance 5637, Amendment to section 2-16-1 which states in part, “The city real estate manager shall place a value on all properties being considered for sale in a manner herein determined and on all properties having an estimated and probable value of \$10,000.00 or more shall place a value without obtaining an independent appraisal and submitted for approval to the City Council for first reading, which shall be final.”

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



Memphis City Council Summary Sheet

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

This is a Resolution requesting the approval to sale two city owned properties located at 0 Democrat Road and 3720 Knight Arnold Road 38118, Parcel ID #s 073017 00205 and 073017 00206, respectively. Same night minutes

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

General Service

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

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

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

Council District 4 and Super district 8

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

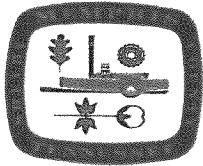
N/A

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

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

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

N/A



Memphis City Council Summary Sheet

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

An Ordinance to amend Chapter 9-12. – Air Pollution Control of the City of Memphis, Code of Ordinances to add The Shelby County Air Code.

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

This Ordinance is being initiated by the Division of Public Works.

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

NA

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

This Ordinance will impact all districts.

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

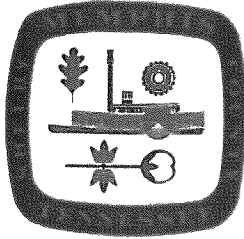
This Ordinance does not require a new contract or amend an existing contract.

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

This Ordinance does not require an expenditure of funds or budget amendment.

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

MWBE goal is not applicable.



ORDINANCE No. _____

AN ORDINANCE TO AMEND CHAPTER 9-12. – AIR POLLUTION CONTROL OF THE CITY OF MEMPHIS, CODE OF ORDINANCES TO ADD THE SHELBY COUNTY AIR CODE.

WHEREAS; the operation of a local air pollution control program by the Shelby County Health Department, which was established by the Shelby County Air Code, adopted on June 30, 1969, by then Shelby County Quarterly Court, and as amended, has served to protect the air quality in Shelby County and efficiently meets the needs of those regulated by air pollution control laws to the present; and

WHEREAS, in order to maintain the Certificate of Exemption from the State of Tennessee (“State”) supervision granted by the Tennessee Air Pollution Control Board on June 10, 2020, it is necessary for Shelby County and its municipalities, including the City of Memphis (“City”), to adopt regulations no less stringent than State standards; and

WHEREAS, the Pollution Control Section of the Shelby County Health Department is responsible for administration and enforcement of the Tennessee Air Quality Act, as contained in the Tennessee Code Annotated, Section 68-201-115(a); and

WHEREAS, the Shelby County Board of Commissioners have adopted the Shelby County Air Code in order to maintain the Certificate of Exemption from the State of Tennessee that allows local enforcement of air pollution control laws; and

WHEREAS, in order to enforce the Shelby County Air Code in local municipalities, each local municipality must adopt the Code into its City Code; and

WHEREAS, the City seeks to enact an Ordinance that conforms with State law as set forth by Shelby County Air Code and enforced by Shelby County Health Department; and

WHEREAS, it has been determined that this can best be accomplished by adopting whatever Code is effective for Shelby County is effective within the City, which has also been adopted in unincorporated Shelby County and other municipalities in Shelby County; and

WHEREAS, it is necessary to amend the City of Memphis Municipal Code to incorporate the Shelby County Air Code in its entirety for the code to be enforced and accomplish this change.

SECTION 1. NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEMPHIS, that Chapter 9-12. Air Pollution Control of the City of Memphis, Code of Ordinances is hereby amended with corresponding changes made to include in Municode the Shelby County Air Code Effective within the City to be enforced by Shelby County Health Department.

SECTION 2. BE IT FURTHER ORDAINED, that the provisions of this Ordinance shall be added as Article 6, entitled "Shelby County Air Code Effective within the City," of the Code as maintained by Municode.

SECTION 3. BE IT FURTHER ORDAINED, that a new Article is adopted to read:
Shelby County Air Code in effect in Shelby County shall also be effective within the City and shall be enforced by the Shelby County Health Department. Fees established from time to time by the Shelby County Health Department in order to cover costs incurred by administering the Shelby County Air Code shall also be effective within the City and shall be collected and retained by the Shelby County Health Department.

SECTION 4. BE IT FURTHER ORDAINED, that this Ordinance shall take effect from and after the date it shall have been passed by the Council, signed by the Chairman of the Council, certified and delivered to the Office of May in writing by the Comptroller and become effective as otherwise provided by law.

APPROVED: _____
Chairman of Council

Date Signed: _____

ATTEST: _____

APPROVED: _____
Mayor, City of Memphis

Date Signed: _____



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

To: Councilman Ford Canale
Chairman
Planning and Zoning Committee

From: Josh Whitehead
Zoning Administrator

Date: December 7, 2021

Subject: Landmarks District review study

Mr. Chairman:

On August 17, 2021, the Memphis City Council approved a resolution authorizing the Division of Planning and Development to perform a review of the City's Landmarks Districts and report to the Council its findings by January 1, 2022. This study is the product of that initiation resolution, which requested the following information to be included in such a review (see Exhibit "A," attached to this study, for a copy of the initiation resolution):

1. Current and historic assessed value of residential properties within the Landmarks Districts relative to those throughout the City of Memphis;
2. Demographics of the Landmarks Districts;
3. Total value of residential building permits issued per year within the Landmarks Districts relative to those throughout the City of Memphis;
4. Current and historic homeownership rates within the Landmarks Districts; and
5. Processes for the creation of historic overlay districts in peer cities.

Please note that several Landmarks Districts are omitted from the individual tables in this report due to either their small size (making obtaining data from the Census Bureau impossible) and/or their non-residential nature. These include the Cotton Row, Gayoso Peabody, South Main and Victorian Village districts downtown and the Collins Chapel, Maxwellton and Withers Home districts, each of which consist of single sites.

1. Current and historic assessed value

The table below contains the median appraised value for single-family homes in each Landmarks District that were in existence in 2010 and shows the increase in value from that time to 2021. The values in these districts rose anywhere from 16% in Glenview to 74% for Annesdale-Snowden. On average, homes in all historic districts rose 59% in value from 2010 to 2021 compared with 18% for the City overall. This data

would suggest that, for the most part, values in Landmarks Districts grow faster than in neighborhoods outside of these districts. In [this Forbes article](#) by Adam A. Millsap, various published studies both support and reject this supposition.¹ The article also points out that there are additional costs to owning a home in a historic district; these can include the hiring of design professionals to draft drawings for historic commission review, construction delays to allow said review, etc.

District Name	Year Est.	Median Appraisal		% increase
		2010	2021	
Annesdale-Snowden	1989	\$120,050	\$208,900	74%
Annesdale Park	1988	\$234,500	\$306,400	31%
Central Gardens	1993	\$264,900	\$396,000	49%
Evergreen	1990	\$217,300	\$328,600	51%
Glenview	2000	\$62,850	\$72,600	16%
Lea's Woods	2004	\$124,500	\$190,200	53%
Rozelle-Annesdale	2005	\$39,850	\$60,050	51%
All Historic Districts that existed as of 2010		\$171,900	\$273,000	59%
City of Memphis		\$81,200	\$95,600	18%

2. Demographic of Landmarks Districts

The second set of data requested dealt with the demographic data of the Landmarks Districts. In total, about 27,000 residents live in these districts. The table below contains racial data for each district; four of the districts are predominantly African-American (Glenview, Rozelle-Annesdale, Speedway Terrace and Vollintine-Evergreen); six are predominantly non-Hispanic white (Annesdale-Snowden, Annesdale Park, Central Gardens, Evergreen, Lea's Woods and Cooper Young) and one (Crosstown) has no predominant racial group.

District Name	Year Est.	White	Black
		2020	2020
Annesdale-Snowden	1989	55%	39%
Annesdale Park	1988	64%	24%
Central Gardens	1993	81%	8%
Evergreen	1990	76%	11%
Glenview	2000	5%	89%
Lea's Woods	2004	54%	21%
Rozelle-Annesdale	2005	17%	74%
Cooper Young	2018	75%	16%
Crosstown	2021	27%	44%
Speedway Terrace	2018	24%	58%
Vollintine-Evergreen	2021	34%	57%
All Historic Districts as of 2021		52%	37%
City of Memphis		24%	61%

¹ Millsap, Adam A. "Historic Designations are Ruining Cities," *Forbes*, December 23, 2019.

The next table contains average income for all historic districts that existed in 2010 and the relative change between that time and 2019. While the median income increased 13% citywide, it increased 27% in the Landmarks Districts.

<i>District Name</i>	<i>Year Est.</i>	Median Income		increase
		2010	2019	
Annesdale-Snowden	1989	n/a	n/a	
Annesdale Park	1988	n/a	n/a	
Central Gardens	1993	\$71,625	\$83,234	
Evergreen	1990	\$57,547	\$100,072	
Glenview	2000	\$27,607	\$37,818	
Lea's Woods	2004	n/a	n/a	
Rozelle-Annesdale	2005	\$33,234	\$31,818	
Historic Districts with data as of 2010		\$51,964	\$66,037	
City of Memphis		\$36,473	\$41,228	13%

3. Value of Residential Building Permits

The table below contains the value of building permits in 2010 and in 2020, in both the Landmarks Districts and throughout the city. While the value of residential building permits increased by 91% citywide, they grew 232% in the Landmarks districts.

<i>District Name</i>	<i>Year Est.</i>	Total Value of Residential Building Permits		Increase from 2010 to 2020	Total for all years, 2010-2020
		2010	2020		
All Historic Districts as of 2021		\$1.9 M	\$6.3 M	232%	\$43.7M
City of Memphis		\$53.4 M	\$101.9 M	91%	\$748.6M

4. Homeownership Rates

The next table contains the homeowner and rental rates for those districts that existed in 2010 and the relative increases or decreases in those numbers between that time and 2019. Citywide, 66% of the single-family homes in Memphis are owned, compared to 70% for the Landmarks districts. And while single-family homeownership decreased in Central Gardens and Rozelle-Annesdale during this time, it increased in the other two districts with data available, Evergreen and Glenview. Citywide, it also decreased.

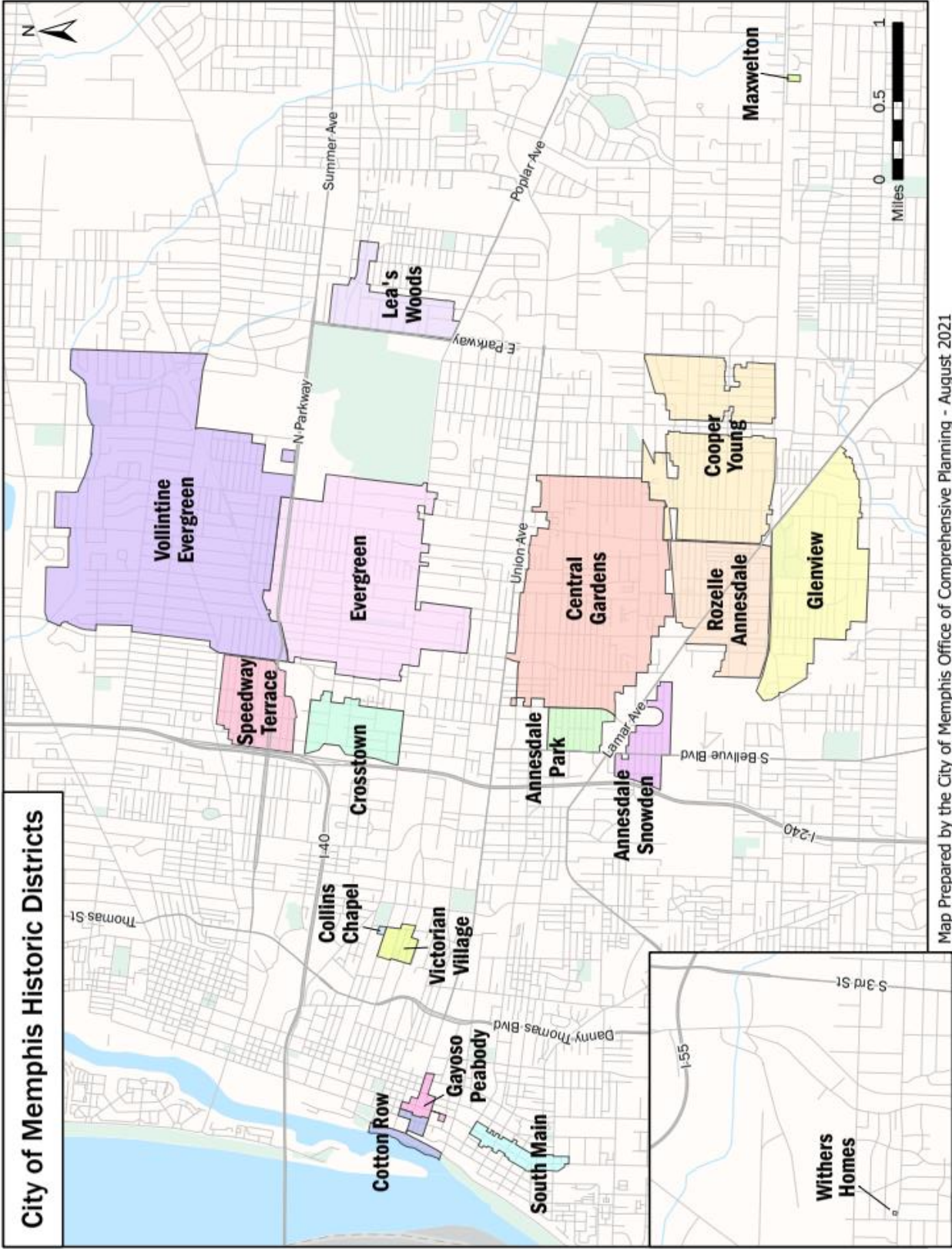
<i>District Name</i>	<i>Year Est.</i>	Own % - SFR		Rent% - SFR	
		2010	2019	2010	2019
Annesdale-Snowden	1989	n/a	n/a	n/a	n/a
Annesdale Park	1988	n/a	n/a	n/a	n/a
Central Gardens	1993	92%	84%	8%	16%
Evergreen	1990	81%	82%	19%	18%
Glenview	2000	67%	71%	33%	29%
Lea's Woods	2004	n/a	n/a	n/a	n/a
Rozelle-Annesdale	2005	57%	34%	43%	66%
All Historic Districts as of 2021		-	70%	-	30%
City of Memphis		75%	66%	25%	34%

5. Creating Landmarks Districts

Currently, there are 18 historic districts in Memphis with a total of nearly 12,000 parcels. The table below contains the number of parcels within each district and the date the district was created, and, where applicable, the district (or significant portions thereof) were placed on the National Register.

District Name	National Register Listed	Landmarks District Designation	Establishing Ordinance Number	No. of Parcels Within
Annesdale Park	12/22/78	11/20/89	3899	165
Annesdale-Snowden	10/25/79	9/23/88	3807	204
Central Gardens	8/9/83	5/14/93	4122	1,761
Collins Chapel	4/5/91	8/25/92	4123	5
Cooper Young	6/22/89	2/20/18	5681	1601
Cotton Row	8/1/79	9/23/88	3806	108
Crosstown	N/A	7/20/21	5783	188
Evergreen Historic	1/11/85	2/9/90	3929	1,722
Gayoso-Peabody	5/5/80	9/23/88	3809	89
Glenview Historic	10/7/99	12/1/00	4822	983
Lea's Woods	N/A	1/6/04	5023	261
Maxwelton	3/10/80	12/3/96	4464	1
Rozelle-Annesdale	N/A	7/10/05	5106	768
South Main Street	9/2/82	9/23/88	3808	198
Speedway Terrace	3/19/99	5/23/18	5687	378
Victorian Village	12/11/72	11/20/89	3900	29
Vollintine-Evergreen	4/12/96	7/20/21	5789	3351
Withers Home	N/A	7/5/16	5621	1
18 Local Landmarks districts			Total number of parcels	11,813

These 18 districts are mapped below.



Map Prepared by the City of Memphis Office of Comprehensive Planning - August 2021

Under the original ordinance that created the Memphis Landmarks Commission in July of 1975, the approval of the affected owners was required. This changed in May of 1988 when the ordinance was amended to allow the creation of districts over owners' objections.² In 2006, during the deliberations to create a neighborhood conservation overlay district within The Village subdivision, a new policy was developed. Under that policy, all future neighborhood conservation and Landmarks Districts were to obtain the written approval of the same percentage of homeowners that require the installation of a speedbump, 72%. As an unwritten policy, it was eschewed with the Cooper-Young and Speedway Terrace neighborhoods underwent the establishment of their districts in 2018.

Other cities in Tennessee follow varying processes. According to Tim Walker, Executive Director of the Metropolitan Nashville Historic Zoning Commission, there is no formal process by which historic districts are created in that city. Most districts begin by a group of neighbors in a proposed district working with their district council member. Art. II, Sec. 10-14 (a) of the Chattanooga Code of Ordinances allows any property owner within the district, as well as the City Council, a neighborhood association or a "historic civic or professional society or group" to petition to create a historic district in that community. Lindsay Crockett, Historic Preservation Planner with the Knoxville and Knox County Planning Commission, cited Sec. 8.5F of the Knoxville zoning code, which covers the initiation process for local historic overlay districts. That community's code requires the City Council or Mayor initiation for districts containing multiple properties. In other words, property owners may only initiate single-property districts for properties they own.

As for the creation of historic zoning districts in cities outside of Tennessee, New York requires initiation by the Landmarks Commission; this is likely one of the justifications for its large staff.³ In Los Angeles, a historic district may be initiated by the City Council, the Director of Planning, the Cultural Heritage Commission the City Planning Commission or the property owners in question. If neighborhood-initiated, Los Angeles ordinance requires 75% owner or lessee approval.⁴ Boston follows a similar process where the City or at least ten property owners may initiate a district.⁵ In Denver, the City, property owners or any group of three residents may propose a historic district.⁶ Philadelphia mirrors Memphis' current situation where any property owner may nominate a district to what is known as the "Philadelphia Register of Historic Places."⁷ The same is true in Washington, DC, and Indianapolis.^{8,9} According to Kristina Harpst, Program Manager of Historic Districts with the City of Charlotte, they require at least 51% property owner approval to initiate a historic zoning district under a relatively recent state law. Savannah requires a petition signed by at least 50% of the owners affected by the historic district to approve its creation.¹⁰ The table below contains the present number of historic districts in each of these communities and their current staff complement.

² Hirschman, Dave. "Landmarks votes push development," *Commercial Appeal*, August 29, 1989.

³ <https://www1.nyc.gov/site/lpc/about/landmark-designation.page>

⁴ <https://planning.lacity.org/odocument/3133ef89-f08b-4b98-9458-28b4f763a4d5/Info%20Brief%20How%20to%20Establish%20an%20HPOZ.pdf>

⁵ <https://www.boston.gov/departments/landmarks-commission/designating-landmarks-boston>

⁶ <https://www.denvergov.org/Government/Agencies-Departments-Offices/Community-Planning-and-Development/Landmark-Preservation/Historic-Designation/Apply-for-Landmark-Designation>

⁷ <https://www.phila.gov/departments/philadelphia-historical-commission/philadelphia-register-of-historic-places/>

⁸ <https://planning.dc.gov/node/883602>

⁹ <https://citybase-cms-prod.s3.amazonaws.com/68f4332ed0d345bfadafb0271c09dc7f.pdf>

¹⁰ <https://www.thempc.org/docs/lit/Hist/2021/LBrochure.pdf>

	CITY	HISTORIC DISTRICTS	PARCELS	STAFF	PARCELS PER STFF. MEMBER
Tenn. cities					
	Memphis	18	11,813	2 ½	4725
	Chattanooga	4	1,564	2	782
	Knoxville	12	1,718	1	1718
	Nashville	30	9,284	7	1326
	Average (incl. Memphis)				2138
	Average (excl. Memphis)				1275
Other cities					
	New York	149	37,000	80	473
	Los Angeles	35	21,000	16	1313
	Philadelphia	31	10,000	7	1429
	Charlotte	6	5,038	4	1260
	Indianapolis	17	6,000	6	1000
	Washington, DC	50	23,600	18	1311
	Boston	9	8,000	8	1000
	Denver	57 ¹	15,779	9	1753
	Savannah	4		4	
	Average				1192
All cities	Average (incl. Memphis)				1508
	Average (excl. Memphis)				1215

¹ Although Denver has 57 local historic districts, the city engages two sets of guidelines for these 57 districts.

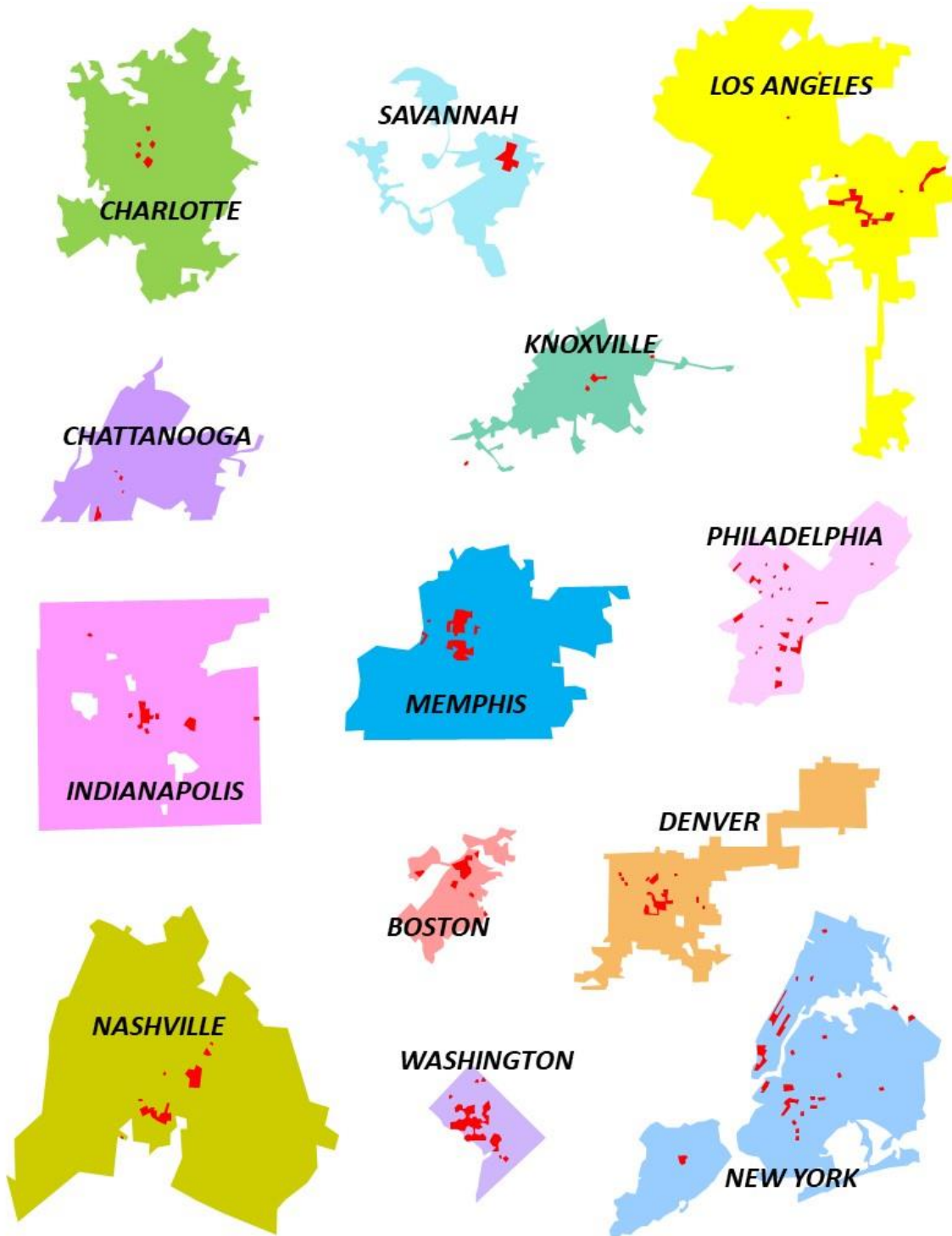
As the table above suggests, staffing levels for historic commission in Tennessee and around the country vary widely, ranging from seven professional planners in Nashville to one in Knoxville. On average, each of Memphis' staff planners assigned to the Landmarks Commission is responsible for 4725 properties; ***this is about four times the number of properties each planner is responsible for in cities within and outside of Tennessee.***

Conclusion/Recommendation

While the Division of Planning and Development will monitor the incoming fees and budget personnel accordingly, an additional strategy should be employed to ensure the administration of the City's historic districts is effective and efficient. To that end, the Division has drafted amendments to the Bylaws of the Landmarks Commission for review by the Commission next year that allow more types of home improvements to be approved administratively. For instance, during Fiscal year 2020, 70% of the caseload of the Commission was handled administratively as minor Certificates of Appropriateness; this compares to 81% in Nashville and 82% in Denver. A draft amendment to the Bylaws that would effectuate this change is attached to this study as Exhibit B. Other options that could be explored in the future is to amend the Landmarks ordinance in such a way that would require some percentage of property owner approval,

as is the case in Charlotte and Savannah or, as is the case in Oregon, allow non-consenting owners to remove their property from the proposed district.¹¹

The maps below show the relative sizes of Memphis' 18 districts compared with other major cities, to scale. Local historic districts are highlighted in red.



¹¹ Oregon Revised Statutes, Sec. 197.772.

EXHIBIT A: Initiation Resolution

Resolution authorizing the Memphis and Shelby County Division of Planning and Development to perform a review of the City's Landmarks Districts.

WHEREAS, on July 20, 2021, the Memphis City Council approved two additional Landmarks Districts, also known as historic overlay districts: Vollintine-Evergreen and Crosstown; and

WHEREAS, during its deliberations on these two new districts, members of Council inquired as to certain metrics for the existing Districts; and

WHEREAS, the Division of Planning and Development administers the Landmarks Districts and staffs the Memphis Landmarks Commission; and

NOW, THEREFORE, BE IT RESOLVED BY THE MEMPHIS CITY COUNCIL does hereby authorize the Memphis and Shelby County Division of Planning and Development to perform a review of the City's Landmarks Districts. This review shall include, but shall not be limited to, the following metrics:

6. Current and historic assessed value of residential properties within the Landmarks Districts relative to those throughout the City of Memphis;
7. Demographics of the Landmarks Districts;
8. Total value of residential building permits issued per year within the Landmarks Districts relative to those throughout the City of Memphis;
9. Current and historic homeownership rates within the Landmarks Districts; and
10. Processes for the creation of historic overlay districts in peer cities.

BE IT FURTHER RESOLVED BY THE MEMPHIS CITY COUNCIL that the Memphis and Shelby County Division of Planning and Development shall report the findings of this review to the Council no later than January 1, 2022.

Sponsor: Worth Morgan

Frank Colvett, Jr., Chairman

EXHIBIT B:

Draft of potential amendment to the Bylaws of the Memphis Landmarks Commission
(new language indicated in **bold, underline** language and deleted language in strikethrough)

Sec. VIII(I) Minor Certificates of Appropriateness

- (1) The Commission ~~authorizes staff to preliminarily approve~~ **may approve expedited** minor certificates of appropriateness for improvements that will not adversely affect any of the historic characteristics of properties within a historic district and will not diminish the integrity of a property's location, design, setting, materials or workmanship. These improvements are as follows:
- a. ~~Demolition of non-historic accessory structures and appurtenances.~~
 - b. ~~Demolition of any structure that has become a major life safety hazard and is requested to be demolished by another City department for that reason.~~
 - c. ~~Any court-ordered demolition.~~
 - d. ~~Demolition of non-contributing primary buildings that are less than 50 years old.~~
 - e. ~~New construction of accessory structures which meet the design guidelines and the bulk zoning requirements, if located behind the rear façade of the primary building and if less than 25% of its street-facing façade is visible from the street.~~
 - f. ~~Rear additions which are no wider and no taller than the primary building and no deeper than half the depth of the existing house and if less than 25% of the street-facing new facades are visible from the street.~~
 - g. ~~Side or rear roof additions such as dormers and skylights,~~
 - h. ~~Repairs and replacement exactly in-kind where a permit is required.~~
 - i. ~~Except for fencing along side streets on corner lots, fencing that starts at least five feet behind the front façade of a primary building, including backyard fencing, but such fencing must meet the district's design guidelines as to height, materials and any other related requirement.~~
 - j. ~~Permanent landscape features, such as hardscape, retaining walls and other landscaping borders of one foot in height or less.~~
 - k. ~~The Commission chair may extend the list of minor certificates of appropriateness in emergency situations; otherwise, all exterior work not included in the list of minor certificates of appropriateness in this subsection shall be reviewed exclusively by the Commission.~~
- (2) After review and preliminary approval by staff, **those** applications for the above-described certificates of appropriateness **deemed as minor by the Executive Secretary or the Zoning Administrator** shall be electronically disseminated to all members of the Commission and such

applications shall also be simultaneously disseminated to any applicable neighborhood association or neighborhood landmarks committee. Approval for minor certificates of appropriateness shall become final only if, three (3) business days after electronic notice, a minimum of four (4) Commissioners has not requested that the application be heard by the full Commission during its next meeting. All requests for full review by Commissioners regarding minor certificates of appropriateness shall be made directly to staff and not to other **Commissioners in accordance with the Tennessee Open Meeting Act, T.C.A. 8-44-102.** Those minor certificates of appropriateness that are not so held for Commission review shall ~~receive final approval by the Executive Secretary, and~~ be memorialized on the next available Commission meeting agenda.

- (3) All applications for certificates of appropriateness deemed to be minor shall be issued by Commission staff within 60 days of the date of application. If the applicant has not submitted necessary materials for the staff to act upon the application within this time period, the application shall be considered withdrawn.