

WHEREAS, the **Memphis City Council Humanitarian Award** commemorates the legacy of Dr. Martin Luther King, Jr. by recognizing individuals dedicated to the betterment of others and the promotion of racial harmony among all; and

WHEREAS, **Councilwoman Barbara Swarengen Ware's** life and legacy embodies the essence of the **Humanitarian Award**; and

WHEREAS, the youngest of Rev. John H. Swarengen, Sr. and Mrs. Willie Beatrice Swarengen seven children, **Councilwoman Swarengen Ware** was born and raised in a home within the Douglass neighborhood of Memphis – an area she lovingly referred to as “*Douglass, Tennessee;*” and

WHEREAS, **Councilwoman Swarengen Ware's** profound history of servant leadership began at an early age as she served her church; and

WHEREAS, with a trailblazing spirit, **Councilwoman Swarengen Ware** excelled in all aspects of her life; proven as a valuable employee with the United States Postal Service, she diligently worked for almost three decades and broke barriers by becoming the first African American female Customer Service Representative within the Memphis Post Office; and

WHEREAS, after retiring in 1992 from the United States Postal Service, **Councilwoman Swarengen Ware** desired to continue working for her community; in doing so, she was elected to the Memphis City Council in 1994 as the District 7 representative; and

WHEREAS, during her time on the Memphis City Council, **Councilwoman Swarengen Ware** was a devoted advocate for her community and served as chairperson in 2000, ushering the Council into the 21st century; and

WHEREAS, **Councilwoman Swarengen Ware** retired from the Council in 2011 after representing District 7 for 16 years; however, before she retired, she realized her biggest goal with Douglass High School reopening in a new building in the fall of 2008 after closing 27 years prior; and

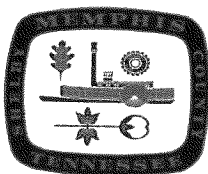
WHEREAS, although she retired from formal service in 2011, **Councilwoman Swarengen Ware** remained a faithful and diligent servant for her community throughout the remainder of her life.

NOW, THEREFORE, BE IT RESOLVED that the Memphis City Council remembers the life of **Councilwoman Barbara Swarengen Ware** and her extraordinary impact on the City of Memphis and thanks her family for accepting, on her behalf, the

2021 Memphis City Council Humanitarian Award

BE IT FURTHER RESOLVED that the Memphis City Council extends their praises to **Councilwoman Barbara Swarengen Ware** for her notable leadership, vision, substantial community impact, and commitment to the City of Memphis, as these invaluable contributions have made us better in the present day.

ADOPTED: January 4, 2022



Memphis City Council Summary Sheet

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

Resolution to accept grant in amount of 5,000 (five thousand) dollars from BlueCross BlueShield of Tennessee Community Trust for water safety instruction.

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

Parks

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

N/A

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

All districts.

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

Requires budget amendment and expenditure of grant funds only.

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

N/A



Resolution accepting grant funds of five thousand dollars (\$5,000.00) from BlueCross BlueShield of Tennessee Community Trust for water safety instruction [All Districts].

WHEREAS, BlueCross BlueShield of Tennessee Community Trust is a corporate philanthropic organization located in the State of Tennessee; and

WHEREAS, the City of Memphis, through Memphis Parks, has conducted water safety instruction or youth for decades; and

WHEREAS, funding from the BCBST will support stronger and more robust water safety instruction efforts in 2022; and

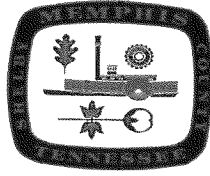
WHEREAS, the Parks Division is a recipient of a 2021 BCBST award in the amount of five thousand dollars (\$5,000.00); and

WHEREAS, it is necessary to accept these funds and amend the Fiscal Year 2022 operating budget grant account PK90108, and allow for expenditures of the same; and

WHEREAS, it is necessary to appropriate these funds in the amount of five thousand dollars (\$5,000.00) for supplies to conduct water safety instruction at aquatics centers.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the Fiscal Year 2022 operating budget be hereby amended by accepting the grant of five thousand dollars (\$5,000.00) for supplies into PK90108, and

BE IT FURTHER RESOLVED that funding of five thousand dollars (\$5,000.00) be allocated and appropriated to PK90108.



Memphis City Council Summary Sheet

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

Resolution to accept in-kind donation of aquatics water safety supplies from Le Bonheur Children's Hospital.

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

Parks

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

N/A.

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

All

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

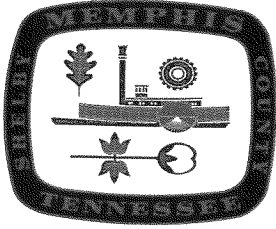
N/A

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

Does not require expenditure.

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

N/A.



Resolution accepting in-kind donation in value of five thousand three hundred dollars (\$5,300.00) from Le Bonheur Children's Hospital- Injury Prevention and Safe Kids for Aquatics water safety programs. [All Districts].

WHEREAS, Le Bonheur is a local nonprofit children's hospital, which administers the "Safe Kids" program- focusing on injury prevention; and

WHEREAS, the City of Memphis, through its Division of Parks, offers water safety programs to youth and thereby contributes to injury prevention in our community; and

WHEREAS, Le Bonheur is providing an in-kind donation of aquatics supplies, including swimwear for youth; and

WHEREAS, the Parks Division wishes to accept this in-kind donation in value of five thousand three hundred dollars (\$5,300); and

WHEREAS, it is necessary to accept this in-kind donation and allow for the use of donated materials at City of Memphis aquatics facilities; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the in-kind donation valued at five thousand three hundred dollars (\$5,300) from Le Bonheur be accepted.

Memphis City Council Summary Sheet for MLGW Items

1. Description of the Item

Resolution approving Change No. 3 to Contract No. 12035, Environmental Consulting and Remediation Services with BH&M Environmental Consultants, Incorporated in the funded amount of \$7,500,000.00. (This change is to renew the current contract for the third of four annual renewal terms for the period covering April 8, 2022 through April 7, 2023, with no increase in rates from the previous term.)

2. Additional Information

The project scope is to provide MLGW with engineering consulting services and remediation applicable to MLGW's facilities and operations on an as-needed basis.

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of December 15, 2021 approved Change No. 3 to Contract No. 12035, Environmental Consulting and Remediation Services with BH&M Environmental Consultants, Incorporated to renew the current contract in the funded amount of \$7,500,000.00, and is now recommending to the Council of the City of Memphis that it approves said renewal as approved; and

WHEREAS, the project scope is to provide MLGW with engineering consulting services and remediation applicable to MLGW's facilities and operations on an as-needed basis. This change is to renew the current contract for the third of four (4) annual renewal terms for the period covering April 8, 2022 through April 7, 2023 in the funded amount of \$7,500,000.00, with no increase in rates from the previous renewal term. This renewal complies with all applicable laws and policies. The new contract value is \$20,500,000.00; and

NOW THEREFORE BE IT RESOLVED BY THE Council of the City of Memphis, that there be and is hereby approved Change No. 3 to Contract No. 12035, Environmental Consulting and Remediation Services with BH&M Environmental Consultants, Incorporated to renew the current contract in the funded amount of \$7,500,000.00 as approved.

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
December 15, 2021

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners the approval of Change No. 3 to Contract No. 12035, Environmental Consulting and Remediation Services with BH&M Environmental Consultants, Incorporated to renew the current contract in the funded amount of \$7,500,000.00.


The project scope is to provide MLGW with engineering consulting services and remediation applicable to MLGW's facilities and operations on an as-needed basis. This change is to renew the current contract for the third of four (4) annual renewal terms for the period covering April 8, 2022 through April 7, 2023 in the funded amount of \$7,500,000.00, with no increase in rates from the previous renewal term. This renewal complies with all applicable laws and policies. The new contract value is \$20,500,000.00.

NOW THEREFORE BE IT RESOLVED BY the Board of Light, Gas and Water Commissioners:

THAT, Subject to the consent and approval of the Council of the City of Memphis, the approval of Change No. 3 to Contract No. 12035, Environmental Consulting and Remediation Services with BH&M Environmental Consultants, Incorporated to renew the current contract in the funded amount of \$7,500,000.00, as outlined in the above preamble, is approved; and further,

THAT, the President, or his designated representative is authorized to execute the Renewal.

I hereby certify that the foregoing is a true copy of a resolution accepted by the Board of Light, Gas and Water Commissioners at a regular-special meeting held on 15th day of December, 20 21, at which a quorum was present.


Secretary-Treasurer

Memphis City Council Summary Sheet for MLGW Items

1. Description of the Item

Resolution awarding Contract No. 12217, Consultant Risk Management Audit to Willis Towers Watson Southeast, Inc., in the funded amount of \$666,500.00.

2. Additional Information

The project scope is to furnish supervision and labor, transportation, equipment and material to conduct three (3) reviews (one (1) every third year) of MLGW's Risk Management Program and to provide ongoing consulting services related to the administration of MLGW's Risk Management Program such as changes in insurance markets, trends in insurance coverages and other related matters.

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of December 15, 2021, awarded Contract No. 12217, Consultant Risk Management Audit to Willis Towers Watson Southeast, Inc. in the funded amount of \$666,500.00, and is now recommending to the Council of the City of Memphis that it approves said award as approved; and

WHEREAS, the project scope is to furnish supervision and labor, transportation, equipment and material to conduct three (3) reviews (one (1) every third year) of MLGW's Risk Management Program and to provide ongoing consulting services related to the administration of MLGW's Risk Management Program such as changes in insurance markets, trends in insurance coverages and other related matters; and

WHEREAS, the Request for Proposal was advertised using MLGW's Online Bid Notification System on May 20, 2021. MLGW solicited six (6) proposals; and received one (1) proposal on June 18, 2021 with the most responsive proposal being from Willis Towers Watson Southeast, Inc. in the amount of \$687,640.00. After negotiations it was determined the Medical Insurance Reserve assessment was no longer needed and pricing was reduced to reflect the adjusted bid amount of \$666,500.00. Proposals were evaluated on the following criteria: 1) Past experience of the company specific to the scope of Work; 2) Experience of key personnel specific to the scope of work; 3) Approach or methodology for conducting the study; 4) Time required to complete the study; 5) Total Compensation Cost; 6) References; and 7) Supplier Diversity Compliance. The term of this contract is for six (6) years or until three (3) audit reports (one (1) every 3rd year) have been completed and the services meet the approval of MLGW. This award complies with all applicable laws and policies; and

NOW THEREFORE BE IT RESOLVED by the Council of the City of Memphis, that there be and is hereby approved an award of Contract No. 12217, Consultant Risk Management Audit to Willis Towers Watson Southeast, Inc. in the funded amount of \$666,500.00 as approved.

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
December 15, 2021

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners, that it awards Contract No. 12217, Consultant Risk Management Audit to Willis Towers Watson Southeast, Inc. in the funded amount of \$666,500.00.

The project scope is to furnish supervision and labor, transportation, equipment and material to conduct three (3) reviews (one (1) every third year) of MLGW's Risk Management Program and to provide ongoing consulting services related to the administration of MLGW's Risk Management Program such as changes in insurance markets, trends in insurance coverages and other related matters.

The Request for Proposal was advertised using MLGW's Online Bid Notification System on May 20, 2021. MLGW solicited six (6) proposals; and received one (1) proposal on June 18, 2021 with the most responsive proposal being from Willis Towers Watson Southeast, Inc. in the amount of \$687,640.00. After negotiations it was determined the Medical Insurance Reserve assessment was no longer needed and pricing was reduced to reflect the adjusted bid amount of \$666,500.00. Proposals were evaluated on the following criteria: 1) Past experience of the company specific to the scope of Work; 2) Experience of key personnel specific to the scope of work; 3) Approach or methodology for conducting the study; 4) Time required to complete the study; 5) Total Compensation Cost; 6) References; and 7) Supplier Diversity Compliance. The term of this contract is for six (6) years or until three (3) audit reports (one (1) every 3rd year) have been completed and the services meet the approval of MLGW. This award complies with all applicable laws and policies.

NOW THEREFORE BE IT RESOLVED BY the Board of Light, Gas and Water Commissioners:

THAT, Subject to the consent and approval of the Council of the City of Memphis, the award of Contract No. 12217, Consultant Risk Management Audit to Willis Towers Watson Southeast, Inc. in the funded amount of \$666,500.00, as outlined in the foregoing preamble, is approved and further,

THAT, the President, or his designated representative is authorized to execute the Award.

I hereby certify that the foregoing is a true copy of a resolution accepted by the Board of Light, Gas and Water Commissioners at a ~~regular~~-~~special~~ meeting held on 15th day of December, 2021, at which a quorum was present.


Secretary-Treasurer

Memphis City Council Summary Sheet for MLGW Items

1. Description of the Item

Resolution awarding Contract No. 12286, MLGW Utility Payment Centers to FirsTech, Inc., in the funded amount of \$310,000.00.

2. Additional Information

The project scope is to provide authorized pay agents in Memphis and Shelby County, Tennessee to accept, process, and transmit MLGW customers utility bill payments for credit to customer accounts and deposit to banks (cash, check, or money order).

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of December 15, 2021, awarded Contract No. 12286, MLGW Utility Payment Centers to FirsTech, Inc. in the funded amount of \$310,000.00, and is now recommending to the Council of the City of Memphis that it approves said award as approved; and

WHEREAS, the project scope is to provide authorized pay agents in Memphis and Shelby County, Tennessee to accept, process, and transmit MLGW customers utility bill payments for credit to customer accounts and deposit to banks (cash, check, or money order); and

WHEREAS, the Request for Proposal was advertised using MLGW's Online Bid Notification System on July 26, 2021. MLGW solicited three (3) proposals; and received one (1) proposal on September 27, 2021 with the most responsive proposal being from FirsTech, Inc. in the amount of \$310,000.00. Proposals were evaluated on the following criteria: 1) Mandatory Requirements including time schedule; 2) Cost; 3) Provider and Project Team Experience with demonstrated work; 4) Support Services- Availability, response time, and mechanism used to obtain support whenever problems occur; 5) Project Work Plan; 6) References; and 7) Demo. The term of this contract is for one (1) year from the Date of the Notice to Proceed with an option of four (4) annual renewal terms. This award complies with all applicable laws and policies; and

NOW THEREFORE BE IT RESOLVED by the Council of the City of Memphis, that there be and is hereby approved an award of Contract No. 12286, MLGW Utility Payment Centers to FirsTech, Inc. in the funded amount of \$310,000.00 as approved.

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
December 15, 2021

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners, that it awards Contract No. 12286, MLGW Utility Payment Centers to FirsTech, Inc. in the funded amount of \$310,000.00.

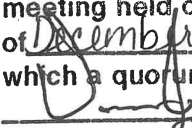
The project scope is to provide authorized pay agents in Memphis and Shelby County, Tennessee to accept, process, and transmit MLGW customers utility bill payments for credit to customer accounts and deposit to banks (cash, check, or money order).

The Request for Proposal was advertised using MLGW's Online Bid Notification System on July 26, 2021. MLGW solicited three (3) proposals; and received one (1) proposal on September 27, 2021 with the most responsive proposal being from FirsTech, Inc. in the amount of \$310,000.00. Proposals were evaluated on the following criteria: 1) Mandatory Requirements including time schedule; 2) Cost; 3) Provider and Project Team Experience with demonstrated work; 4) Support Services- Availability, response time, and mechanism used to obtain support whenever problems occur; 5) Project Work Plan; 6) References; and 7) Demo. The term of this contract is for one (1) year from the Date of the Notice to Proceed with an option of four (4) annual renewal terms. This award complies with all applicable laws and policies.

NOW THEREFORE BE IT RESOLVED BY the Board of Light, Gas and Water Commissioners:

THAT, Subject to the consent and approval of the Council of the City of Memphis, the award of Contract No. 12286, MLGW Utility Payment Centers to FirsTech, Inc. in the funded amount of \$310,000.00, as outlined in the foregoing preamble, is approved and further,

THAT, the President, or his designated representative is authorized to execute the Award.

I hereby certify that the foregoing is a true copy of a resolution accepted by the Board of Light, Gas and Water Commissioners at a regular-special meeting held on 15th day of December, 2021, at which a quorum was present.

Secretary-Treasurer

Memphis City Council Summary Sheet for MLGW Items

1. Description of the Item

Resolution awarding a purchase order to Universal Scaffolding and Equipment, LLC., for control cable in the amount of \$425,028.00.

2. Additional Information

The purchase includes four (4) types of control cable which will be used to replenish inventory to ensure MLGW has adequate material to meet demand for upcoming jobs.

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of December 15, 2021 approved the purchase of control cable and is now recommending to the Council of the City of Memphis that it approves said purchase as approved in the 2022 fiscal year budget contingent upon approval; and

WHEREAS, the purchase includes four (4) types of control cable which will be used to replenish inventory to ensure we have adequate material to meet demand for upcoming jobs; and

WHEREAS, bids were opened on August 25, 2021. Notice to Bidders was advertised. Twenty (20) bids were solicited, and seven (7) bids were received with the lowest and best complying bidder being the firm of Universal Scaffold and Equipment, LLC. This award complies with all applicable laws and policies; and

NOW THEREFORE BE IT RESOLVED by the Council of the City of Memphis that there be and is hereby approved the purchase of control cable from Universal Scaffolding and Equipment, LLC for the sum of \$425,028.00.

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
December 15, 2021

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners that it awards a purchase order to Universal Scaffolding and Equipment, LLC in the amount of \$425,028.00 for control cable.

The purchase includes four (4) types of control cable which will be used to replenish inventory to ensure we have adequate material to meet demand for upcoming jobs.

Bids were opened on August 25, 2021. Notice to Bidders was advertised. Twenty (20) bids were solicited, and seven (7) bids were received with the lowest and best complying bidder being the firm of Universal Scaffold and Equipment, LLC. This award complies with all applicable laws and policies.

Contingent upon approval of the 2022 fiscal year budget, the budgeted amount for Electric - Substation is \$32,753,000.00; of which \$425,028.00 will be spent on this purchase order in 2022; leaving a balance of \$32,327,972.00 available after award; and

NOW THEREFORE BE IT RESOLVED BY the Board of Light, Gas and Water Commissioners:

THAT, subject to the consent and approval of the Council of the City of Memphis, award of contract to Universal Scaffolding and Equipment, LLC is approved for furnishing:

Approximately 36,000 feet – Cable 5/C - #9 AWG Copper 600V Insulation, PVC Jacket, PVC Sheath.

Approximately 40,000 feet – Cable 9/C - #9 AWG Copper 600V Insulation, PVC Jacket, PVC Sheath.

Approximately 25,000 feet – Cable 19/C - #9 AWG Copper 600V Insulation, PVC Jacket, PVC Sheath.

Approximately 20,000 feet – Cable 12/C - #14 AWG Copper 600V Insulation,
PVC Jacket, PVC Sheath.

Totaling \$425,028.00; f.o.b. Memphis, Tennessee, our dock, transportation prepaid;
said price being firm except for metals adjustments at the time of shipment; delivery
in 10 – 20 weeks after receipt of order; terms net 30 days.

I hereby certify that the foregoing is a
true copy of a resolution accepted by
the Board of Light, Gas and Water
Commissioners at a ~~regular~~-~~special~~
meeting held on 15th day
of December, 2021, at
which a quorum was present.


Secretary-Treasurer

City of Memphis



JIM STRICKLAND
MAYOR

TENNESSEE

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

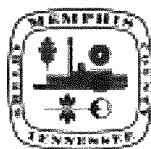
**CITY BEAUTIFUL COMMISSION
35 Member Board
(2) yrs. Staggered Terms**

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



BIOGRAPHICAL INFORMATION

APPOINTMENT TO BOARD/COMMISSION

City Beautiful Commission
BOARD/COMMISSION

Name: Erin Kathleen Midgley (Preferred Name: Katie Midgley) Race W M F X

E-Mail Address: emidgley@lisc.org Fax n/a

Profession/Employer: Program Officer, Local Initiative Support Corporation, Memphis Office

Business Address: 1726 Peach Avenue (for now) Zip: 38112 Phone: 662.312.7630

Education: MS, The University of AL; BS, MS State University Name of Spouse: Thomas Andrew Midgley

Number of Children: 1 Home Address: 1726 Peach Avenue Phone: 662.312.7630 City: Memphis State:

TN Zip: 38112

I certify that I am a resident of the City of Memphis (Unincorporated areas and surrounding counties are not considered). Yes X or No _____ If yes, how long? 2008-present

Professional Organization/Associations:

1. BLDG Memphis- Policy Committee
2. Neighborhood Preservation Inc, Civic Data Forum

Other Organizations/Association:

1. Evergreen Historic District Neighborhood Association
2. Past Board member of Family Safety Center of Memphis and Shelby County, Wolf River Conservancy, Shelby County Books from Birth, Grantmakers in Aging (national), and Aging Commission Advisory Council (Mayoral Appointee)

Other Interests:

- Research, Evaluation, Impact Analysis, Fundraising, Grants, Policy

Erin Kathleen Midgley

Signature Erin Kathleen Midgley Date 11/3/21

Katie Midgley, M.S.

1726 Peach Avenue

(Erin Kathleen Midgley)

Memphis, TN 38112

662.312.7630

midgley.katie@gmail.com

Executive Qualifications

Senior executive who exceeds expectations through staff empowerment, relationship building, and continuous improvement initiatives. Extensive experience in the non-profit sector with an emphasis on research and impact, coalition management and knowledge dissemination. Facilitates collaboration with diverse stakeholders, including government leaders, philanthropic executives, and beneficiaries. Self-directs to implement shared outcome-driven strategies to support organizational capacity and strengthen the use of evidence and equitable accountability across portfolios of grantees. Passionate about leading positive change for families in the state of Tennessee.

Professional Experience

Program Officer

Local Initiative Support Corporation, 2021-present

- Coordinates and supports safety initiatives in Memphis, working in partnership with City agencies and community organizations to integrate the varied resources and tools of law enforcement, community mobilization and economic development to prevent and effectively intervene on gun violence.
- Collaboratively develops and implements specific, dynamic plans to resolve gun violence rates. Enhances the efforts of partners to identify shared priorities; selects achievable projects to tackle jointly; develops and implements work plans that appropriately draw on the resources of diverse partners; and evaluates results to inform future efforts.
- Prepares and oversees grants and contracts and manage program budgets; administers government and private grants/consultant agreements; monitors grant and consultant performance to ensure alignment with agreed scope of work; and provides oversight on disbursements and financial drawdowns.
- Tracks progress on programmatic milestones. Conducts research and gathers and analyzes data that supports programmatic outcomes. Prepares, monitors, and tracks performance and outcomes of grant recipients and borrowers.
- Works with LISC staff to develop, launch and manage new programmatic initiatives, including drafting concept papers, supporting fundraising initiatives, and providing technical assistance. Provides opportunities for knowledge sharing about effective collaborative safety strategies across neighborhoods within Memphis and with national audiences as appropriate.
- Represents Memphis LISC in coalitions, working groups and other forums. Organizes, convenes and facilitates meetings as needed.

Director of Research + Evaluation

Plough Foundation, 2014 - 2021

Led Foundation measurement/learning efforts, aligned work with data trends, made evidence-based recommendations and established proactive giving areas around aging as part of the Senior Leadership team. Managed information gathering and research activities and supported continuous improvement, ensuring contract alignment while incorporating a diversity and inclusion lens. Created reports and presentations, shared resources to strengthen grant-making processes, and provided evaluation technical assistance to create cross-sector partnerships to maximize return on investment and support project sustainability. Facilitated discussions on strategic priorities with various leaders. Executed multi-pronged responsibilities, including information sharing through an aligned communications plan. In addition to duties listed under **Program Associate** below, responsibilities included:

- Nurtured partnerships with community groups to define actionable collaborative impact plans and implement public-private partnerships. Coordinated, convened, and acted upon opportunities for shared vision work. Examples include directing input processes for plan creation, identifying related funding applications, and coordinating efforts to create a consolidated single request, motivating teams toward continuous improvement, & providing complex budget management.
- Provided outcomes-focused philanthropic leadership. Monitored progress & compliance through on-site partner visits and document reviews, maintained accurate records and worked in partnership with grantees to improve service delivery to older adults as an active and equitable partner (i.e., troubleshooting, catalyzing outside funding opportunities, recognizing wins). Tracked and measured organizational achievements while providing capacity building expertise.
- Leveraged relationships with large-scale charitable entities. Direct financial impact for local senior-serving partners from national funders exceeds \$500,000 (i.e., Harry & Jeanette Weinberg Foundation, AARP Foundation).
- Managed consultants (evaluation, initiative design, marketing, and communications). Provided day-to-day guidance to direct reports and contractors while providing technical assistance on incorporating beneficiary viewpoints into

programming. Maintained a superior level of responsiveness to community partners. Represented the Foundation in meetings and in networking events.

- Executed other needed duties, such as outreach and conference event design, participation on associated Boards and committees to provide thought leadership, coordination of Advisory teams, and more.

Program Associate

Plough Foundation, 2011 - 2014

Executed regional events on aging population trends, advocacy, justice, and community well-being, culminating in the first Request for Proposals released in the Foundation's 50-year history¹. Served as Memphis Host Committee lead and liaison for national philanthropic activities held in the community. Tracked trends related to Foundation interests, including substance abuse, intimate partner violence, veteran support and more. Served as a community subject matter expert on systems that impact intergenerational families, including emerging policies and best practices. Served as project lead on coalition-based projects related to fair housing, legal representation and accessibility while creating shareable community resources. Provided expertise for taskforces for former Tennessee Governor Bill Haslam (drafted related policy regarding caregiver support and elder exploitation). Created procedural handbooks & charters for statewide programs regarding senior abuse and neglect. Managed external content development projects (i.e., press releases and memos), including the first widely disseminated report administered by Plough Foundation- *Report to the Community on Older Adults in Shelby County- Results from the AdvantAge Survey* - a model featured in multiple publications. Managed a partnership network with a wide range of constituents to sustain Plough-funded projects (i.e., Community Response to Elder Abuse). Worked with elected officials to create legislation mandating the formation of the Vulnerable Adult Protective Investigative Team (VAPIT) - now a legislative mandate that requires a multi-disciplinary response & investigation reports of maltreatment of vulnerable citizens in Tennessee. Shared best practices to strengthen the use of evidence while serving as a resource to outside groups through advising and collaborative planning work (i.e., City of Memphis Mayor's Steering Committee on Emergency Healthcare Utilization, 2016-2020; Aging Commission of the Mid-South Advisory Committee, Mayoral appointee, 2014-2020).

Research + Public Policy Associate

The Urban Child Institute, University of Memphis, 2008-2011

Translated research outcomes regarding early childhood (prenatal to age 8), health and well-being into Policy Papers, Briefs and Fact Sheets that were regularly shared with government officials and stakeholders. Conducted cost effectiveness analysis on public programs designed to decrease future involvement in the criminal justice system, such as nurse visitation programs. Served as a contributing author for the annual production of *The State of Children in Memphis and Shelby County: Data Book*. Served as media spokesperson for campaigns focused on awareness of early childhood learning, inequities and needs, including neglect and abuse. Coordinated community building efforts using media (print/social) and on-going links with local television stations (FOX, NBC, CW affiliates; local public television). Built equitable collaborations based on Social Determinants of Health by advancing positive relations with program staff and outside organizations (i.e.- Shelby County Breastfeeding Coalition volunteer and member).

Professional Development and Recognitions

- "Best Individual: Adult- Shelby County, TN"- *The SPARK Awards/City Current* (2016)
- Top Forty under Forty, *Memphis Business Journal*; Top Twenty under Thirty, *Memphis Flyer*
- Leadership Memphis Executive Class (2016); Southeastern Council on Foundations Hull Fellows Program (2015); New Memphis Institute Fellows (2011)

Selected Governance Volunteer Work

- Grantmakers in Aging, Board of Directors, 2017- 2019 (national)
- Family Safety Center of Memphis and Shelby County, Board of Directors + Outreach Chair, 2016- 2019
- Shelby County Books from Birth, Board of Directors + Outreach Chair, 2011-2016
- Wolf River Conservancy, Board of Directors + Marketing Chair, 2011-2014

Selected Publication

- Midgley, EK & Lo, C. (2013): *The Role of a Parent's Incarceration in the Emotional Health & Problem Behaviors of At-Risk Adolescents*, *Journal of Child & Adolescent Substance Abuse*, 22:2, 85-103.

¹ Total portfolio investment for the Older Adult/Caregiver Initiative exceeds \$12 million, with significant emphasis on reducing disparities related to access. Outcome goals for funded initiatives include 1) Improving access to safe, supportive housing and strong neighborhoods for low-income Memphians, etc.; 2) Providing trauma-centered coordination of services for families impacted by elder maltreatment; 3) Reducing nutritional disparities for older men and women post-hospitalization.

Education

- M.S.- Criminal Justice, College of Arts & Sciences, The University of Alabama, 2008
- B.S.- Psychology, Ed., College of Education, Mississippi State University, 2006

- Additional information (i.e., reference list, media interviews, writing samples) are happily provided upon request.

¹ St. Jude Children's Research Hospital

Coordinator of Programs | Limited term

02/2021-07/2021

In March of 2021, St. Jude launched a new Cancer Prevention Department, designed to develop outreach programs to reduce HPV-related cancer deaths by increasing HPV vaccination rates locally and nationally. This limited role was designed to assist in the launch, start-up, and initial coordination of the program. Job summary below:

Responsible for the creation, development, adaptation, and implementation of the emerging HPV Cancer Prevention Program activities within St. Jude Children's Research Hospital, with St. Jude affiliates, and externally. Identified and established partnerships with community, clinical, government, non-profit, and other organizational partners to further programmatic reach. Developed education and training materials for internal and external groups, including healthcare providers, the public, and other stakeholders. Performs other related duties (i.e., monthly newsletter development and dissemination through Active Campaign, state assessment profile development, creation of fact sheets for parents and public, website biographies, evaluation of educational opportunities) to meet the goals and objectives of the Program launch.

SUBSTITUTE ORDINANCE NO. _____

ORDINANCE TO AMEND CHAPTER 25-200, SECTION 1,
OF THE CITY OF MEMPHIS CODE OF ORDINANCES
GOVERNING THE CITY PENSION SYSTEM TO ALLOW CERTAIN
INDIVIDUALS TO EXTEND PARTICIPATION IN THE
DEFERRED RETIREMENT OPTION PLAN

WHEREAS, the City of Memphis, Tennessee (the "City") has adopted a pension system for general employees and for police officers and firefighters known as the City of Memphis Retirement System, as amended, restated and supplemented from time to time, consisting of a 1948 plan (that part of the system benefiting employees participating under the provisions of sections 25-60 through 25-100) and a 1978 plan (that part of the system benefiting employees participating under the provisions of sections 25-160 through 25-201) as amended in 2012; and a 2016 plan (that part of the system benefiting employees participating under the provisions of sections 25-210 through 25-274), currently established under City Ordinance Chapter 25, Articles I through VII, Divisions 1, 2 and 3 (collectively, "the Pension System"); and

WHEREAS, as part of its 1978 plan (that part of the pension system benefiting employees participating under the provisions of sections 25-160 through 25-201) the City has established a Deferred Retirement Option Plan (DROP), the terms and provisions of which are set forth in section 25-200; and .

WHEREAS the City of Memphis desires to allow certain individuals currently participating in the DROP program to extend their election and continue participation in the DROP during such extension as provided in this ordinance.

NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEMPHIS, that the Pension System shall be amended as follows:

Section 1. Pension Ordinance Amendments

Ordinance Amendment. Sec, 25-200 is hereby amended by adding the following new subparagraph (K) thereto, which shall provide as follows:

(K) *DROP Extension.* Notwithstanding the election made in section (C) of this section, at the request of the City for such employee to continue employment for the benefit of the City, an employee who holds the position and title of Library Director ("eligible employee") may elect to extend his/her DROP end date and continue participation in DROP for up to forty-eight (48) calendar months beyond the original elected DROP end date in subsection (C) of this section. To effectuate such election, the eligible employee shall submit, prior to the end of his/her current

DROP end date on forms required by the City of Memphis Human Resources Office a written election to extend the DROP end date and continue participation in the DROP program. Upon acceptance of such election by the City of Memphis Human Resources Director, the provisions of subsections (D), (E), and (F) of this section will continue to apply.

Section 2. Severability.

The provisions of this Ordinance are hereby declared to be severable. If any of the sections, amendments, provisions, sentences, clauses, phrases, or parts hereof are held unconstitutional or void, the remainder of this Ordinance shall continue in full force and effect.

Section 3. Effective Date.

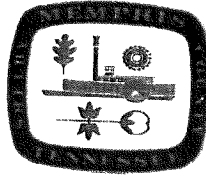
The provisions of this Ordinance shall take effect from and after the date it shall have been passed by the Council, signed by the Chairman of the Council, certified and delivered to the Office of Mayor in writing by the comptroller and become effective as otherwise provided by law.

SPONSOR:

City Administration

Approved:

Mayor, City of Memphis



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.

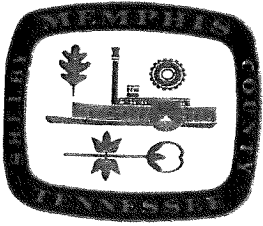
amends an existing contract.

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.

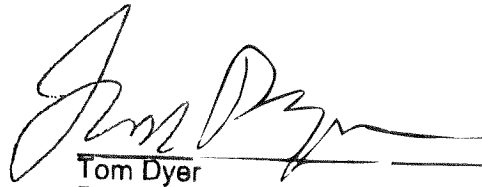
NOW, THEREFORE BE IT RESOLVED BY EDGE ON BEHALF OF THE MEMPHIS AND SHELBY COUNTY PORT COMMISSION, THAT:

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

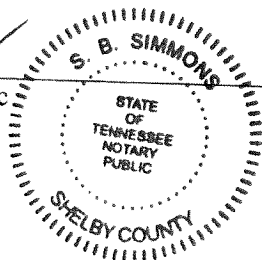
STATE OF TENNESSEE
COUNTY OF SHELBY

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
My commission expires _____

[Signature]
Notary Public



ATTEST:

Valerie C. Supis
City Comptroller

LESSOR:
CITY OF MEMPHIS

By: [Signature]
Jim Strickland, Mayor

APPROVED AS TO FORM:

[Signature]
City Attorney

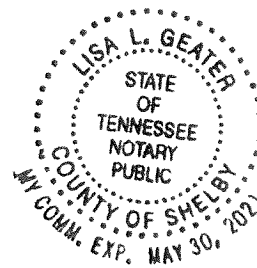
STATE OF TENNESSEE
COUNTY OF SHELBY

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.

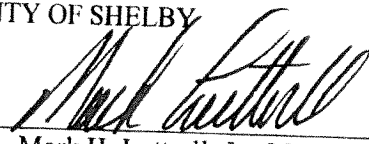
WITNESS my hand and seal of office at Memphis, Tennessee, this the 31st day of May, 2018

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

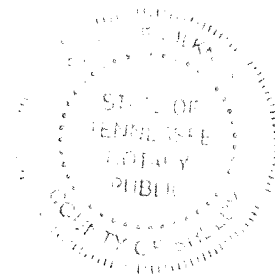
STATE OF TENNESSEE
COUNTY OF SHELBY

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

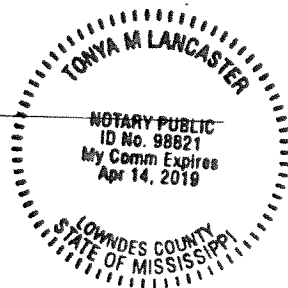
COUNTY OF Lowndes

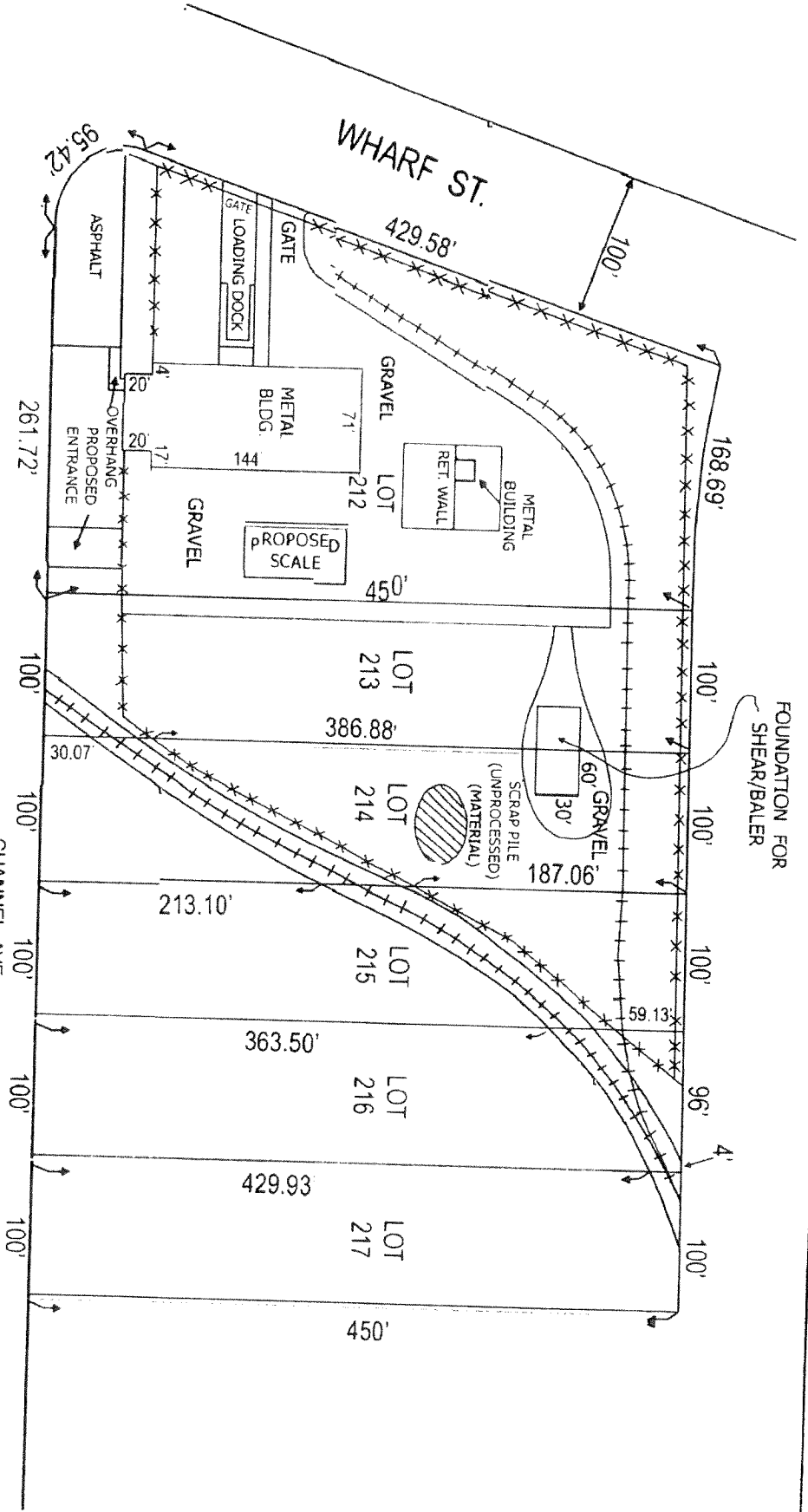
Before me, a notary public within and for said state and county, duly commissioned and qualified, personally appeared **Jerry Frost** with whom I am personally acquainted, and who upon oath acknowledged himself to be President of **Memphis Industrial Scrap Recycling, LLC**, a Mississippi limited liability 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

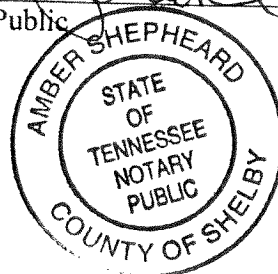
STATE OF TENNESSEE
COUNTY OF SHELBY

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.

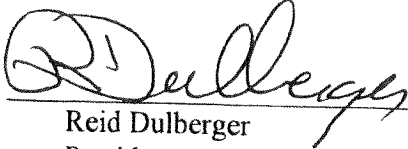
WITNESS my hand and seal of office at Memphis, Tennessee, this the _____ day of _____, 20____.

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

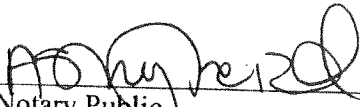
ATTEST:

By: 
Al Bright, Jr.
Chairman

STATE OF TENNESSEE
COUNTY OF SHELBY

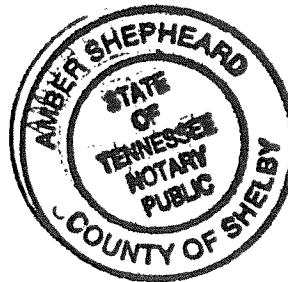
Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared REID DULBERGER, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the President of the Economic Development 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

