

WHEREAS, on occasion the Memphis City Council has seen fit to honor citizens who have served this community and **Shannon A. Brown** is one such citizen whose contributions to the City of Memphis are certainly worthy of recognition; and

WHEREAS, Shannon A. Brown is a graduate of Memphis' own Westwood High School; he obtained his bachelor's degree in Applied Behavioral Science from National-Louis University in Chicago, and a master's degree in Intermodal Transportation from the University of Denver; because of his great success and commitment to uplifting the community, Mr. Brown was awarded with the National-Louis University Distinguished Alumni Award, and was inducted into the Memphis City Schools Alumni Hall of Fame; and

WHEREAS, Shannon A. Brown started his career at one of the City of Memphis' largest employers, FedEx Corporation, as a package handler; at the beginning of his career, Mr. Brown chose to dedicate his knowledge and expertise to mastering his role and to expanding his knowledge of the organization as a whole; and

WHEREAS, Shannon A. Brown's commitment and resolve led him up the corporate ladder, as he later became FedEx's Senior Vice President of Eastern Division U.S. Operations and Chief Diversity Officer; in these roles, he was responsible for overseeing station, hub and ramp operations in the eastern U.S. region, and maintaining an effective diverse and inclusive environment; he also held other executive positions within the company, including Senior Vice President and Chief Human Resources & Diversity Officer at FedEx Express and Senior Vice President of Human Resources at FedEx Ground; his leadership has been honored with multiple FedEx Five Star Awards and the CEO Five Star Award; and

WHEREAS, outside of his professional achievements, **Shannon A. Brown** contributes a great deal to his community; he has served as Chairman of the Board for United Way of the Mid-South; he currently serves on the Board of Directors for Cadence Bank, Universal Insurance Holdings, Inc., and Intermodal Transportation Institute at the University of Denver; he also serves as the HR Chair of the International Air Transport Association, and is a member of Central Board of the Boys & Girls Clubs of Greater Memphis and the Orpheum Theatre Group in Memphis; and

WHEREAS, Shannon A. Brown's strong work ethic and commitment has not gone unnoticed; he has been named to *Black Enterprise* magazine's lists of "100 Most Powerful Executives in Corporate America" and "Top Executives in Corporate Diversity," as well as *Savoy* magazine's "Top 100 Most Influential Executives in Corporate America;" he is a member of the Executive Leadership Council (ELC), and was featured in *Forbes* magazine's "Diversity at the Top" edition which honored the ELC's 30th anniversary.

WHEREAS, Shannon A. Brown is aptly described as an innovative "man for all seasons;" his commitment to the FedEx Corporation has stood the test of time as he worked his way upward to achieve great success; while he is proclaimed as an exceptional leader, he is also well-known as a wonderful husband to his wife, Beryl, and father to their two daughters.

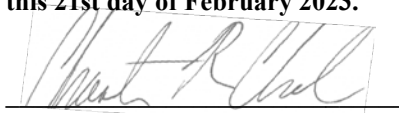
NOW, THEREFORE, BE IT RESOLVED by the Memphis City Council that Democrat Road between Business Park Drive and Lamb Place be designated as

Shannon A. Brown Road

in honor of his exemplary service, great success, and retirement from the FedEx Corporation.

BE IT FURTHER RESOLVED that the City Engineer is requested to affix suitable signs designating this public road, effective February 21, 2023.

**Given by my hand and under the
great seal of the City of Memphis
this 21st day of February 2023.**



**Chase Carlisle
Member, Memphis City Council**



**Patrice Robinson
Member, Memphis City Council**

ORDINANCE TO ESTABLISH A PROCEDURE FOR THE MEMPHIS POLICE DEPARTMENT TO CONDUCT AN ANNUAL INDEPENDENT REVIEW OF THE POLICE TRAINING ACADEMY AND ALL TRAINING TECHNIQUES

WHEREAS, the Memphis City Council recognizes a need and the public’s desire for reforming the practices of the Memphis Police Department to ensure the safety and welfare of the people of Memphis; and

WHEREAS, it is of paramount importance that the training of the Memphis Police Department reflects best practices to make certain that officers are adequately equipped uphold their duty to protect and serve, and to ensure the safety of all members of the community; and

WHEREAS, the employment and training of officers is codified under Tennessee Code Annotated Title 38, Chapter 8; Part I of this Chapter provides that law enforcement agencies, including the Memphis Police Department, must provide training to its officers regarding de-escalation, the duty to intervene, and mental illness training; and

WHEREAS, the Jerry F. Agee Tennessee Law Enforcement Training Academy (TLETA), codified in Tennessee Code Annotated Section 38-8-201, was created for the purpose of training police and law enforcement officers in the methods of maintaining law enforcement services in state, municipal, county, and metropolitan jurisdictions; and

WHEREAS, Section 38-8-104 vests the authority to establish uniform standards and curriculum requirements for the employment and training of police recruits and police officers with the Commission, the composition of which is stipulated in Section 38-8-102(b)(1); this commission is required by statute to “Consult and cooperate with municipalities . . .” regarding the training of police recruits and police officers; thus, it is imperative the Memphis Police Department diligently review its training techniques and practices to adequately meet the current needs of the City of Memphis regarding its safety and welfare; and

WHEREAS, it is the intent of the Memphis City Council to ensure that the training provided to current officers and those enrolled in the training academy is in accordance with state law and best practices by conducting a regular audit thereof, by an independent third party with adequate expertise on the subject matter, to determine whether such training techniques and procedures are aligned with best practices.

NOW, THEREFORE,

SECTION 1: BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEMPHIS that the provisions of the City Code relating to the Division of Police Services be hereby amended to add a new section that shall read as follows:

_____ Audit of the Memphis Police Department Training Practices

The Director of the City of Memphis Division of Police Services shall conduct an audit of the training techniques taught to police recruits and police officers **annually** to assess whether such

training is in accordance with Tennessee law and best practices. The audit shall be conducted by an independent third party to be selected by the Chief of Police and the Mayor, **and the contract to hire to be approved by the Memphis City Council**. Any recommendations and reports prepared as a result of the audit shall be presented to the Members of the Memphis City Council.

SECTION 2. BE IT FURTHER ORDAINED, that the provisions of this Ordinance are hereby severable. If any of these sections, provisions, sentences, clauses, phrases or parts is held unconstitutional or void, the remainder of this Ordinance shall continue in full force and effect.

SECTION 3. 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 Chairperson of the Council, certified and delivered to the Office of the Mayor in writing by the Comptroller and become effective as otherwise provided by law.

Sponsor(s):
Chase Carlisle
JB Smiley, Jr.
J. Ford Canale

Chairman:
Martavius Jones

ORDINANCE NO. _____

AN ORDINANCE TO AMEND CITY OF MEMPHIS CODE OF ORDINANCES VEHICLES AND TRAFFIC CODE TO CLARIFY APPROPRIATE METHODS OF ENFORCEMENT OF TRAFFIC VIOLATIONS

WHEREAS, the Memphis City Council recognizes the need to establish the appropriate methods and circumstances of enforcement of traffic violations to provide for the fair and transparent administration and enforcement of traffic violations, prevent racial disparities, and protect public safety, and making certain technical changes, all under certain terms and conditions; and

WHEREAS, the Memphis City Council seeks to clarify appropriate methods of enforcement of traffic violations by the Memphis Police Department to further the just, equitable and fair enforcement of the law for all people, to provide for the fair and transparent administration of the vehicles and traffic code with respect to all, to prevent racial disparities, and to protect public safety in a manner consistent with these values; and

WHEREAS, the Title 11 of the Memphis Code of Ordinances for Vehicles and Traffic, establishes Chapter 11-4, General Provisions and Definitions, and Chapter 11-8, Administration and Enforcement, including the provisions of T.C.A. §§ 7-63-101 through 7-63-107 are adopted and the adoption of T.C.A. § 7-63-101 et seq., applies to violations of any traffic or other ordinances, laws and regulations of the City of Memphis as provided in such code provision.

NOW, THEREFORE,

SECTION 1: BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEMPHIS that the provisions of the Memphis Code of Ordinances relative to the Division of Police Services vehicles and traffic be hereby amended to add a new Section 11-8-12-Achieving Driving Equality, Compliance with the City of Memphis Vehicles and Traffic Code to read as follows:

TITLE 11, Chapter 11-8, Administration and Enforcement, Section 12-Achieving Driving Equality, Compliance and Enforcement of the City of Memphis Vehicles and Traffic Code

In this Chapter the following definitions apply:

- (1) Primary Violation. A violation of the City of Memphis Vehicles and Traffic Codes observed within the City of Memphis, that does not constitute a secondary violation.
- (2) Secondary Violation. Violations of the following of the City of Memphis Vehicles and Traffic Codes, and such other violations as are identified by the Police Department by regulation.
 - (a) Registration of Vehicles, when the vehicle had been previously registered within the City of Memphis within sixty days of the observed infraction.

- (b) Temporary Registration Permits, where the violation is related to the location of the permit, but the permit is otherwise clearly displayed in the rear window.
 - (c) Display of Registration Plate, where the violation pertains to a plate not securely fastened to the vehicle, but such plate is otherwise clearly displayed.
 - (d) Periods for Requiring Lighted Lamps, where the violation for lighting equipment not illuminating is limited to a single brake light, head light, or running light; a single bulb in a larger light of the same; or any other single light or bulb of a vehicle light.
 - (e) Other Obstructions; and
 - (f) Bumpers; and
 - (g) Operation of Vehicle Without Official Certificate of Inspection and
 - (h) Unlawful Operation Without Evidence of Emission Inspection.
- A. Compliance with the City of Memphis Vehicles and Traffic Code. So long as such conduct is prohibited by the City of Memphis Vehicles and Traffic Code, motorists who own or operate vehicles within the city limits shall operate, maintain, title, register, and license vehicles in accordance with the provisions of the Vehicles and Traffic Code.
 - B. Enforcement of Primary Violations. A police officer or law enforcement officer may initiate a motor vehicle stop and, at their discretion, cite a driver for a violation observed within the City of Memphis without observing any other City of Memphis Vehicles and Traffic Code violation.
 - C. Enforcement of Secondary Violations. To the full extent of Council’s legislative authority, a police officer or other law enforcement officer may initiate a motor vehicle stop for a secondary violation observed within the City of Memphis only where there is a simultaneously observed primary violation for which an officer, at their discretion, could issue a citation.

SECTIIION 2: BE IT FURTHER ORDAINED BY THE COUNCIL OF THE CITY OF MEMPHIS that t the provisions of this Ordinance are hereby severable. If any of these sections, provisions, sentences, clauses, phrases, or parts is held unconstitutional or void, the remainder of this Ordinance shall continue in full force and effect.

SECTION 3: BE IT FURTHER ORDAINED BY THE COUNCIL OF THE CITY OF MEMPHIS, that this Ordinance shall take effect from and after the date it shall have been passed by the Council, signed by the Chairperson of the Council, certified and delivered to the Office of the Mayor in writing by the Comptroller and become effective as otherwise provided by law.

SPONSOR(S):
 Michalyn Easter-Thomas
 Rhonda Logan

CHAIRMAN:
 Martavius Jones

Ordinance No. _____

Ordinance to Amend the City of Memphis Code of Ordinances, Chapter 21, Motor Traffic and Vehicles, Article 1, General Provisions and Definitions, to Require the Division of Police Services to Use Only Appropriately Marked Law Enforcement Vehicles to Conduct Traffic Stops

WHEREAS, the Memphis City Council desires to reform practices of the City of Memphis Division of Police Services that may jeopardize the safety of the citizens of Memphis; and

WHEREAS, the City of Memphis is granted authority to the running of automobiles within its corporate limits, under Tenn. Code Ann. § 55-8-101 and Sections 68 and 77 of the City's Home Rule Charter, which vests the legislative council or body of the City of Memphis with police powers to regulate the use of its streets, alleys, thoroughfares, rights-of-way and public places for the protection of the health, safety and welfare of its citizens; and

WHEREAS, the Council desires to amend the current City of Memphis Code of Ordinances relating to the division of police services general duties and powers of enforcement of street traffic laws of the city and all state motor vehicle laws applicable to street traffic in the city.

NOW, THEREFORE BE IT ORDAINED by the Memphis City Council that

Section 1. Chapter 21, Motor Traffic and Vehicles, Article 1, General Provisions and Definitions, Section 11-4-1, is amended by adding the following:

Sec. 11-4-1. Definitions.

“Appropriately marked law enforcement vehicle” means a vehicle that bears the insignias, stripes, decals, labels, seals, symbols, or other pictorial signs or lettering indicating its identity as a law enforcement vehicle used by the division of police.

Section 2. Chapter 21, Motor Traffic and Vehicles, Article 1, General Provisions and Definitions, Section 11-4-3, is amended by adding the following:

Sec. 11-4-3. Establishment, control and general duties of traffic division of police division.

There is established in the police division of the city a traffic division to be under the control of an officer of police directly responsible to the director of police. It shall be the primary duty of the traffic division in appropriately marked law enforcement vehicles, with such aid as may be rendered by other member of the police division in appropriately marked law enforcement vehicles, to enforce the street regulations of the city and all of the state vehicle laws applicable to street traffic in the city, to make arrests for traffic violations, to investigate traffic accidents and to arrest and to assist in the prosecution of those persons charged with violations causing or contribution to such accidents, to cooperate with the director of public works and other officials of the city in the administration of the traffic laws and in developing ways and means to improve traffic conditions, and to carry out those duties specially imposed upon such division by this title and other traffic ordinances of the city.

Section 3. Chapter 21, Motor Traffic and Vehicles, Article 4, General Provisions and Definitions, Section 11-4-5, is amended by adding the following:

Sec. 11-4-5. Duty of police to enforce traffic laws.

It shall be the duty of the officers of the police division of the city, or such persons as are assigned by the director of police to enforce all street traffic laws of this city and all the state motor vehicle laws applicable to street traffic in the city. Officers of the police division of the city must be in an appropriately marked law enforcement vehicle in order to enforce all street traffic laws of this city and all the state motor vehicle laws applicable to street traffic in the city.

Section 4. Severability. The provisions of this Ordinance are hereby severable. If any of these sections, provisions, sentences, clauses, phrases, or parts are held unconstitutional or void, the remained of this Ordinance shall continue in full force and effect.

Section 5. Effective Date. 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

Rhonda Logan

CHAIRMAN

Martavius Jones

ORDINANCE NO. _____

**AN ORDINANCE TO ESTABLISH A PUBLIC SAFETY REPORTING PROTOCOL
IN REGARD TO THE DISPOSITION BY THE MEMPHIS POLICE
DEPARTMENT OF RECOMMENDATIONS BY THE CIVILIAN LAW
ENFORCEMENT REVIEW BOARD (CLERB) TO THE MEMPHIS POLICE
DEPARTMENT REGARDING CLERB'S DISPOSITION OF COMPLAINTS
INVOLVING POLICE MISCONDUCT, THE USE OF DEADLY FORCE BY
POLICE OFFICERS AND DEATHS OR INJURIES OF PERSONS OCCURRING
WHILE IN POLICE CUSTODY**

WHEREAS, the Civilian Law Enforcement Review Board (CLERB) is a joint citizens' law enforcement review board for oversight of law enforcement that is authorized by ordinance to investigate Complaints filed by citizens alleging police misconduct by officers of the Memphis Police Department (MPD)

WHEREAS, CLERB is also authorized to receive, investigate, hear cases, make findings and recommend action on complaints regarding excessive and deadly force, deaths and injuries to persons occurring while in police custody, harassment by police, improper arrests, inadequate investigations, or any other misconduct by a member of MPD; and

WHEREAS, the Memphis City Council believes it is of paramount importance that the Council and citizens of Memphis are made aware of the disposition by the Memphis Police Department of the recommendations of CLERB made to the Director of the Memphis Police Department as provided by ordinance to ensure that recommendations are taken seriously, acted on in a timely manner, and there is accountability for misconduct of MPD officers; and

WHEREAS, it is the desire of the Memphis City Council to establish a public safety reporting protocol in relation to CLERB's recommendations to MPD to include the recommendations from CLERB in response to an Inspectional Services Bureau (ISB) case brought before the board, the disposition of CLERB's recommendations, and the rationale for the actions taken by MPD in response to CLERB's recommendations.

NOW, THEREFORE BE IT ORDAINED by the Council of the City of Memphis that

Section 1. Pursuant to City of Memphis Ordinance No. 5620, Section 28-161, the Memphis Police Department shall report, in writing, on a bimonthly (occurring every two (2) months) basis the disposition of recommendations made by Civilian Law Enforcement Review Board (CLERB) to the Director (Chief) of the Memphis Police Department regarding Inspectional Services Bureau (ISB) cases in which the

complaint was found to be “sustained” by CLERB. The report shall include the following information:

- Inspectional Services Bureau (ISB) case number
- Description of the ISB case
- CLERB hearing date for the ISB case
- CLERB disposition and recommendations for the ISB case
- Disposition/Result of each CLERB recommendation and associated date(s) of enactment or deferral for each recommendation
- Rationale for why each CLERB recommendation was enacted or deferred

Section 2. The Memphis Police Department shall be required to cooperate fully with all document and witness requests from the Civilian Law Enforcement Review Board (CLERB).

Section 3. The Civilian Law Enforcement Review Board (CLERB) shall be given the following powers:

- Investigative authority
- Ability to audit Memphis Police Department reports and policies
- Ability to research and put forth policy recommendations for implementation by the Memphis Police Department

Section 4. Each report shall be made available to the City Council members and posted on the CLERB, City Council, and Memphis Police Department websites.

Section 5. The City Council reserves the right to request a presentation regarding any report to be held in City Council committee or full Council meetings.

Section 6. Severability. All provisions of this Ordinance are hereby severable and if any of these sections, provisions, sentences, clauses, phrases, or parts are held unconstitutional or void, the remainder of this Ordinance shall continue in full force and effect.

Section 7. Effective Date. 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
JB Smiley, Jr.
Chase Carlisle

CHAIRMAN
Martavius Jones

Ordinance No. _____

Ordinance to establish an Independent Review Process of Memphis Police Department Incidents involving the use of Excessive, Unnecessary and, or Deadly Force by Police Officers and Deaths or Serious Injuries of Persons Occurring while in Police Custody

WHEREAS, in the City of Memphis Code of Ordinances, Division of Police Services, Section 2-28-9, *Complaints against officers and patrol officers*, it currently states, “Complaints against officers or patrol officers of the division of police services shall be made through the director of police to the appropriate internal investigative unit of the division of police services;” and

WHEREAS, the Memphis City Council believes that it is important for citizens to have the option to appeal directly to the Council to conduct an independent review regarding complaints related to incidents of excessive, unnecessary and, or deadly force by officers of the Memphis Police Department and, or deaths or serious injuries of persons occurring while in police custody.

NOW, THEREFORE BE IT ORDAINED by the Council of the City of Memphis, that

Section 1. Chapter 28, Division of Police Services, Article IX, Complaints against officers and patrol officers, shall be repealed in its entirety and rewritten as follows:

- (A) Complaints against officers or patrol officers of the division of police services shall be made through the Director (Chief) of police to the appropriate internal investigative unit of the division of police services.
- (B) The Chief Security Officer of the Memphis City Council, in receipt of a complaint against officers or patrol officers of the division of police services, involving the use of excessive, unnecessary, and or deadly force by police officers, or that a death or serious injury of persons occurred while in police custody, may report such a complaint to the Council Attorney.
- (C) Upon receipt of notification from a member of the Memphis City Council, the Council Attorney will inform City Council members of the complaint during an Attorney Client Privileged meeting. At that time, the Council may elect to conduct an independent review of the complaint.
- (D) If the Council chooses to conduct an independent review, the Council Attorney shall be authorized to obtain the services of an independent consultant or investigator with a background in policing, law, and, or civil rights. The Council Attorney shall send written notice of the Council’s decision to conduct an independent review to the Mayor, Director (Chief) of Police Services, and City Attorney. Upon receipt of written notice, the Director (Chief) of Police Services shall send to the Council Attorney within 5 (five) business days (i) copies of the original incident, and or arrest report(s) and (ii) any video recordings of the incident from the body cameras of all officers at the scene of the incident and, or any cameras in the area owned by the City of Memphis.
- (E) Upon conclusion of the independent review, the Council Attorney will share the findings with members of the Memphis City Council, the City Attorney, and a legal representative from the Memphis Police Department in an Attorney Client Privileged meeting.
- (F) Following review by the Council, and after the conclusion of the department of police services internal review, the Council’s independent review shall be published on the City Council website.

Section 2. Severability. The provisions of this Ordinance are hereby severable. If any of these sections, provisions, sentences, clauses, phrases, or parts are held unconstitutional or void, the remainder of this Ordinance shall continue in full force and effect.

Section 3. Effective Date. 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.

SPONSORS

JB Smiley, Jr.
Chase Carlisle
Rhonda Logan

CHAIRMAN

Martavius Jones

ORDINANCE NO.: _____

AN ORDINANCE TO AMEND THE CITY OF MEMPHIS CODE OF ORDINANCES RELATING TO PUBLIC SAFETY FOR THE CITY OF MEMPHIS LAW ENFORCEMENT TO COLLECT AND REGULARLY REPORT DATA REGARDING TRAFFIC STOPS, ARRESTS, USE OF FORCE, AND COMPLAINTS.

WHEREAS, Memphis City Council recognizes that good governance and effective policing relies on the collection, analysis, and public reporting of data; and

WHEREAS, The Southern Poverty Law Center states that “data collection and dissemination are also essential to ensure that police promote public safety in a constitutional, safe, and equitable manner”; and

WHEREAS, Data collected over the years shows, across the United States, that people of color are disproportionately pulled over, arrested, and incarcerated and often face harsher consequences; and

WHEREAS, The collection and reporting of data can inform local law enforcement agencies and the public about possible differential treatment in traffic stops, arrests, and use of force or the lack of evidence thereof; and

WHEREAS, Campaign Zero, an organization that promotes research-based policy solutions to end police brutality, observes that comprehensive data reporting can reduce lethal force by police by 25%; and

WHEREAS, The policy of the Memphis Police Department personnel prohibits “express[ing] bias against any race, any religion, or any protected class of individuals”; and

WHEREAS, Memphis City Council affirms the importance of eliminating bias from law enforcement practices.

NOW, THEREFORE, BE IT ORDAINED BY THE City of Memphis City Council, TENNESSEE, that the City of Memphis City Council Members hereby adopts the following ordinance to amend Chapter 28 of the Code of Ordinances and create a new Article.

Section 1. Purpose of Data Collection & Reporting Ordinance

The purpose of this Data Collection and Reporting Ordinance is to promote effective policing by the City Of Memphis Law Enforcement through the collection and reporting

of data as it pertains to traffic stops (including stopping someone on foot or vehicles with or without a motor), arrests, uses of force, complaints, and the demographics thereof.

Section 2. Definitions

2.1 The term “City of Memphis Law Enforcement” or “Officer” means Memphis Police Department employees and officers. This definition includes both civilian and non-civilian personnel.

2.2 The term “Traffic Stop” means the investigation or detention of an occupant/s of a vehicle (this includes but is not limited to any vehicle with or without a motor, i.e. bikes, scooters, skateboards) or on foot.

2.3 The term “Use of Force” means verbal or physical coercion by an Officer in performance of official duties, including but not limited to force the Officer believes will deescalate a situation, is in self-defense, or in defense of others.

2.4 The term “demographics” means tracking race, ethnicity, age and gender identity.

Section 3. Data Collection

3.1 When an Officer conducts a traffic or pedestrian stop, the Officer shall collect, record, and submit the following information:

- (a) The date, start and end time, and location (nearest intersection and zip code) of the traffic stop;
- (b) The year, make and model of the vehicle;
- (c) The primary reason for stop, including any dispatch code if associated with the stop, and any following reasons for stop or citations;
- (d) Any actions related to traffic stop such as warrant checks or car/ personnel searches (frisking), removal of individuals from vehicle, use of handcuffs or restraint of occupants, of any individuals subject to search;
- (e) If the traffic stop resulted in any use of force, the reason for use of force, what force was used, if there were injuries to the officer or person, and if there was a need for medical assistance;
- (f) If the traffic stop resulted in arrest and why;
- (g) If the traffic stop resulted in the recovery of contraband, or illegal items and substances; delineated by type (i.e. drugs, guns, stolen items);

(h) If a vehicle or any personal effects were seized damages, or injuries were incurred;

(i) The location, race, ethnicity, gender, and age of all individuals subject to the traffic stop;

- 1) The individuals subject to the stop should be presented the option to self-identify their race, ethnicity, gender, and/or age by the officer but this is not required of the individual.
- 2) A record should be made by the officer of the individual's request to self-identify. A copy of the record shall be signed by both the officer and the individual and provided to the individual for their personal records.
- 3) The record shall state that self-identification will not affect the outcome of the investigation, detention, or arrest of the individual being stopped.
- 4) A unique log number will be presented to the driver and recorded by the officer.

(j) The name of any ongoing MPD operations or task forces related to the traffic stop;

(k) The name of the officer who conducted the traffic stop and any other officers who arrived on scene, if any;

(l) 911 job IDs, Computer Aided Dispatch, and Records Management Systems related information leading to or used during the traffic stop.

3.2 When an Officer conducts an arrest or arrests, the Officer shall collect, record, and submit the following information:

- (a) The name of the arresting officer
- (b) Reason for arrest(s)
- (c) Time of arrest(s)
- (d) Location of arrest(s) if different from the original stop
- (e) Name of transporting officer
- (f) Time the individual was delivered to jail for booking

3.3 Complaints

- (a) If there are any complaints made by the individual(s) being stopped to Internal Affairs, the complaint(s) shall be recorded as part of Memphis Police Department's record of the corresponding traffic stop
- (b) If there are any complaints made by the individual(s) being stopped to Commanding Officers, the complaint(s) shall be recorded as part of Memphis Police Department's record of the corresponding traffic stop

3.4 The Officer shall promptly report the information recorded pursuant to this section to the Memphis Police Department ("MPD") in the manner the policy specifies;

- (a) To the extent not already in place, develop procedures and policies to reasonably ensure information entered into the database, is complete and accurate.
- (b) MPD shall create an online electronic database available to the public in an exportable .csv format for collecting, compiling, storing, and analyzing the information reported by Officers pursuant to this section, within (1) one year of the effective date of this ordinance
- (c) To the extent not already in place, MPD shall publicly publish exportable the full report in a .csv format online within (6) six months of the effective date of this ordinance and subsequent monthly reports with updated information
- (d) Transmit a bi-annual report detailing the Police Department's traffic enforcement, and identifying any best-practice policy changes that were implemented over the preceding year, to the City Council and Chair of the Public Safety Committee and publish publicly, two weeks prior to the public hearing scheduled in accordance with this ordinance

Section 4. Semi-Annual Analysis and Reporting of Officer Activity

4.1 On a semi-annual basis, MPD shall send a written report to the City of Memphis City Council members and the City of Memphis Mayor covering the previous six months.

4.2 The semi-annual report shall contain the total number of traffic stops and pedestrian stops during the reporting period. This report shall include demographic data such as the total number of traffic and pedestrian stops broken down by location, race or ethnicity, gender, and age. Traffic stops and pedestrian stops will need to be notated separately.

4.3 In addition, the semi-annual report shall contain the total number of arrests from traffic and pedestrian stops during the reporting period. This report shall include

demographic data such as the total number of arrests broken down by location, race or ethnicity, gender, and age.

4.4 The semi-annual report shall also contain the total number of uses of force, not limited to traffic stops or detentions, including uses of force, shots fired and/or stops that result in death and the cause of death, during the reporting period. This report shall include the following demographic data:

(a) The total number of uses of force broken down by location, race or ethnicity, gender, and age;

(b) The total number of uses of force that result in shots fired, or death by location, race or ethnicity, gender, and age.

4.5 Finally, the semi-annual report shall contain the total number of complaints and the total number of closed complaints from the Memphis Police - Internal Affairs Bureau in the reporting period. This report shall include the following demographic data:

(a) The total number of complaints characterized as allegations of bias based on race or ethnicity, gender or gender identity, and age;

(b) The total number of complaints closed characterized as allegations of bias based on race or ethnicity, gender or gender identity, and age;

(c) The total number of complaints characterized as allegations of excessive force during the commission of a traffic stop;

(d) The total number of closed complaints characterized as excessive force during the commission of a traffic stop;

Section 5. Severability. All provisions of this Ordinance are hereby severable and if any of these sections, provisions, sentences, clauses, phrases, or parts are held unconstitutional or void, the remainder of this Ordinance shall continue in full force.

Section 6. Effective Date. This Ordinance shall take effect from and after the date it shall have 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

JB Smiley, Jr.

Chase Carlisle

J. Ford Canale

Frank Colvett, Jr.

Michalyn Easter-Thomas

Edmund Ford, Sr.

CHAIRMAN

Martavius Jones

Cheyenne Johnson

Martavius Jones

Rhonda Logan

Worth Morgan

Jana Swearngen-Washington

Dr. Jeff Warren

**CITY OF MEMPHIS
COUNCIL AGENDA CHECK OFF SHEET**

**ONE ORIGINAL
ONLY STAPLED
TO DOCUMENTS**

**Planning & Development
DIVISION**

Planning & Zoning COMMITTEE: 02/07/2023

DATE

PUBLIC SESSION: 02/07/2023

DATE

ITEM (CHECK ONE)

ORDINANCE _____ RESOLUTION REQUEST FOR PUBLIC HEARING

ITEM CAPTION: Zoning ordinance amending Ordinance No. 5367 of Code of Ordinance, City of Memphis, Tennessee, adopted on August 10, 2010, as amended, known as the Memphis and Shelby County Unified Development code, to authorize a zoning use district reclassification for land located at 4225 Getwell Road. By taking the land out of the Residential Single-Family – 8 (R-8) Use District and including it in the Employment (EMP) Use District, known as case number Z 22-012

CASE NUMBER: Z 22-012

LOCATION: 4225 Getwell Road

COUNCIL DISTRICTS: District 3 and Super District 8 – Positions 1, 2, and 3

OWNER/APPLICANT: Hometown Disposal LLC

REPRESENTATIVES: Brenda Solomito Basar

REQUEST: Rezoning of +/- .25 acres from Residential Single-Family – 8 (R-8) to Employment (EMP)

RECOMMENDATION: The Division of Planning and Development recommended *Approval*
The Land Use Control Board recommended *Approval*

RECOMMENDED COUNCIL ACTION: **Public Hearing Required**
Set date for first reading – February 7, 2023
Second reading – February 21, 2023
Third reading – March 7, 2023

PRIOR ACTION ON ITEM:

(1) _____	APPROVAL - (1) APPROVED (2) DENIED
01/12/2023 _____	DATE
(1) Land Use Control Board _____	ORGANIZATION - (1) BOARD / COMMISSION (2) GOV'T. ENTITY (3) COUNCIL COMMITTEE

FUNDING:

(2) _____	REQUIRES CITY EXPENDITURE - (1) YES (2) NO
\$ _____	AMOUNT OF EXPENDITURE
\$ _____	REVENUE TO BE RECEIVED

SOURCE AND AMOUNT OF FUNDS

\$ _____	OPERATING BUDGET
\$ _____	CIP PROJECT # _____
\$ _____	FEDERAL/STATE/OTHER

ADMINISTRATIVE APPROVAL:

	<u>DATE</u>	<u>POSITION</u>
_____	_____	PRINCIPAL PLANNER
_____	_____	DEPUTY ADMINISTRATOR
_____	_____	ADMINISTRATOR
_____	_____	DIRECTOR (JOINT APPROVAL)
_____	_____	COMPTROLLER
_____	_____	FINANCE DIRECTOR
_____	_____	CITY ATTORNEY
_____	_____	CHIEF ADMINISTRATIVE OFFICER
_____	_____	COMMITTEE CHAIRMAN



Memphis City Council Summary Sheet

Z 22-012

ZONING ORDINANCE AMENDING ORDINANCE NO. 5367 OF CODE OF ORDINANCE, CITY OF MEMPHIS, TENNESSEE, ADOPTED ON AUGUST 10, 2010, AS AMENDED, KNOWN AS THE MEMPHIS AND SHELBY COUNTY UNIFIED DEVELOPMENT CODE, TO AUTHORIZE A ZONING USE DISTRICT RECLASSIFICATION FOR LAND LOCATED AT 4225 GETWELL ROAD. BY TAKING THE LAND OUT OF THE RESIDENTIAL SINGLE-FAMILY – 8 (R-8) USE DISTRICT AND INCLUDING IT IN THE EMPLOYMENT (EMP) USE DISTRICT, KNOWN AS CASE NUMBER Z 22-012

- Approval of this zoning district reclassification will be reflected on the Memphis and Shelby County Zoning Atlas; and
- No contracts are affected by this item; and
- No expenditure of funds/budget amendments are required by this item.

ORDINANCE NO: _____

ZONING ORDINANCE AMENDING ORDINANCE NO. 5367 OF CODE OF ORDINANCE, CITY OF MEMPHIS, TENNESSEE, ADOPTED ON AUGUST 10, 2010, AS AMENDED, KNOWN AS THE MEMPHIS AND SHELBY COUNTY UNIFIED DEVELOPMENT CODE, TO AUTHORIZE A ZONING USE DISTRICT RECLASSIFICATION FOR LAND LOCATED AT 4225 GETWELL ROAD. BY TAKING THE LAND OUT OF THE RESIDENTIAL SINGLE-FAMILY – 8 (R-8) USE DISTRICT AND INCLUDING IT IN THE EMPLOYMENT (EMP) USE DISTRICT, KNOWN AS CASE NUMBER Z 22-012

WHEREAS, a proposed amendment to the Memphis and Shelby County Unified Development Code, being Ordinance No. 5367 of the Code of Ordinances, City of Memphis, Tennessee, as amended, has been submitted to the Memphis and Shelby County Land Use Control Board for its recommendation, designated as **Case Number: Z 22-012**; and

WHEREAS, the Memphis and Shelby County Land Use Control Board has filed its recommendation and the Division of Planning and Development has filed its report and recommendation with the Council of the City of Memphis; and

WHEREAS, the Council of the City of Memphis has reviewed the aforementioned amendment pursuant to Tennessee Code Annotated Section 13-4-202(B)(2)(B)(iii) and has determined that said amendment is consistent with the Memphis 3.0 General Plan; and

WHEREAS, the provisions of the Code of Ordinances, City of Memphis, Tennessee, as amended, relating to the proposed amendment, have been complied with.

NOW THEREFORE, BE IT ORDAINED, BY THE COUNCIL OF THE CITY OF MEMPHIS:

SECTION 1:

THAT, the Memphis and Shelby County Unified Development Code, Ordinance No. 5367 of the Code of Ordinances, City of Memphis, as amended, be and the same hereby is amended with respect to Use Districts, as follows:

BY TAKING THE FOLLOWING PROPERTY OUT OF THE RESIDENTIAL SINGLE-FAMILY – 8 (R-8) USE DISTRICT AND INCLUDING IT IN THE EMPLOYMENT (EMP) USE DISTRICT.

The following property located in the City of Memphis, Tennessee being more particularly described as follows:

BOUNDARY

DESCRIPTION OF A 0.94 ACRE PARCEL OF LAND LOCATED AT 4225 GETWELL ROAD, MEMPHIS, SHELBY COUNTY, TENNESSEE AND RECORDED IN INSTRUMENT NO. 21049305, SAID 0.94 ACRE PARCEL BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WEST LINE OF GETWELL ROAD, SAID POINT BEING THE COMMON LINE WITH THE JOHN MCCOMMON JR. PROPERTY, PARCEL I.D. 073092 00023; THENCE NORTHWARDLY ALONG THE WEST LINE OF GETWELL ROAD A DISTANCE OF 220.06 FEET TO A POINT, SAID POINT BEING THE COMMON LINE WITH THE LLOYD A. CHISM PROPERTY, PARCEL I.D. 073092 00065C; THENCE WESTWARDLY ALONG SAID COMMON LINE A DISTANCE OF 186.98 FEET TO A POINT; THENCE SOUTHWESTWARDLY ALONG THE COMMON LINE OF THE SHELBY COUNTY PROPERTY, PARCEL I.D. 073092 00069 FOR A DISTANCE OF 220.06 FEET TO A POINT IN THE NORTH LINE OF THE JOHN MCCOMMON JR. PROPERTY; THENCE SOUTHEASTWARDLY ALONG SAID COMMON LINE FOR A DISTANCE OF 186.98 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 41,135 SQUARE FEET OR 0.94 ACRES OF LAND, MORE OR LESS.

SECTION 2:

THAT, the Zoning Administrator of the Division of Planning and Development be, and is hereby directed to make the necessary changes in the Official Use District Maps to conform to the changes herein made; that all official maps and records of the Memphis and Shelby County Land Use Control Board and the City of Memphis be, and they hereby are, amended and changed so as to show the aforementioned amendment of the said Zoning Ordinance.

SECTION 3:

THAT, this ordinance 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 the Mayor in writing by the comptroller, and become effective as otherwise provided by law.

ATTEST:

//: ATTACHMENTS

LAND USE CONTROL BOARD RECOMMENDATION

At its regular meeting on **Thursday, January 12, 2023**, the Memphis and Shelby County Land Use Control Board held a public hearing on the following application:

CASE NUMBER: Z 22-012

LOCATION: 4225 Getwell Road

COUNCIL DISTRICT(S): District 3, Super District 8 – Positions 1, 2, and 3

OWNER/APPLICANT: Hometown Disposal LLC

REPRESENTATIVE: Brenda Solomito Basar

REQUEST: Rezoning of +/- .25 acres from Residential Single-Family – 8 (R-8) to Employment (EMP)

The following spoke in support of the application: None

The following spoke in opposition of the application: None

The Land Use Control Board reviewed the application and the staff report. A motion was made and seconded to recommend approval of the application.

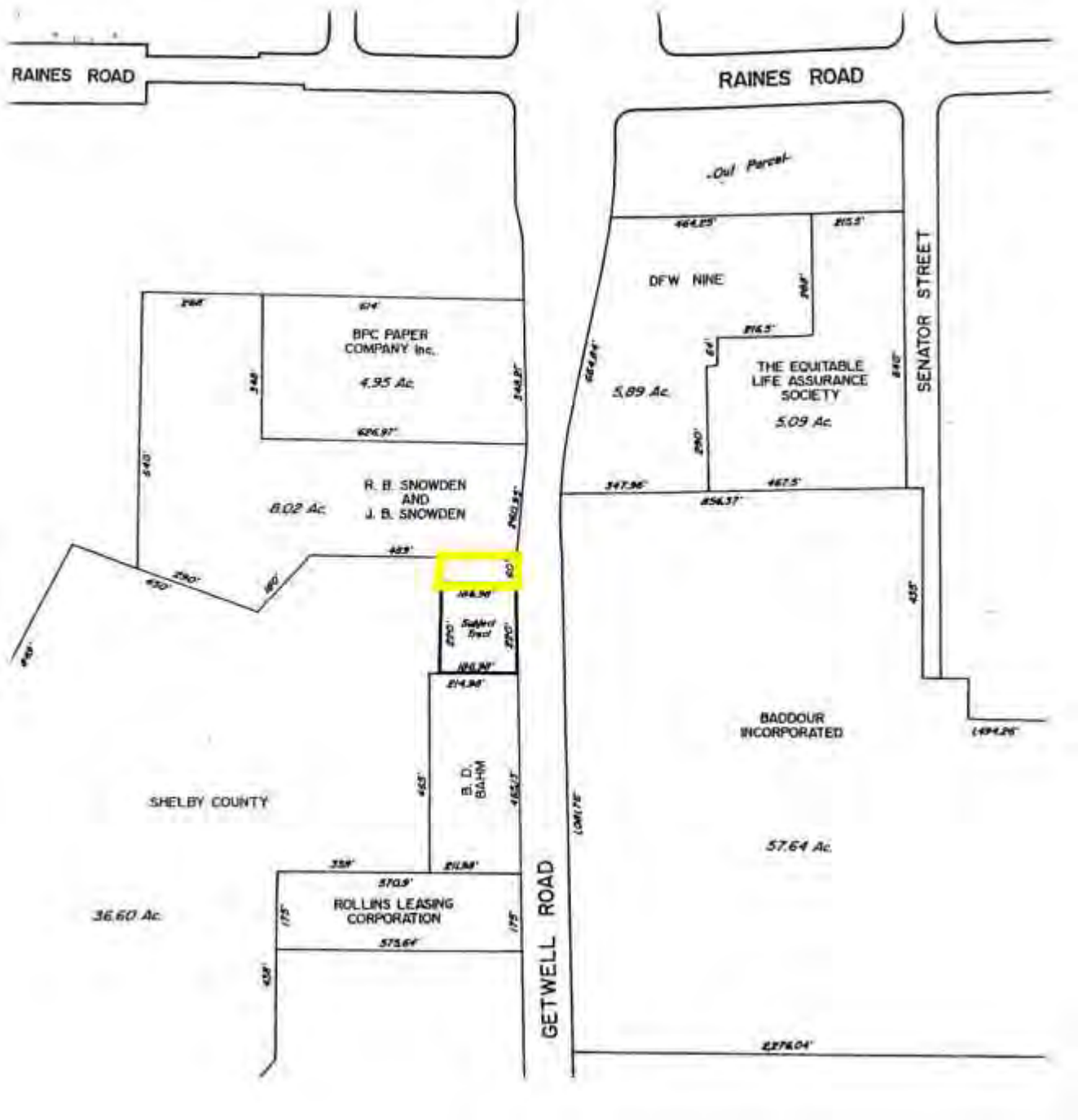
The motion passed by a unanimous vote of 8-0 on the consent agenda.

Respectfully,



Jordan McKenzie
Principal Planner
Land Use and Development Services
Division of Planning and Development

PLOT PLAN



AGENDA ITEM: 25

CASE NUMBER: Z 2022-012 **L.U.C.B. MEETING:** January 12, 2023

LOCATION: 4225 Getwell Road (Northernmost Portion)

COUNCIL DISTRICT: District 3 and Super District 8 – Positions 1, 2, and 3

OWNER/APPLICANT: Hometown Disposal LLC

REPRESENTATIVE: Brenda Solomito Basar

REQUEST: Rezoning of +/- .25 acres from Residential Single-Family – 8 (R-8) to Employment (EMP)

CONCLUSIONS

1. The request is to rezone .25 acres from Residential Single-Family – 8 (R-8) to Employment (EMP).
2. The underlying purpose of this request is to correct the split zoning situation on the parcel and bring it completely under one zoning classification. There's no plans for expansion of operations on this site.
3. Staff finds the request is consistent with the Memphis 3.0 Comprehensive Plan and is an appropriate zoning district for the area that is compatible with the surrounding land uses.
4. The property is currently being occupied for industrial use, which is allowed by right

CONSISTENCY WITH MEMPHIS 3.0

This proposal is **consistent** with the Memphis 3.0 General Plan per the land use decision criteria. See further analysis on page 12-15 of this report.

RECOMMENDATION

Approval

GENERAL INFORMATION

Street Frontage: Getwell Road +/- 220.6 linear feet
Zoning Atlas Page: 2440
Parcel ID: 073092 00022
Area: +/- .25 acres
Existing Zoning: Residential Single-Family – 8 (R-8)
Requested Zoning: Employment (EMP)

NEIGHBORHOOD MEETING

The meeting was held at 6:30 PM on Tuesday, December 27, 2022

PUBLIC NOTICE

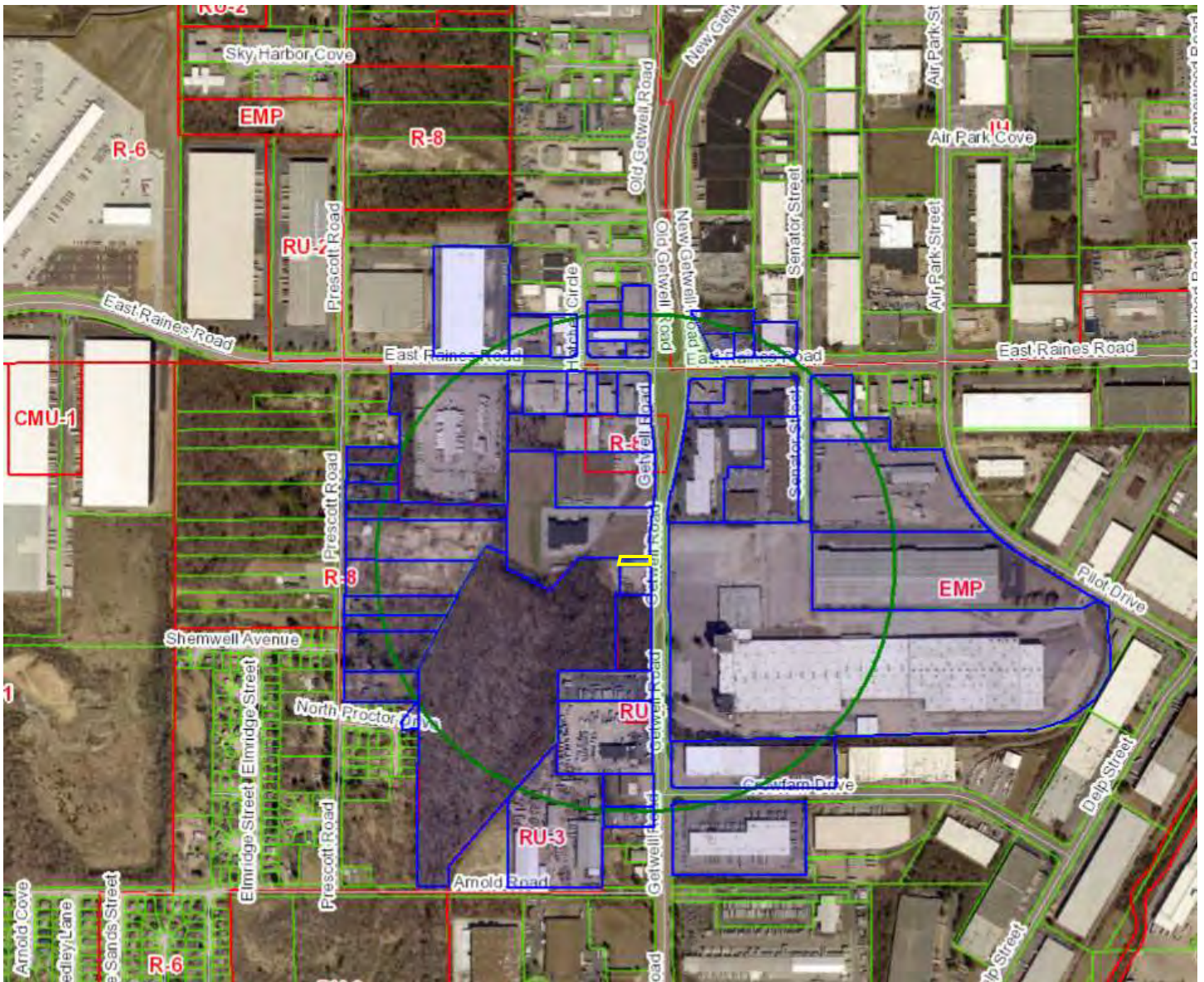
In accordance with Sub-Section 9.3.4A of the Unified Development Code, a notice of public hearing is required to be mailed and signs posted. A total of **53** notices were mailed on **December 29, 2022**, and a total of 1 sign posted at the subject property. The sign affidavit has been added to this report.

LOCATION MAP



Subject property located within the pink circle, near Victory Heights.

VICINITY MAP



Subject property highlighted in yellow

AERIAL



Subject property outlined in yellow, imagery from January 4, 2023

ZONING MAP



Subject property highlighted in yellow

Existing Zoning: Residential Single-Family – 8 (R-8) / Employment (EMP)

Surrounding Zoning

North: Employment (EMP)

East: Employment (EMP)

South: Employment (EMP)

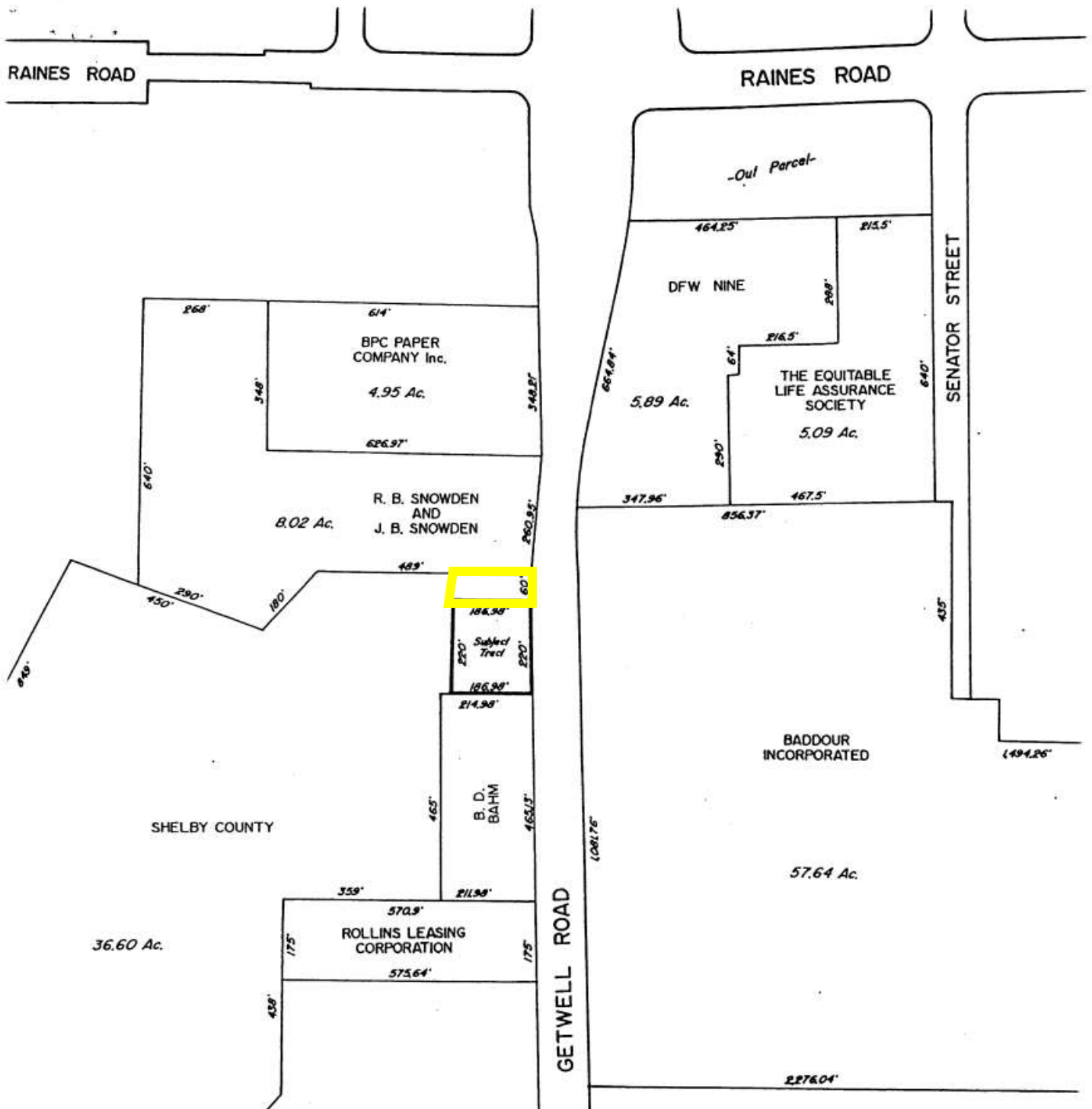
West: Residential Single-Family – 8 (R-8)

LAND USE MAP



Subject property indicated by pink stars

SITE PLAN



SITE PHOTOS



View of subject property from Getwell Road looking West



View of subject property from Getwell Road looking Northwest



View of subject property from Getwell Road looking South



View of parcel across the street from Getwell Road property

STAFF ANALYSIS

Request

The application and letter of intent have been added to this report.

The request is to rezone 0.25 acres from Residential Single-Family – 8 (R-8) to Employment (EMP).

Review Criteria

Staff agrees the review criteria as set out in Sub-Section 9.5.7B of the Unified Development Code are met.

9.5.7B Review Criteria

In making recommendations, the Land Use Control Board shall consider the following matters:

9.5.7B(1) Consistency with any plans to be considered (see Chapter 1.9);

9.5.7B(2) Compatibility with the present zoning (including any residential corridor overlay district) and conforming uses of nearby property and with the character of the neighborhood;

9.5.7B(3) Suitability of the subject property for uses permitted by the current versus the proposed district;

9.5.7B(4) Whether the proposed change tends to improve the balance of uses, or meets a specific demand in the City or County; and

9.5.7B(5) The availability of adequate police services, fire services, school, road, park, wastewater treatment, water supply and stormwater drainage facilities for the proposed zoning.

Site Description

The subject property is +/- .944 acres located on the west side of Getwell Road with roughly 221 feet of frontage and approximately 1,200 feet from Raines Road. The site has a zoning of EMP with .25 acres of the property being Residential Single-Family 8 (R-8), resulting in a split zoning for the property currently. There are two existing curb cuts on the north and south ends of the site's frontage along Getwell Road and the parcel abuts dense vegetation on its southern line.

Site Zoning History

In 1996, the Council of the City of Memphis amended Ordinance Number 3064 which allowed for the rezoning of the property from Residential to Industrial Light (Now known as Employment – EMP) (Z 1996-145).

Conclusions

The request is to rezone .25 acres from Residential Single-Family – 8 (R-8) to Employment (EMP).

The underlying purpose of this request is to correct the split zoning situation on the parcel and bring it completely under one zoning classification. There's no plans for expansion of operations on this site.

Staff finds the request is consistent with the Memphis 3.0 Comprehensive Plan and is an appropriate zoning district for the area that is compatible with the surrounding land uses.

The property is currently being occupied for industrial use, which is allowed by right.

RECOMMENDATION

Staff recommends approval

DEPARTMENTAL COMMENTS

The following comments were provided by agencies to which this application was referred:

City/County Engineer:

Sewers:

1. City sanitary sewers are available to serve this development.

General Notes:

2. The width of all existing off-street sewer easements shall be widened to meet current city standards.
3. No other utilities or services may occupy sanitary sewer easements in private drives and yards except for crossings.
4. All connections to the sewer shall be at manholes only.
5. All commons, open areas, lakes, drainage detention facilities, private streets, private sewers and private drainage systems shall be owned and maintained by a Property Owner's Association. A statement to this effect shall appear on the final plat.
6. Required landscaping shall not be placed on sewer or drainage easements.

City/County Fire Division: No comments received.

City Real Estate: No comments received.

City/County Health Department: No comments received.

Shelby County Schools: No comments received.

Construction Code Enforcement: No comments received.

Memphis Light, Gas and Water: No comments received.

Office of Sustainability and Resilience: No comments received.

Office of Comprehensive Planning:

Comprehensive Planning Review of Memphis 3.0 Consistency

This summary is being produced in response to the following application to support the Land Use and Development Services department in their recommendation: LUCB Case Z 22-12: Oakhaven

Site Address/Location: 4225 Getwell Rd.

Overlay District/Historic District/Flood Zone: Not in an Overlay District, Historic District, or Flood Zone

Future Land Use Designation: Industrial Flex (IF)

Street Type: N/A

The applicant is requesting to rezone the northern portion of their parcel from R-8 to EMP.

The following information about the land use designation can be found on pages 76 – 122:

1. Future Land Use Planning Map



Red polygon indicates the application site on the Future Land Use Map.

2. Land Use Description/Intent

Lower intensity industrial areas with a mix of uses and building that are generally compatible with nearby neighborhoods. Graphic of IF is to the right.



scales
portrayal

“IF” Form & Location Characteristics

Industrial with some commercial and service uses 1-6 stories

“IF” Zoning Notes

Generally compatible with the following zone districts: EMP, IH in accordance with Form and characteristics listed below. Consult zoning map and applicable overlays for current and effective regulations. May consider establishing Industrial mixed-use zones or CMU-zones that can accommodate compatible production-oriented facilities related to neighborhoods, using EMP more specifically to certain kinds of development (at the time of a small area plan).

Existing, Adjacent Land Use and Zoning

Existing Land Use and Zoning: Office, EMP and R-8

Adjacent Land Use and Zoning: Industrial, Parking, Commercial; EMP and R-8

Overall Compatibility: *This requested use is compatible with the land use description/intent, form & location characteristics, zoning notes, and existing, adjacent land use and zoning as all adjacent, developed parcels are zoned EMP, and the EMP zoning designation is compatible with the IF future land use.*

3. Degree of Change Map



Red polygon denotes the proposed site on the Degree of Change Map. There is no Degree of Change.

4. Degree of Change Description

N/A

5. Objectives/Actions Consistent with Goal 1, Complete, Cohesive, Communities

N/A

6. Pertinent Sections of Memphis 3.0 that Address Land Use Recommendations

N/A

Consistency Analysis Summary

The applicant is requesting to rezone the northern portion of their parcel from R-8 to EMP.

This requested use is compatible with the land use description/intent, form & location characteristics, zoning notes, and existing, adjacent land use and zoning as all adjacent, developed parcels are zoned EMP, and the EMP zoning designation is compatible with the IF future land use.

When the subject parcel was initially rezoned to EMP in 1996, the parcel did not include the northernmost area currently zoned as R-8. At some point after the 1996 rezoning, the parcel owner to the west of the subject

parcel granted this northern area to this parcel, but it retained its previous R-8 zoning. This rezoning would effectively extend the previous rezoning to reflect current parcel boundaries.

Based on the information provided, the proposal is CONSISTENT with the Memphis 3.0 Comprehensive Plan.

Summary Compiled by: Brian Mykulyn, Comprehensive Planning.

APPLICATION



Record Summary for Rezoning

Record Detail Information

Record Type: Rezoning

Record Status: Assignment

Opened Date: December 7, 2022

Record Number: Z 2022-012

Expiration Date:

Record Name: Hometown Disposal Rezoning

Description of Work: Rezone approximately 10,600 sf of property for Hometown Disposal, LLC to match existing zoning.

Parent Record Number:

Address:

4225 GETWELL RD, MEMPHIS 38118

Owner Information

Primary Owner Name

Y HOME TOWN DISPOSAL LLC

Owner Address

4225 S GETWELL RD, MEMPHIS, TN 38118

Owner Phone

Parcel Information

073092 00022

Data Fields

PREAPPLICATION MEETING

Name of DPD Planner

Josh Whitehead

Date of Meeting

11/11/2021

GENERAL INFORMATION

Is this application in response to a citation from

No

GENERAL INFORMATION

Construction Code Enforcement or Zoning Letter?

Have you held a neighborhood meeting? No
If yes, please provide additional information -

GIS INFORMATION

Central Business Improvement District No
Case Layer Z96-145
Class C
Downtown Fire District No
Historic District -
Land Use OFFICE
Municipality MEMPHIS
Overlay/Special Purpose District -
Zoning EMP
State Route 1
Lot 42
Subdivision VICTORY HEIGHTS
Planned Development District -
Wellhead Protection Overlay District -

Contact Information

Name HOMETOWN DISPOSAL, LLC **Contact Type** APPLICANT
Address

Phone
(901)794-9096

Fee Information

Invoice #	Fee Item	Quantity	Fees	Status	Balance	Date Assessed
1434567	Credit Card Use Fee (.026 x fee)	1	0.00	INVOICED	0.00	12/07/2022
1434812	Non-Residential Rezoning - 5 acres or less	1	1,000.00	INVOICED	0.00	12/08/2022

Total Fee Invoiced: \$1,000.00 Total Balance: \$0.00

Payment Information

Payment Amount \$1,000.00 **Method of Payment** Check

LETTER OF INTENT

December 8, 2022

Mr. Brett Ragsdale, AIA
Zoning Administrator
Division of Planning and Development
125 N. Main, Ste. 468
Memphis, TN 38103

RE: Application for Partial Rezoning
4225 Getwell Rd. Memphis, TN

Dear Brett:

We are pleased to submit an application for Partial Rezoning on behalf of Mr. Barry Thomas, the owner of Hometown Disposal, LLC. Hometown Disposal, LLC has operated on the property since 2016.

The property is located on the west side of Getwell Rd approximately 1,199.6' +/- south of the centerline of East Raines Rd. The principal structure was constructed in 1946 and the accessory structures were built in 1950. The existing zoning on the majority of the property is Employment (EMP). However, there is a strip of Residential Single-Family - (R-8) zoning, approximately 45' wide, along the northern property line.

The purpose of this application is to request the rezoning of the northernmost section of the R-8 property to be rezoned to EMP to match the remainder of the site. Memphis 3.0 designates this property's future land use as Industrial Flex (IF).

Thank you for your time and consideration in this matter. Please do not hesitate to call with any questions and/or comments.

Sincerely,

SOLOMITO LAND PLANNING



Brenda Solomito Basar
Land Planner

SOLOMITO

©brenda@solomitolandplanning.com | 901.755.7495

SIGN AFFIDAVIT

Howler

AFFIDAVIT

Shelby County
State of Tennessee

I Steve Zapp, being duly sworn deposes and says that at 7:30 am/pm on the 29th day of December he/she posted a Public Notice Sign(s) pertaining to case number Z 2022-012 at (address) 4225 Coburn, providing notice of a Public Hearing before the Land Use Control Board ✓, Memphis City Council ✓, Shelby County Board of Commissioners for consideration of a proposed land use action (Planned Development _____, Use Variance _____, Zoning District map Amendment _____, a photograph of said sign(s) being attached hereon and a copy of the signs purchase receipt or rental contract attaches hereto.

[Signature] 12-29-22
Owner, Applicant or Representative Date

Subscribed and sworn to before me on this 31st day of December, 2007. 2022

Notary Public [Signature]
My Commission Expires: 1/1/2025



LETTERS RECEIVED

No letters received at the time of completion of this report.

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

City Hall – 125 N. Main Street, Suite 468 – Memphis, Tennessee 38103 – (901) 636-6619

January 18, 2023

Hometown Disposal, LLC
4225 S. Getwell Road
Memphis. TN 38118

Sent via electronic mail to: brenda@solomitolandplanning.com

Case Number: Z 22-012
LUCB Recommendation: Approval

Dear applicant,

On Thursday, January 12, 2023, the Memphis and Shelby County Land Use Control Board recommended **approval** of your rezoning application located on .25 acres at 4225 S. Getwell Road from Residential Single-Family 8 (R-8) to Employment (EMP)

This application will be forwarded, for final action, to the Council of the City of Memphis. Ordinances appear on three consecutive Council Agendas with the third one being the Public Hearing. The Council will review your application in a committee meeting prior to voting on it in a public hearing. The applicant or the applicant's representative(s) shall be in attendance at all meetings and hearings.

It is the applicant's responsibility to contact the City Council Records Office to determine when the application is scheduled to be heard at committee and in public session. The City Council Records Office may be reached at (901) 636-6792.

If for some reason you choose to withdraw your application, a letter should be mailed to the Land Use and Development Services Department of the Division of Planning and Development at the address provided above or emailed to the address provided below.

If you have questions regarding this matter, please feel free to contact me at (901) 636-7120 or via email at jordan.mckenzie@memphistn.gov.

Respectfully,



Jordan McKenzie

Letter to Applicant

Z 22-012

Principal Planner

Land Use and Development Services

Division of Planning and Development

THORNBURG PROPERTIES (PSO)
4076 HATCHER CIR #
MEMPHIS TN 38118

PROCESS SYSTEMS INCORPORATED
3732 E RAINES RD #
MEMPHIS TN 38118

SHARHAN MUTAHAR M
2271 KHUSHBOO CV #
SOUTHAVEN MS 38671

MATUS CARMEN AND JOSE HOVEC (RS)
4170 PRESCOTT RD #
MEMPHIS TN 38118

THORNBURG PROPERTIES
3744 E RAINES RD #
MEMPHIS TN 38118

B G B PROPERTIES LLC
PO BOX 1927 #
JONESBORO AR 72403

BANDITH BOUAVANH
3587 PRESCOTT RD #
MEMPHIS TN 38112

ITAYEM ADEL
4080 NEW GETWELL RD #
MEMPHIS TN 38118

KOK KIN PROPERTIES LLC
24479 N 120TH PL #
SCOTTSDALE AZ 85255

ROMERO GERARDO
3020 DANVILLE RD #
MEMPHIS TN 38118

ITAYEM ADEL
9384 GREEN KNOLL DR #
GERMANTOWN TN 38138

SHARHAN MOHAMED M
2271 KHUSHBOO CV #
SOUTHAVEN MS 38671

VEGA JUAN C
4288 PRESCOTT RD #
MEMPHIS TN 38118

TOM'S BAR-B-Q & DELI LLC
4087 OLD GETWELL RD #
MEMPHIS TN 38118

S3 PROPERTIES LLC
1898 NEWFIELDS RD #
GERMANTOWN TN 38139

THORNBURG PROPERTIES PARTNERSHIP
4076 HATCHER CIR #
MEMPHIS TN 38118

VETERANS FOREIGN WARS ARMSTRONG ROUSSEAU
3709 E RAINES RD #
MEMPHIS TN 38118

ADSIT HOLDINGS LLC
311 GERMANTOWN BEND CV #
CORDOVA TN 38018

REED DONALD L & DIANNE A
4068 HATCHER CIR #
MEMPHIS TN 38118

TUTTLE SANDRA J AND BOBBY R BLACKBURN
3729 E RAINES RD #
MEMPHIS TN 38118

SWIFT TRANSPORTATION CO INC
PO BOX 29243 #
PHOENIX AZ 85038

BLACKBURN BARRY K AND TIMOTHY J SMITH
9059 BAYNARD LOOP N
GERMANTOWN TN 38139

TUTTLE SANDRA J AND BOBBY R BLACKBURN
3729 E RAINES RD #
MEMPHIS TN 38118

ADSIT HOLDINGS LLC
311 GERMANTOWN BEND CV #
CORDOVA TN 38018

ROLLINS LEASING CORP
2675 MORGANTOWN RD #
READING PA 19607

BRADFIELD STEVEN M
11218 CAHILL CV #
ARLINGTON TN 38002

OLYMBEC GETWELL LLC
1004 E BROOKS RD #
MEMPHIS TN 38116

DELTA WHOLESALE LIQUORS INC
3676 E RAINES RD #
MEMPHIS TN 38118

ITAYEM ADEL
4087 NEW GETWELL RD #
MEMPHIS TN 38118

INTERNATIONAL COTTON DEPOTS INC
3965 PILOT DR #
MEMPHIS TN 38118

ROMERO GERARDO
3020 DANVILLE RD #
MEMPHIS TN 38118

SALIM YOUSEF
5039 MEADOW POINTE DR #
SOUTHAVEN MS 38672

G&I X INDUSTRIAL MEMPHIS LLC
111 W FISHER AVE #27
GREENSBORO NC 27401

LOONEY PHILLIP
4238 PRESCOTT RD #
MEMPHIS TN 38118

ROLLINS PROPERTIES INC
2675 MORGANTOWN RD #
READING PA 19607

SHELBY COUNTY
160 N MAIN ST #350
MEMPHIS TN 38103

DOYLE JOSHUA
7803 WINDERSGATE W #
OLIVE BRANCH MS 38654

GAMES MARTA & EMMANUEL (RS)
4276 PRESCOTT RD
MEMPHIS TN 38118

ECONOMIC DEV GROWTH ENGINE INDUSTRIAL
100 PEABODY PL #1100
MEMPHIS TN 38103

MCCOMMON JOHN R JR
PO BOX 1498 #
RIDGELAND MS 39158

MILLER DARRELL B
163 TUCKAHOE LN #
MEMPHIS TN 38117

G & I IX 3845 CROWFARN LLC
10123 ALLIANCE RD #300
CINCINNATI OH 45242

JONES DERRICK I
4322 PROCTOR DR N
MEMPHIS TN 38118

WILSON TRUCKING CORP
PO BOX 1079 #
FISHERSVILLE VA 22939

HOME TOWN DISPOSAL LLC
4225 S GETWELL RD
MEMPHIS TN 38118

ARG PROPERTIES LLC
4141 GETWELL RD #
MEMPHIS TN 38118

ADVANCED PLASTICS CO INC
7360 COCKRILL BEND BLVD #
NASHVILLE TN 37209

G AND I IX SENATOR LLC
10123 ALLIANCE RD #300
CINCINNATI OH 45242

HAGMAIER JAMES
8212 PARK RIDGE DR #
GERMANTOWN TN 38138

BRE SPACE CROWFARN LLC
222 RIVERSIDE PLZ #2000
CHICAGO IL 60606

CHISM LLOYD A (ESTATE OF)
8720 HWY 39 #
MERIDIAN MS 39305

STREULI LAURENCE M
177 N HIGHLAND ST #4302
MEMPHIS TN 38111

INDUSTRIAL PROPERTIES
1898 ELM TREE DR #
NASHVILLE TN 37210

TOMILY INVESTMENT GROUP LTD
8841 MACOMB ST #269
GROSSE ILE MI 48138



RESOLUTION approving the Engineering plans for:
Harmony at Morning Grove - Morning Woods P.D. Phase 4
and accepting Bond as security

WHEREAS, **Memphis IL-AL Investors, LLC.**, is the Developer of a certain property within the present limits of the City of Memphis, located at 9525 US Highway 64, in Memphis, Tennessee.

and

WHEREAS, the developer desires to develop the property reflected on the engineering plans;

and

WHEREAS, attached hereto is a standard improvement contract entered into by and between **Memphis IL-AL Investors, LLC.**, and the City of Memphis covering the public improvements as a part of developing the property; and

WHEREAS, the terms and conditions of the contract are in accordance with the policies of the City of Memphis for developing such a project.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the engineering plans for **Harmony at Morning Grove - Morning Woods P.D. Phase 4** are hereby approved.

BE IT FURTHER RESOLVED, that the proper official be and are hereby authorized to execute the attached standard improvement contract and accept **Performance Bond No. 10971315** in the amount of **\$150,800.00** as security for project



RESOLUTION accepting public improvements for
Stonebriar PD Phase 11 [CR#5337]
and authorizes **release of Bond**

WHEREAS, **Stonebriar Holdings, LLC.**, is the Developer of certain property within the present limits of Shelby County, shown on the engineering plans entitled **Stonebriar PD Phase 11 [CR#5337]**, located on the south side of the Meadowbriar Trail and Meadowbriar Cove intersection on Meadowbriar Cove intersection, in Shelby County, Tennessee

and

WHEREAS, all of the public improvements required by the Standard Improvement Contract for the project are completed.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the engineering plans for **Stonebriar PD Phase 11 [CR#5337]** and the completion of the public improvements therein, are and the same are hereby accepted by the City.

BE IT FURTHER RESOLVED, that the **Pinnacle Bank Letter of Credit No. 90546307** in the amount of **\$25,900.00** held as security for the Standard Improvement Contract, is **hereby ordered released.**

Memphis City Council Summary Sheet for MLGW Items

1. Description of the Item

Resolution awarding Contract No. 12417, VMWare on Dell to Thomas Gallaway Corporation dba Technologent in the amount of \$1,732,939.10.

2. Additional Information

The project scope is to purchase VMWare on Dell services to include software, hardware, maintenance, and support services for a 36-month period, which will be paid in three (3) annual payments, in accordance as outlined in the Contract Documents and Specifications.

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of February 10, 2023 awarded Contract No. 12417, VMWare on Dell to Thomas Gallaway Corporation dba Technologent in the amount of \$1,732,939.10, 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 purchase VMWare on Dell services to include software, hardware, maintenance, and support services for a 36 month period, which will be paid in three (3) annual payments, in accordance as outlined in the Contract Documents and Specifications; and

WHEREAS, the Notice to Bidders was advertised using MLGW's Online Bid Notification System and the Memphis Daily News on December 16, 2022. MLGW solicited 19 bids; and received six (6) bids on January 3, 2023; however, the lowest bidder, vPrime Tech, Incorporated, withdrew their bid, in the amount of \$1,678,909.60 on January 13, 2023 because they could not meet the pricing terms of MLGW. Therefore, the best bid received was from Thomas Gallaway Corporation dba Technologent in the amount of \$1,732,939.10. The term of this contract is 36 months from the date of the Notice to Proceed with provisions for annual software maintenance and support services. 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. 12417, VMWare on Dell to Thomas Gallaway Corporation dba Technologent in the amount of \$1,732,939.10.

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
February 10, 2023

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners that it awards Contract No. 12417, VMWare on Dell to Thomas Gallaway Corporation dba Technologent in the amount of \$1,732,939.10.

The project scope is to purchase VMWare on Dell services to include software, hardware, maintenance, and support services for a 36 month period, which will be paid in three (3) annual payments, in accordance as outlined in the Contract Documents and Specifications.

The Notice to Bidders was advertised using MLGW's Online Bid Notification System and the Memphis Daily News on December 16, 2022. MLGW solicited 19 bids; and received six (6) bids on January 3, 2023; however, the lowest bidder, vPrime Tech, Incorporated, withdrew their bid, in the amount of \$1,678,909.60 on January 13, 2023 because they could not meet the pricing terms of MLGW. Therefore, the best bid received was from Thomas Gallaway Corporation dba Technologent in the amount of \$1,732,939.10. The term of this contract is 36 months from the date of the Notice to Proceed with provisions for annual software maintenance and support services. 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. 12417, VMWare on Dell to Thomas Gallaway Corporation dba Technologent in the amount of \$1,732,939.10, 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 adopted by the Board of Light, Gas and Water Commissioners at a regular -special meeting held on 10th day of February 2023, at which a quorum was present.



SVP, CFO & CAO Secretary - Treasurer

Memphis City Council Summary Sheet for MLGW Items

1. Description of the Item

Resolution approving Change No. 5 to Contract No. 11997, Commercial Auto Insurance for Out-of-State Travel with Pete Mitchell and Associates, Incorporated to extend the current contract in the funded amount of \$137,091.00. (The extension is for the period covering March 14, 2023, through March 13, 2024).

2. Additional Information

The project scope is to provide proactive and reactive remote support services for all of the Trend Micro Enterprise products that help to secure and protect MLGW's infrastructure from virtual breaches, ransomware attacks, malicious system threats, and data thefts.

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of February 10, 2023 approved Change No. 5 to Contract No. 11997, Commercial Auto Insurance for Out-of-State Travel with Pete Mitchell and Associates, Incorporated to extend the current contract in the funded amount of \$137,091.00, and is now recommending to the Council of the City of Memphis that it approves said extension; and

WHEREAS, the project scope is to provide a minimum of \$1,000,000.00 liability coverage for automobiles traveling within a fifty (50) mile radius into Arkansas and Mississippi or any place in the contiguous United States on an emergency basis. This change is to extend the current contract for one year in the funded amount of \$137,091.00 to allow additional time to solicit and execute a new contract. The extension is for the period covering March 14, 2023 through March 13, 2024. This amount also reflects an increase of covered vehicles from 65 to 72. This extension complies with all applicable laws and policies. The new contract value is \$711,358.00; and

NOW THEREFORE BE IT RESOLVED BY THE Council of the City of Memphis, that there be and is hereby approved Change No. 5 to Contract No. 11997, Commercial Auto Insurance for Out-of-State Travel with Pete Mitchell and Associates, Incorporated to extend the current contract in the funded amount of \$137,091.00 as approved.

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
February 10, 2023

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners the approval of Change No. 5 to Contract No. 11997, Commercial Auto Insurance for Out-of-State Travel with Pete Mitchell and Associates, Incorporated to extend the current contract in the funded amount of \$137,091.00.

The project scope is to provide a minimum of \$1,000,000.00 liability coverage for automobiles traveling within a fifty (50) mile radius into Arkansas and Mississippi or any place in the contiguous United States on an emergency basis. This change is to extend the current contract for one year in the funded amount of \$137,091.00 to allow additional time to solicit and execute a new contract. The extension is for the period covering March 14, 2023 through March 13, 2024. This amount also reflects an increase of covered vehicles from 65 to 72. This extension complies with all applicable laws and policies. The new contract value is \$711,358.00.

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. 5 to Contract No. 11997, Commercial Auto Insurance for Out-of-State Travel with Pete Mitchell and Associates, Incorporated to extend the current contract in the funded amount of \$137,091.00, as outlined in the above preamble, is approved; and further

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

I hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Light, Gas and Water Commissioners at a regular -special meeting held on 10th day of February 2023 at which a quorum was present.



SVP, CFO & CAO Secretary - Treasurer

Memphis City Council Summary Sheet for MLGW Items

1. Description of the Item

Resolution approving Change No. 2 to Contract No. 12187, Pole Inspection with Osmose Utilities Services, Incorporated to ratify and renew the current contract in the funded amount of \$1,200,000.00. (This change is for the second of four annual renewal terms for the period covering February 15, 2023, through February 14, 2024).

2. Additional Information

The project scope is to perform inspection and treatment of wood poles, including but not limited to primary poles, lift poles, and street light poles located on the Memphis Light, Gas and Water Electric Distribution System.

RESOLUTION

WHEREAS, the board of Light, Gas and Water Commissioners in their meeting of February 10, 2023 approved Change No. 2 to Contract No. 12187, Pole Inspection with Osmose Utilities Services, Incorporated to ratify and renew the current contract in the funded amount of \$1,200,000.00, and is now recommending to the Council of the City of Memphis that it approves said ratification and renewal as approved; and

WHEREAS, the project scope is to perform inspection and treatment of wood poles, including but not limited to primary poles, lift poles, and street light poles located on the Memphis Light, Gas and Water Electric Distribution System. This change is to ratify and renew the current contract for the second of four (4) annual renewal terms for the period covering February 15, 2023 through February 14, 2024 in the funded amount of \$1,200,000.00. This change is also to request approval of new rates for this renewal. The Contractor is proposing an 8% to 30% increase for each line item; however, the overall increase is estimated to be a 23% increase for this renewal based on the 2022 billing. The cost increase is due to an increase in the quantity of poles requiring excavation as well as lodging, freight, fuel, and labor charges due to inflation. This ratification and renewal complies with all applicable laws and policies. The new contract value is \$4,300,000.00; and

NOW THEREFORE BE IT RESOLVED BY THE Council of the City of Memphis, that there be and is hereby approved Change No. 2 to Contract No. 12187, Pole Inspection with Osmose Utilities Services, Incorporated to ratify and renew the current contract in the funded amount of \$1,200,000.00 as approved.

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
February 10, 2023

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners the approval of Change No. 2 to Contract No. 12187, Pole Inspection with Osmose Utilities Services, Incorporated to ratify and renew the current contract in the funded amount of \$1,200,000.00.

The project scope is to perform inspection and treatment of wood poles, including but not limited to primary poles, lift poles, and street light poles located on the Memphis Light, Gas and Water Electric Distribution System. This change is to ratify and renew the current contract for the second of four (4) annual renewal terms for the period covering February 15, 2023 through February 14, 2024 in the funded amount of \$1,200,000.00. This change is also to request approval of new rates for this renewal. The Contractor is proposing an 8% to 30% increase for each line item; however, the overall increase is estimated to be a 23% increase for this renewal based on the 2022 billing. The cost increase is due to an increase in the quantity of poles requiring excavation as well as lodging, freight, fuel, and labor charges due to inflation. This ratification and renewal complies with all applicable laws and policies. The new contract value is \$4,300,000.00.

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. 2 to Contract No. 12187, Pole Inspection with Osmose Utilities Services, Incorporated to ratify and renew the current contract in the funded amount of \$1,200,000.00, as outlined in the above preamble, is approved; and further

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

I hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Light, Gas and Water Commissioners at a regular -special meeting held on 10th day of February 2023, at which a quorum was present.



SVP, CFO & CAO Secretary - Treasurer

Memphis City Council Summary Sheet for MLGW Items

1. Description of the Item

Resolution approving Change No. 7 to Contract No. 11841, Professional Engineering Services for Central Support Services with CCS Group, Incorporated to extend the current contract in the amount not-to-exceed amount of \$200,000.00. (This change is to extend the current contract term for 24 months; will end on March 11, 2025).

2. Additional Information

The project scope is to provide general engineering services for the development of plans and specifications for facilities' building projects, which include existing building additions, building upgrades, and new building construction on an as-needed basis.

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of February 10, 2023 approved Change No. 7 to Contract No. 11841, Professional Engineering Services for Central Support Services with CCS Group, Incorporated to extend the current contract in the not-to-exceed amount of \$200,000.00 and is now recommending to the Council of the City of Memphis that it approves said extension as proposed; and

WHEREAS, project scope is to provide general engineering services for the development of plans and specifications for facilities' building projects which include existing building additions, building upgrades, and new building construction on an as-needed basis. This change is to extend the current contract term for 24 months in the not-to-exceed funded amount of \$200,000.00 which includes a 6% increase from the vendor's 2020 rate schedule. In addition, the extension is needed to complete critical design services for the ongoing underground network vault repair project. The contract term will end on March 11, 2025. This extension complies with all applicable laws and policies. The new contract value is \$460,000.00; and

NOW THEREFORE BE IT RESOLVED by the Council of the City of Memphis, that there be and is hereby approved Change No. 7 to Contract No. 11841, Professional Engineering Services for Central Support Services with CCS Group, Incorporated to extend the current contract in the not-to-exceed amount of \$200,000.00 as approved.

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
February 10, 2023

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners the approval of Change No. 7 to Contract No. 11841, Professional Engineering Services for Central Support Services with CCS Group, Incorporated to extend the current contract in the amount not-to-exceed amount of \$200,000.00.

The project scope is to provide general engineering services for the development of plans and specifications for facilities' building projects, which include existing building additions, building upgrades, and new building construction on an as-needed basis. This change is to extend the current contract term for 24 months in the not-to-exceed funded amount of \$200,000.00 which includes a 6% increase from the vendor's 2020 rate schedule. In addition, the extension is needed to complete critical design services for the ongoing underground network vault repair project. The contract term will end on March 11, 2025. This extension complies with all applicable laws and policies. The new contract value is \$460,000.00.

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

THAT, the approval of Change No. 7 to Contract No. 11841, Professional Engineering Services for Central Support Services with CCS Group, Incorporated to extend the current contract in the not-to-exceed amount of \$200,000.00, as outlined in the above preamble, is approved; and further

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

I hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Light, Gas and Water Commissioners at a regular -special meeting held on 10th day of February 2023, at which a quorum was present.



SVP, CFG & CAO Secretary - Treasurer

City of Memphis



JIM STRICKLAND
MAYOR

TENNESSEE

January 30, 2023

The Honorable Michalyn Easter-Thomas, Chairman
Personnel, Government Affairs, and Annexation Committee
City Hall - Room 514
Memphis, TN 38103

Dear Chairman Easter-Thomas:

Subject to Council approval, I hereby recommend that:

Lauran Stimac

be appointed to the Memphis and Shelby County Downtown Memphis Commission with a term expiration date of December 31, 2025.

I have attached biographical information.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jim Strickland", written over a circular stamp.

Jim Strickland
Mayor

JSS/sss

Cc: Council Members

**MEMPHIS & SHELBY COUNTY
DOWNTOWN MEMPHIS COMMISSION
20 Member Board
(5) Appointed by City Mayor
(5) Appointed by County Mayor
3 Year Term**

The purpose of the Downtown Memphis Commission is to market and develop downtown Memphis.

		Term ends:
Young, Victoria	F/B	12-31-22
Vacancy	F/W	12-31-22
Vacancy	F/B	12-31-22
Deni C. Reilly	F/W	12-31-22
Orgel, Benjamin	M/W	12-31-22

Ashley Cash, Mayor's Liaison

2023 Council Liaison: Cheyenne Johnson



City of Memphis

BIOGRAPHICAL INFORMATION APPOINTMENT TO BOARD/COMMISSION

Downtown Memphis Commission
BOARD/COMMISSION

Name: Lauran Glassman Stimac Race _____ Cauc. _____ M F

E-Mail Address: lstimac@gwtclaw.com Fax _____

Profession/Employer: Attorney - Glassman, Wyatt, Tuttle & Cox, P.C.

Business Address: 26 N. 2nd St. Zip 38103 Phone: 901-527-2130

Education: Univ. of Richmond BA 2004, Univ. of Richmond JD 2007

Name of Spouse: John C. ("Jack") Stimac, Jr. Number of Children: 0

Home Address: 1570 Harbert Ave. Phone: 901-343-7766

City: Memphis State: TN Zip: 38104

I certify that I am a resident of the City of Memphis (Unincorporated areas and surrounding counties are not considered). Yes or No If yes, how long? 10 years

Professional Organization/Associations:

American Bar Association, Virginia Bar Association, Tennessee Bar Association, Mississippi Bar Association, Memphis Bar Association, Association of Women Attorneys, Tennessee Lawyers Association for Women, Leo Bearman, Sr. American Inn of Court, Defense Research Institute, Association of Professional Responsibility Lawyers

Other Organizations/Association:

Junior League of Memphis, Porter-Leath, TN Child Advocacy Center Board, Memphis & Shelby County Sports Authority Board, Carnival Memphis, Arrow Creative, First Book

Other Interests:

Signature Lauran Stimac Date 01/30/2023

Lauran Stimac



Lauran Stimac
901-527-4673

Lauran Glassman Stimac joined the firm in September 2012 as a trial attorney, having practiced in Richmond, Virginia for five years prior thereto. She joins her father, Senior Shareholder Richard Glassman, in focusing her practice on professional liability. Lauran Stimac has participated in a wide variety of medical litigation matters involving patient falls, medication errors, cardiac care, emergency medicine, mental health, addiction medicine, laparoscopic surgery, anesthesia care, gynecological surgery, and birth injuries. She has also defended attorneys in legal malpractice matters and Board of Professional Responsibility matters involving assorted underlying cases, as well as other professionals including real estate appraisers and inspectors.

Lauran Stimac and Richard Glassman also served as technical advisors to the cast and crew of the NBC drama [Bluff City Law](#), which was set and filmed in Memphis.

Practice Areas:

- [Medical Malpractice](#)
- [Legal Malpractice Defense](#)
- [Attorney BPR and Attorney Licensing Defense](#)
- Professional Licensure Defense (Real Estate Appraisers, Home Inspectors, Other Professionals)
- Professional Liability

Education:

- St. Mary's Episcopal School (2000)
- University of Richmond, *magna cum laude* (B.A. in Leadership Studies, 2004)
- University of Richmond T.C. Williams School of Law (J.D., 2007)
 - Managing Editor of the *Richmond Journal of Law & Technology*
 - Intrascholastic Chair of the Moot Court Board
 - Teaching assistant for the Appellate Advocacy Legal Skills class

Court Admissions:

- Virginia Supreme Court
- Tennessee Supreme Court
- Mississippi Supreme Court
- U.S. Court of Appeals for the Fifth Circuit
- U.S. District Court, Eastern District of Virginia
- U.S. District Court, Northern and Southern Divisions of Mississippi
- U.S. District Court, Western District of Tennessee
- U.S. District Court, Middle District of Tennessee

- U.S. District Court, Eastern District of Arkansas

Professional Memberships:

- American Bar Association
 - Liaison, ABA Standing Committee on Public Protection in the Provision of Legal Services (past)
- Virginia Bar Association
- Tennessee Bar Association
 - Member, TBA Tort and Insurance Executive Council
- Mississippi Bar Association
- Memphis Bar Association
 - Board of Directors (Past)
 - Chair of Professionalism Committee
- Tennessee Bar Association Leadership Law Class of 2015
- Association of Women Attorneys
- Tennessee Lawyers' Association for Women
- Leo Bearman, Sr. American Inn of Court
 - Communications Chair (2020-present)
- Defense Research Institute (DRI), member
- Association of Professional Responsibility Lawyers (APRL)

Honors and Professional Achievements:

- Mid-South Super Lawyer (Professional Responsibility – 2022)

Presentations and Publications:

Ms. Stimac has lectured and written for legal and healthcare audiences on the issues of developments in Virginia law, communication among healthcare providers, advance medical decision making, Medicare settlement reporting, emergency department care issues, practice management, avoiding malpractice, legal ethics, and professionalism.

Community Involvement

In addition to her law practice and professional memberships, Luran Stimac serves as a board member of the Memphis and Shelby County Sports Authority Board, Carnival Memphis, the Arrow Creative and the Children's Advocacy Centers of Tennessee. She also serves as a volunteer and a supporter of the Memphis Area Legal Services Campaign for Equal Justice, the Memphis Child Advocacy Center, Porter Leath, and the Kappa Kappa Gamma Alumnae Association of Memphis' Literacy Is Key initiative. She is an active member of the Junior League of Memphis. She is a past member of the Memphis Area Legal Services Board of Directors and the Alumnae Board of St. Mary's Episcopal School.

City of Memphis



TENNESSEE

JIM STRICKLAND
MAYOR

January 30, 2023

The Honorable Michalyn Easter-Thomas, Chairman
Personnel, Government Affairs, and Annexation Committee
City Hall - Room 514
Memphis, TN 38103

Dear Chairman Easter-Thomas:

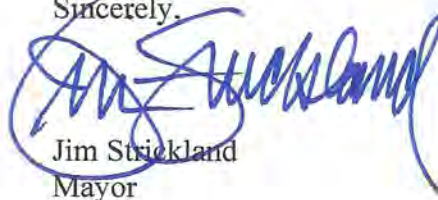
Subject to Council approval, I hereby recommend that:

Michael Chance

be appointed to the Memphis and Shelby County Downtown Mobility Authority with a term expiration date of December 31, 2023.

I have attached biographical information.

Sincerely,



Jim Strickland
Mayor

JSS/sss

Cc: Council Members

**MEMPHIS AND SHELBY COUNTY DOWNTOWN MOBILITY
AUTHORITY**

7 Member Board

(3) City & (3) County (1) Joint Appointment

6 Year Term

Purpose:

The mission of the Downtown Mobility Authority (formerly known as the Downtown Parking Authority) is to use public parking as a catalyst for development, and to ensure that there is an adequate supply of public parking to support a growing Downtown. The DMA establishes parking and mobility policies and coordinates parking management.

Queen Titile Keskessa	F/B	12-31-27
Elliot Embry	M/W	12-31-27
Vacancy	M/B	12-31-23

Joint Appointment: West, Robert Wayne **M/W** **12/4/23**



City of Memphis

BIOGRAPHICAL INFORMATION APPOINTMENT TO BOARD/COMMISSION

BOARD/COMMISSION

Name: Michael B. Chance Race Caucasian M F

E-Mail Address: mchance@bakerdonelson.com Fax 901-577-4207

Profession/Employer: Baker Donlerson/Attorney-Shareholder

Business Address: 6060 Poplar Avenue, Suite 440 Zip 38119 Phone: 901579-3101

Education: B.A from Rhodes College/Law degree from UT Knoxville Law School

Name of Spouse: Elizabeth Chance Number of Children: 2

Home Address: 6916 Silver Maple Cove Phone: 901-647-3007

City: Memphis State: TN Zip: 38119

I certify that I am a resident of the City of Memphis (Unincorporated areas and surrounding counties are not considered). Yes or No If yes, how long? Over 30 years

Professional Organization/Associations:

Memphis Bar Association; American Bar Association; CCIM Memphis (local real estate group); Lamda Alpha International (premier Memphis organization of real estate professionals)

Other Organizations/Association:

Other Interests:

Running half marathons and trail races all over the country. Was a member of CCDC for 8 years and chairman for over 6 years.

Signature  Date _____

MICHAEL B. CHANCE

Residence Address: 6916 Silver Maple Cove
Memphis, Tennessee 38119
(901) 624-2752

Business Address: 6060 Poplar Avenue, Suite 440
Memphis, Tennessee 38119
(901) 579-3101

Education

Legal: University of Tennessee College of Law (J.D. with high honors, 1989)

Undergraduate: Rhodes College (B.A. cum laude, 1985)

Legal Experience

June, 2005- Present Shareholder, Baker Donelson Bearman Caldwell & Berkowitz, PC

May, 2001 - 2005 Member, Hale Headrick Dewey Wolf Golwen Thornton & Chance, PLLC (merged into Husch & Eppenburger)

January, 1998 - May, 2001 Director, Bobango & Chance

April, 1996 - December, 1997 Associate, Black, Bobango & Morgan

August, 1990 - April, 1996 Associate, Waring Cox, PLC

August, 1989 - August, 1990 Law Clerk for the Honorable Harry W. Wellford, United States Court of Appeals for the Sixth Circuit

My law practice is primarily in the areas of all facets of commercial real estate and commercial and corporate law. I have been on the board of the Memphis Center City Development Corporation since February, 2014 and served as its Chairman since February, 2017 through the end of December, 2022.

Ordinance No. _____

ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF MEMPHIS, CHAPTER 2-16., CITY REAL PROPERTY MANAGEMENT, TO REQUIRE THAT ANY CONTRACTS FOR THE MODIFICATION OF CITY-OWNED PROPERTY THAT IS LEASED TO ANY UNAFFILIATED NONPROFIT ORGANIZATION, WITH A COST IN EXCESS OF \$1,000,000, BE PRESENTED TO THE MEMPHIS CITY COUNCIL FOR APPROVAL

WHEREAS, the Memphis City Council is committed to the growth and development of the City of Memphis, and maintains its support of the continuous improvement and maintenance of City-owned properties; and

WHEREAS, the Memphis City Council recognizes that its commitment to the City's growth includes the responsibility to consider the needs of the properties and residents that surround such developments; and

WHEREAS, the Memphis City Council understands that improvements to any City-owned property will affect the surrounding areas, and wants to ensure that such improvements are made known to the local residents and are done in consideration of the needs and desires of that community; and

WHEREAS, Chapter 2-6- 1. of the Code of Ordinances of the City of Memphis grants the Memphis City Council with the power to authorize contracts entered into by the Mayor; and

WHEREAS, the Memphis City Council seeks to utilize that authority to require that contracts for the modification or improvement of City-owned property that is leased to any nonprofit entity that is unaffiliated with the City of Memphis receive prior authorization from the Council when the cost of the improvement or modification is in excess of \$1,000,000.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEMPHIS, that

Section 1. Chapter 2-16., City Real Property Management, of the Code of Ordinances is hereby amended to add the following provision:

Sec. 2-16-3. Improvement or Modification to City-owned Property.

A. Property Leased to Nonprofit Entities

Any real property that is owned by the City of Memphis that has been leased to, or is otherwise occupied by, a nonprofit organization that is not affiliated with the City of Memphis, or is not under the sole supervision and control of the Mayor, shall not enter into an agreement regarding the improvement or modification of such land, building, or facility without prior authorization of

the Memphis City Council if the cost associated therewith is in excess of one million (\$1,000,000) dollars.

Section 2. Severability. The provisions of this Ordinance are hereby severable. If any of these sections, provisions, sentences clauses, phrases, or parts are held unconstitutional or void, the remainder of this Ordinance shall continue in full force and effect.

Section 5. Effective Date. 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 the Mayor in writing by the comptroller and become effective as otherwise provided by law.

Sponsors:
Martavius Jones
Edmund Ford, Sr.
Cheyenne Johnson
Rhonda Logan
Jana Swearngen-Washington
Dr. Jeff Warren

Chairman:
Martavius Jones

Contract Number	Creation Date	Partner	Location	Expiration
27593A	23-Sep-21	ALZHEIMER'S DAY SERVICES OF MEMPHIS, INC.	inside of Kennedy Park	3/7/2031
N14555		CHILDREN'S MUSEUM OF MEMPHIS, THE	Children's Museum of Memphis	
N14514	25-Jan-06	CHRIST COMMUNITY HEALTH SERVICES	near Orange Mound Community Center	12/31/2024
28131	7-Jul-11	GLOBAL SPECTRUM LP	Simmons Bank Stadium	6/30/2026
39374	29-Mar-22	SIMMONS BANK	Simmons Bank Stadium	2/28/2032
34345	25-Jul-17	The University of Memphis	Simmons Bank Stadium	1/1/2021
28278	17-Aug-11	GOODWILL HOMES COMMUNITY SERVICES,INC	in Walter Chandler Park	6/30/2026
22188	13-Jul-06	MEMPHIS BOTANIC GARDEN FOUNDATION	inside Audubon Park	none
25792	31-Jul-09	MEMPHIS BOYS ATHLETIC ASSOCIATION	Halle Fields	8/12/2023
22650A	9-Jun-17	MEMPHIS BROOKS MUSEUM OF ART	inside Overton Park	none
29131		Memphis Chapter of the Association for the Preservation of Tennessee Antiquities (APTA)	Historic Homes	5/21/2062
38393	23-Apr-21	MEMPHIS LITTLE LEAGUE	Will Carruthers Softball Complex	4/30/2026
N15428		Memphis river parks partnership	Riverfront parks	6/30/2021
N10713	3-Dec-14	MEMPHIS ZOOLOGICAL SOCIETY	in Overton Park	none
39428	25-Apr-22	NATIONAL ORNAMENTAL METAL MUSEUM	in Chickasaw Heritage Park	5/5/2082
38966	6-Oct-21	OASIS OF HOPE	Bickford Community Center	12/23/2026
28839A	18-Oct-13	OVERTON PARK CONSERVANCY	Overton Park	1/13/2032
N9755	3-Dec-14	PINK PALACE SYSTEM OF MUSEUMS	Pink Palace Museums	none
23856		Promise Academy INC	land near former head start building, Chelsea & Merton	
29279	22-May-12	TRI-STATE YOUTH BASEBALL ACADEMY, INC.	in Jesse Turner Park	5/30/2022
22649	7/1/2039	Friends of the Levitt Pavilion	in Overton Park	7/1/2039
in progress		Knowledge Quest	former headstart at Gaston Community Center	
N16089	44427	Tennis Memphis	tennis facilities	6/30/2022
38285	4-Mar-21	TENNESSEE GOLF FOUNDATION	Whitehaven Golf- sharing space only	12/31/2024
37893	4-Dec-20	UNIVERSITY OF TENNESSEE	space at Davy Crockett Park- community garden	11/30/2023
36865	1-Nov-19	MID-SOUTH TRAILS ASSOCIATION	space at Davy Crockett Park- mountain bike trail	11/25/2023
in progress		Memphis Bears (formerly pals)	Greenhill Stadium	

Ordinance No. _____

**ORDINANCE RENAMING SOUTH SECOND STREET BETWEEN BEALE STREET
AND G.E. PATTERSON AVENUE AS REP. BARBARA COOPER STREET**

WHEREAS, the process for naming and renaming streets and other thoroughfares within the City of Memphis has been established by Chapters 2 and 12 of the City of Memphis Code of Ordinances; and

WHEREAS, the Memphis City Council possesses naming powers when the City acquires any street or other thoroughfare by purchase or dedication, per Section 12-16-2 of the City of Memphis Code of Ordinances; and

WHEREAS, under *Tennessee Code Annotated*, Section 7-86-127, “unless expressly provided otherwise by law, the authority to name public and private roads and streets, including roads and streets located within residential developments, and to assign property numbers relating to the roads and streets, is exclusively vested in the legislative bodies of ... municipalities within their incorporated boundaries;” and

WHEREAS, the Memphis City Council, on September 1, 2020, by Ordinance No. 5759 duly passed, amended the City of Memphis Code of Ordinances thereby vesting street, park, and public place/property name change powers in the Memphis City Council; and

WHEREAS, upon review, the Memphis City Council now seeks to exercise its naming authority under Chapters 2 and 12 of the City of Memphis Code of Ordinances to honor the life and legacy of Tennessee State Representative Barbara Cooper - a Memphis native, educator, and civil rights activist; Rep. Cooper represented the 86th District for 26 years.

NOW THEREFORE BE IT RESOLVED, that South Second Street between Beale Street and G.E. Patterson Avenue be officially renamed “Rep. Barbara Cooper Street.”

BE IT FURTHER RESOLVED, that the City Engineer is requested to affix suitable signs officially designating this public road, effective with the passage of this ordinance.

Sponsored by:
Edmund Ford, Sr.



Memphis City Council Summary Sheet

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

For B&G Partnership to Lease approximately 2,517.80 acres; Term of 5 years 1/1/23 to 1/31/27, with two 1-year renewal options. Rent shall be \$168.86 per plantable acre per year.

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 not 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.

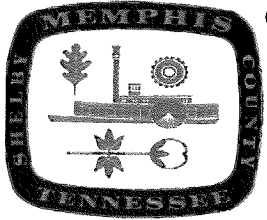
New Contract

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 AGREEMENT WITH
B&G PARTNERSHIP OF LAND SITUATED IN PRESIDENTS ISLAND**

WHEREAS, the Memphis and Shelby County Port Commission (the “Port Commission”) is the owner of approximately 3,184.62 acres of crop land more or less situated in Presidents Island in City of Memphis, County of Shelby, State of Tennessee of which 2,517.80 are plantable acres (the “Premises”); and

WHEREAS, B&G Partnership (the “Partnership”) desires to lease said Premises for agricultural use pursuant to a response to a Request for Proposals issued by the Port Commission (“the Lease”); and

WHEREAS, The Port Commission approves the Lease of the Premises to the Partnership for the purpose as stated under the following terms and conditions:

1. The Lease shall be for a term of five (5) years commencing on January 1, 2023 and terminating on December 31, 2027. If not in default, the Partnership, upon approval by the Commission, shall have the option of renewing the Lease for two (2) additional, successive terms of one (1) year each by giving notice of the exercise of such renewal to the Port Commission not less than six (6) months prior to the expiration of the then expiring term and subject to any rental adjustments.
2. The rental payment shall be One Hundred Sixty-Eight and 86/100 Dollars (\$168.86) per plantable acre per year; and

WHEREAS, the Economic Development Growth Engine Industrial Development Board of the City of Memphis and County of Shelby, Tennessee (“EDGE”) approved the Lease on behalf of the Port Commission at its meeting of October 26, 2022; and

WHEREAS, said proposed Lease is in the best interests of the 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 Port Commission, that the proposed Lease Agreement with B&G Partnership is hereby approved.

City Council Resolution

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
FOR MEMPHIS & SHELBY COUNTY



**EDGE RESOLUTION ON BEHALF OF THE MEMPHIS AND SHELBY COUNTY
PORT AUTHORIZING THE MEMPHIS AND SHELBY COUNTY PORT
COMMISSION TO ENTER LEASE WITH B&G PARTNERSHIP
OF LAND SITUATED IN PRESIDENTS ISLAND**

WHEREAS, the Memphis and Shelby County Port Commission (the “Port Commission”) is the owner of approximately 3,184.62 acres of crop land more or less situated in Presidents Island in City of Memphis, County of Shelby, State of Tennessee of which 2,517.80 are plantable acres (the “Premises”); and

WHEREAS, B&G Partnership (the “Partnership”) desires to lease said Premises for agricultural use pursuant to a response to a Request for Proposals issued by the Port Commission (“the Lease”); and

WHEREAS, in accordance with the terms and provisions of that certain service agreement dated as of January 1, 2013, by and between the Economic Development Growth Engine Industrial Development Board of the City of Memphis and County of Shelby, Tennessee (“EDGE”) and the Port Commission (the “Service Agreement”), 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, pursuant to that certain Service Agreement, EDGE is authorized to act on behalf of the Port Commission.

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

1. The Port Commission approves the Lease of the Premises to the Partnership for the purpose as stated under the following terms and conditions:

2. The Lease shall be for a term of five (5) years commencing on January 1, 2023 and terminating on December 31, 2027. If not in default, the Partnership, upon approval by the Commission, shall have the option of renewing the Lease for two (2) additional, successive terms of one (1) year each by giving notice of the exercise of such renewal to the Port Commission not less than six (6) months prior to the expiration of the then expiring term and subject to any rental adjustments.

2. The rental payment shall be One Hundred Sixty-Eight and 86/100 Dollars (\$168.86) per plantable acre per year.

3. The Port Commission recommends that the City of Memphis and the County of Shelby, as joint owners also approve the lease.

4. The Chairman and any other officer of the Port Commission are authorized to execute any and all documents related to the Lease contemplated by this Resolution.

Approved October 26, 2022

AGRICULTURAL LEASE AGREEMENT

THIS AGREEMENT ("Agreement"), made and entered into as of the _____ day of _____, _____ by and between **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, and the **COUNTY OF SHELBY, TENNESSEE** one of the counties of the State of Tennessee (collectively, "Lessors") and **B&G PARTNERSHIP**, a Kentucky partnership ("Lessee").

W I T N E S S E T H:

1. That Lessors, in consideration of rents and covenants herein agreed to be paid and performed by the Lessee, do hereby lease unto said Lessee for the initial term beginning January 1, 2023 and ending December 31, 2027, the following property situated in the City of Memphis, County of Shelby, Tennessee (the "Leased Premises"):

Certain tracts of land located in Presidents Island by the Memphis office of the U.S. Department of Agriculture, Farm Services Agency ("FSA") within Farm numbered 2908 and 2932. The combined Farm contains approximately 3,184.62 acres of crop land as reflected on the maps attached as Exhibits "A" and "B." There will be a 216.82-acre reduction for field 30 and a 450-acre flood damage reduction discount for a first-year total of 2,517.80 plantable acres. The existing flood damage reduction discount will be examined on an annual basis after the first year. Any changes to the existing flood damage discount will be made based on an examination of planting records obtained from the Shelby County FSA office. Approval of any such change is at the sole discretion of the Port Commission.

The initial term of this lease is for a period of five (5) years beginning January 1, 2023 and ending December 31, 2027. If not in default, Lessee, upon approval by Lessors, shall have the option of renewing this Agreement for two (2) additional, successive terms of one year, each by giving notice of the exercise of such renewal to Lessors not less than six (6) months prior to the expiration of the then expiring term but subject to the rental adjustment provisions of Paragraph 2 below.

2. The Lessee agrees to pay to Lessors for the initial term and any renewal thereof as annual rent for the Leased Premises the sum of One Hundred Sixty-Eight and 86/100 Dollars \$168.86 per acre to be computed by Lessors on an annual rate based on the cropland acreage reported each year by the Shelby County Farm Services Agency office in Memphis, Tennessee ("FSA") with the acreage discounts described in paragraph 1.

3. (a) Payment of annual rent for each calendar year will be paid by Lessee as follows: The Lessee shall pay the amount of Seventy-Five Thousand and NO/100 Dollars (\$75,000.00) on or before the first day of January of each year during the initial term or any extension thereof with the balance due on or before the first day of the following December. The balance due shall be calculated on a year-to-year basis according to the per acre rental price described above. The first payment of Seventy-Five Thousand and NO/100 Dollars (\$75,000.00) shall be made on or before January 1, 2023. 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 personal property taxes and/or special assessments which are now or hereafter assessed against the Leased Premises or any improvements hereafter installed by Lessee on the Leased Premises during the term of this Lease Agreement and any extended terms thereof. 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 any crop losses, fence damage or other damages due to its activities on the Leased Premises. The Lessee shall not drill nor install any wells on the Leased Premises without Lessor's prior written approval. 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.

(c) No sign of any type, except that described above in Section 4, 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.

(d) 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.

4. Lessee shall use the Leased Premises solely for customary agricultural and pasturage operations, and Lessee shall not operate or permit to be operated upon the Leased Premises any type of hunting or any private or commercial fishing, or permit the operation of any facilities for any type of fishing or hunting. Lessee shall post "No Hunting" signs so as to adequately serve notice that no hunting is allowed. Controlled hunting under any circumstances requires written consent of the Port Commission, which may be approved or denied in the sole discretion of the Lessor.

5. The Lessee will not make or permit to be made any alterations, additions, or additional permanent improvements to said Leased Premises, nor assign, mortgage, or pledge this Lease, nor sublet the whole or any part of the Leased Premises without the Lessors' written consent. Consent by the Lessors shall apply only to the particular transaction consented to and

shall not constitute a waiver by the Lessors of the provisions of this Agreement. Any transfer or assignment of this Agreement or any interest hereunder or subleasing shall be subject to the terms of the Agreement and approval by Lessors and shall not relieve the Lessee of its liability for payment of the rent or prefinance of any covenant or other obligation imposed by Lessee by this Agreement.

6. The Lessee shall maintain all of the improvements now on the Leased Premises and return them to the Lessors at the termination of this Agreement, or any extensions thereof, in as good condition as when received, reasonable wear and tear and damage by fire, unless caused by Lessee's negligence, or the elements or Acts of God, excepted. The type of farming conducted on the Leased Premises shall be determined by Lessee and at the same time will not be destructive to the fertility of the Leased Premises as determined by Lessor. However, Lessee shall till all areable land on the Leased Property at least one (1) time per year whether or not a crop is produced. Lessee gives the unrestricted right to the Lessors to access all U.S. Department of Agriculture, FSA documents related to the Presidents Island Farm, currently numbered as farm 2908. The Lessee shall have the right to fully utilize all Agricultural Department allotments on the acreage. So long as Lessee shall not be in default in the performance of its obligations under this Agreement, Lessors agree that they will keep Lessee in the sole, quiet and peaceful possession of said Leased Premises.

7. All improvements which are desired by Lessee and made upon the Leased Premises by Lessee, shall be installed and maintained at Lessee's expense. No alteration, addition or improvement to the Leased Premises shall be made by the Lessee without the written consent of the Lessors. Any alterations, addition or improvements made by the Lessee

after such consent shall have been given, and any fixtures installed as part hereof, at once become the absolute property of the Lessors without payment of any kind therefore. Lessee shall maintain farm roads in a manner commensurate with standard farm practices. Except as otherwise provided herein, Lessors shall not be responsible for any damage occasioned by Lessee; for loss of profits; lack of accessibility to subject premises, to equipment or otherwise by any event including flood or action of the Mississippi River or its backwaters.

8. Lessors and its agents, surveyors, and workmen may at all reasonable times during the said term hereof, enter upon the subject premises to inspect the same and to cut and remove any and all timber and other trees. Lessors shall have the right to go upon said premises at any time and perform such work thereon as it may deem advisable, which does not prevent the Lessee from carrying out the terms and conditions of this Lease.

9. No land will be cleared or timber cut regardless of size nor any wildlife habitat unnecessarily disturbed without the written consent of the Port Commission. Lessee shall commit no waste or contamination of the Leased Premises and shall not dispose of petroleum products or agricultural chemicals in an unauthorized or unlawful manner and it shall be its duty and right to prevent the use of any portion of the Leased Premises by unauthorized persons. Lessee shall have no rights or claim to the shoreline along the Mississippi River.

10. Lessee shall indemnify, protect and hold harmless the Lessors against all liability, loss, costs, damage, expense or penalty sustained by Lessors, including attorneys' fees and other expenses of litigation arising, including that:

(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, including, but not limited to, a violation of

Applicable Environmental Laws, as defined herein in Section 17 by Lessee or its employees or agents or of 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 its employees or agents 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 its employees or agents or by any other person or persons holding or occupying under or employed by Lessee for any purpose inconsistent with the provisions of this Lease.

(d) Against all liens and charges of any and every nature that may at any time 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 under this Lease, except that Lessee shall not be liable for any income tax that may be imposed on Lessors as a result of Lessee's payment of rent to Lessors .

(e) Arising out of, or directly or indirectly due to, any failure of Lessee in any respect promptly and faithfully to satisfy their obligations under this Agreement.

11. Lessee also shall indemnify Lessors against all liens and charges of any and every nature that may at any time 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.

12. (a) Lessee at its own risk and expense, during the period of this Lease or any extended term of this Agreement, shall provide liability insurance in the minimum amounts of TWO MILLION DOLLARS (\$2,000,000) combined single limits covering property damage and bodily injury with the CITY OF MEMPHIS, COUNTY OF SHELBY, ECONOMIC DEVELOPMENT GROWTH ENGINE INDUSTRIAL DEVELOPMENT BOARD OF CITY OF MEMPHIS AND COUNTY OF SHELBY, TENNESSEE (EDGE) and the MEMPHIS AND SHELBY COUNTY PORT COMMISSION named as an additional insured with equal coverage; 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 any 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 satisfactory to the Port Commission.

(b) Within thirty (30) days prior to the commencement of this Agreement, the Lessee shall deliver to Lessors certificates of insurance certifying that such insurance is in full force and effect and naming Lessors as additional insured.

(c) At least thirty (30) days prior to the expiration of any policy of insurance the Lessee is obligated to carry under this Lease, the Lessee shall furnish a binder to the Lessors renewing each such policy. Each policy and/or binder shall provide for at least thirty

(30) days' notice to the Lessors of any change or cancellation thereof. Lessee shall promptly deliver to Lessors a certificate from the insurance carrier evidencing the renewal of the policy and the payment of premium.

13. Lessors reserve the right of ingress and egress over and across the Leased Premises for property protection, maintenance, and showing sites to prospective industrial users. This Lease 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 these easements.

14. (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, or any part thereof, is 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 shall receive a fair and proper abatement of rental from and after the time when possession was taken by such public authority.

15. Should the 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 Memphis and Shelby County Port Commission prior to the termination of the Agreement, any portion of the Leased Premises so required shall be surrendered immediately by the Lessee upon receipt of written notice and an adjustment in rent shall be made. If such surrender occurs, Lessors shall pay Lessee the fair market value of any unharvested crops located on Leased Premises and planted by Lessee during the current year only and, upon such payment, all such unharvested crops shall become the property of the Lessors.

16. The Lessee shall comply with and cause to be complied with, all statutes, regulations, ordinances and other requirements of any government, whether federal, state or local, as amended from time to time, relating to the Leased Premises and the use there of 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 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 under the Agreement.

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

- (a) file a voluntary petition in bankrupt or if proceedings be instituted by anyone else 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;

and such default shall continue for fifteen (15) days after the Port Commission has given written notice of such default to Lessee, then and henceforth, in any of said events, the Port Commission at its option has the right to cancel this Lease or the Port Commission may reenter and resume possession of same, and may, at its option, relet premises as agent of Lessee but in name of Lessors and receive rent thereof, applying the same, the first, to payment of expenses to which it may be put in reentering and reletting, and then to payment of rent due by these presents, 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. The Lessee waives service of any notice of intention to reenter, or of instituting legal proceedings to that end.

18. (a) The right in the Lessors to cancel 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 Lease, 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.

(b) If the Lessee defaults in the observance or performance of any term or covenant on the Lessee's part to be observed or performed under any of the terms or provisions in any paragraph of this Lease, the Lessors may immediately or at any time thereafter and without notice, perform the same for the account of the Lessee, and if the Lessors make any expenditures or incur any obligations for the payment of money in connection therewith, including, but not limited to, attorney fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred with interest and costs shall be deemed to be additional rent hereunder and shall be paid by the Lessee to the Lessors.

19. 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.

21. Any rent or other sum (including taxes) payable to Lessors by Lessee under the terms of this Lease 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. Additionally, Lessee agrees to pay all reasonable costs of collection, including reasonable attorneys' 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 it becomes necessary for Lessors to employ an attorney to enforce any of the covenants, obligations or conditions imposed in this Agreement.

22. If the Lessee defaults in the observance or performance of any term or covenant

on the Lessee's part to be observed or performed under any of the terms or provisions in any paragraph of this Lease, the Lessors may immediately or at any time thereafter and without notice, perform the same for the account of the Lessee, and if the Lessors make any expenditures or incur any obligations for the payment of money in connection therewith, including, but not limited to, attorney fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred with interest and costs shall be deemed to be additional rent hereunder and shall be paid by the Lessee to the Lessors.

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

24. 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:

(a) Lessors: Chairman
Memphis and Shelby County
Port Commission
1115 Riverside Boulevard
Memphis, Tennessee 38106-2504

and

(b) Lessee: B&G Partnership
1928 State Route 3309
Hickman, KY 42050

25. 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.

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the representation of others or already duly authorized so to do, effective on the day and year first stated above.

[Signature Pages to Follow]

ATTEST:

LESSOR:
MEMPHIS AND SHELBY COUNTY PORT
COMMISSION

Lawrence Jones
Secretary-Treasurer

By: Thomas Dyer
Chairman

APPROVED AS TO FORM:

[Signature]
Port Commission Attorney

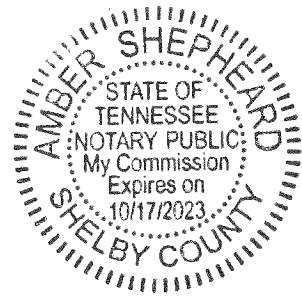
STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a notary public within and for said state and county, at Memphis, Tennessee, duly commissioned and qualified, personally appeared Thomas 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 14th day of December, 2022.

My commission expires 10/17/23

[Signature]
Notary Public



LESSOR:

CITY OF MEMPHIS

ATTEST:

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**, 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 _____ day of _____, 2022.

Notary Public

My commission expires: _____

APPROVED AS TO FORM
AND LEGALITY:

LESSOR:
COUNTY OF SHELBY

Contract Administrator
Assistant County Attorney

By: _____
Lee Harris, Mayor

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 Harris**, 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 _____ day of _____, 2022.

Notary Public

My commission expires: _____

LESSEE:

B&G Partnership

By: Doug Goodman
Doug Goodman, Owner/President

STATE OF TENNESSEE

COUNTY OF shelby

Before me, a notary public within and for said state and county, duly commissioned and qualified, personally appeared Doug Goodman with whom I am personally acquainted, and who upon oath acknowledged himself to be the OWNER of **B&G Partnership**, a Kentucky partnership and that he as OWNER being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as OWNER.

WITNESS my hand and seal of office at 115 Riverside Blvd. 38016, this 14th day of _____, 2022.

A Shepherd
Notary Public

My commission expires: 10/17/23

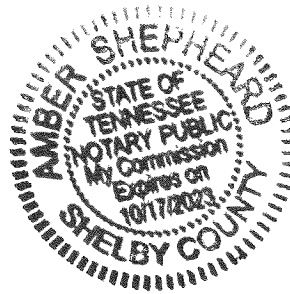
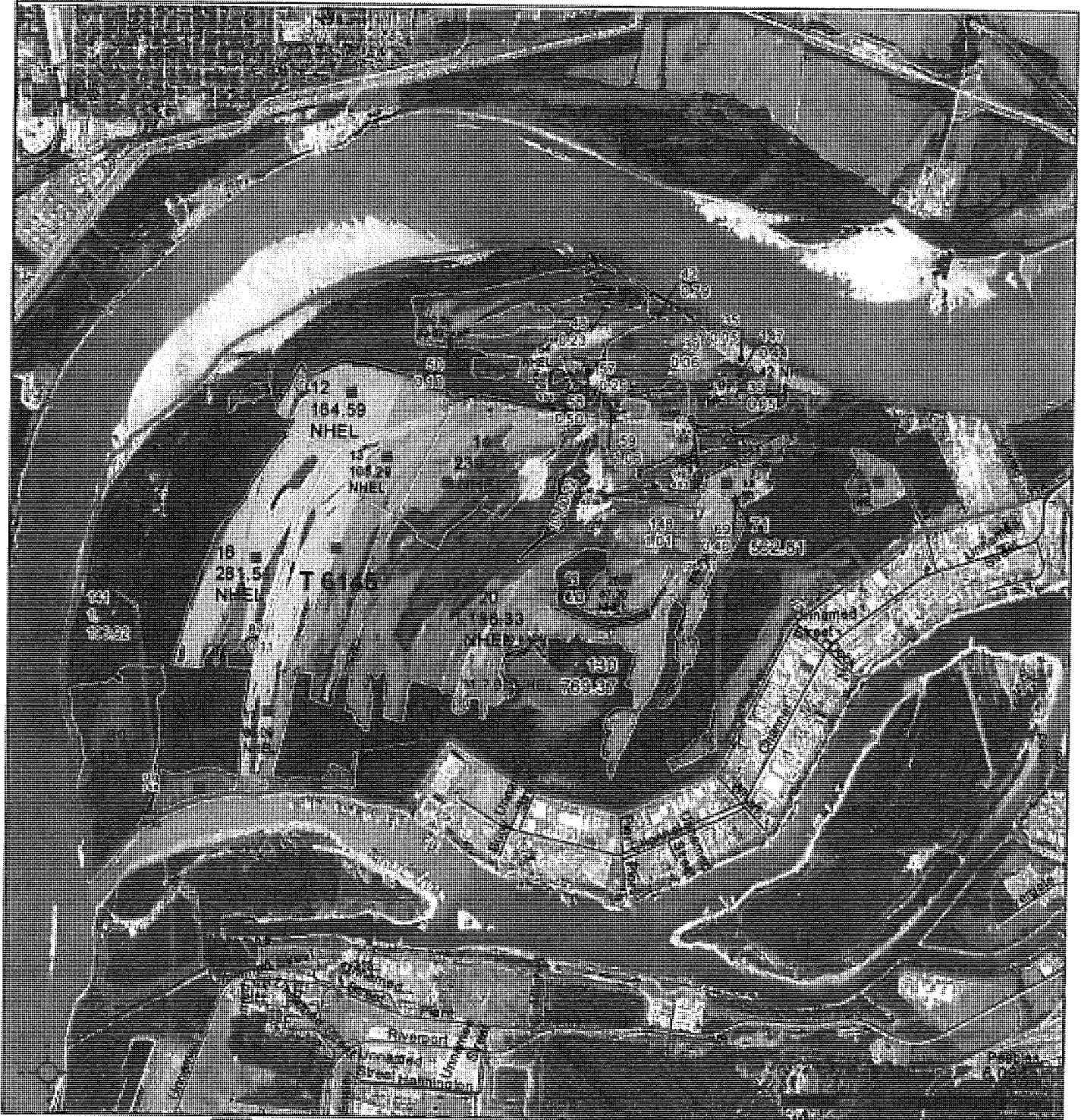


EXHIBIT A

Farm Tract 2908

Maps and Report of Commodities



Common Land Unit Tract Boundary
 Non-Cropland; Cropland
 street_dm_l_tn157

2021 NAIP Imagery

2022 Program Year
 Map Created May 16, 2022

Wetland Determination Identifiers
 ● Restricted Use
 ▽ Limited Restrictions
 ■ Exempt from Conservation Compliance Provisions

Farm 2908
Tract 6145

Tract Cropland Total: 3118.93 acres

United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or National Agricultural Imagery Program (NAIP) imagery. The producer accepts the data "as is" and assumes all risks associated with its use. USDA-FSA assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact USDA Natural Resources Conservation Service (NRCS).



2021 NAIP Imagery

2022 Program Year

Map Created May 16, 2022

Common Land Unit

Non-Cropland, Cropland

Wetland Determination Identifiers

- Restricted Use
- ▽ Limited Restrictions
- Exempt from Conservation Compliance Provisions

Farm 2908

Tract 176

Tract Cropland Total: 3.60 acres

United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or National Agricultural Imagery Program (NAIP) Imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. USDA-FSA assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact USDA Natural Resources Conservation Service (NRCS).

Shelby, Tennessee

FSA - 578 (09-13-16)

Farm Number: 2908

REPORT OF COMMODITIES

FARM AND TRACT DETAIL LISTING

PROGRAM YEAR: 2021

DATE: 06/07/2022

PAGE: 1

Original: ARE
Revision: _____
Cropland: 3,122.53
Farmland: 5,808.13

Tract Number	CLU/Field	Crop/Commodity	Var/Type	Int Use	Act Use	Irr. Pr.	Org Stat	Nat. Sod	C/C Stat	Rpt Unit	Rpt Qty	Det Qty	Crop Land	Field ID	Official/Measured	Planting Date	Planting Period	Planting End Date	
176	1	GRASS	NAG	LS	N	N	C	N	IV	A	3.60	Yes	Yes	N	N	NAP Unit 1417	Signature Date 07/26/2021	01	

Tract 176 Summary

Share 100.00 FSA Physical Location Shelby, Tennessee

NAP Unit 1417 Signature Date 07/26/2021

PP Cr/Cc	Var/Type	Int Use	Irr Pr	Rpt Unit	Rpt Qty	PP Cr/Cc	Var/Type	Int Use	Irr Pr	Rpt Unit	Rpt Qty	PP Cr/Cc	Var/Type	Int Use	Irr Pr	Rpt Unit	Rpt Qty	
01	GRASS	NAG	LS	N	A	3.60												

Photo Number/Legal Description: G12 (F-11)
Cropland: 3.60

Reported on Cropland: 3.60

Difference: 0.00

Reported on Non-Cropland: 0.00

6145	1A	SOYBN	COM	GR	N	C	N	I	A		74.00	Yes	Yes	N	05/22/2021	01		
Producer	1B	GRASS	NAG	LS	N	C	N	IV	A		26.80	Yes	Yes	N	NAP Unit 1417	Signature Date 07/26/2021	01	
Producer	2	GRASS	NAG	LS	N	C	N	IV	A		27.97	Yes	Yes	N	NAP Unit 1417	Signature Date 07/26/2021	01	
Producer	3	GRASS	NAG	LS	N	C	N	IV	A		15.46	Yes	Yes	N	NAP Unit 1417	Signature Date 07/26/2021	01	
Producer	4	GRASS	NAG	LS	N	C	N	IV	A		87.54	Yes	Yes	N	NAP Unit 1417	Signature Date 07/26/2021	01	
Producer	5	GRASS	NAG	LS	N	C	N	IV	A		5.81	Yes	Yes	N	NAP Unit 1417	Signature Date 07/26/2021	01	
Producer	6	GRASS	NAG	LS	N	C	N	IV	A		62.03	Yes	Yes	N	NAP Unit 1417	Signature Date 07/26/2021	01	
Producer	7	GRASS	NAG	LS	N	C	N	IV	A		190.97	Yes	Yes	N	NAP Unit 1417	Signature Date 07/26/2021	01	
Producer	8	SOYBN	COM	GR	N	C	N	I	A		45.37	Yes	Yes	N	NAP Unit 1417	Signature Date 07/26/2021	01	
Producer	9	GRASS	NAG	LS	N	C	N	IV	A		9.42	Yes	Yes	N	NAP Unit 1417	Signature Date 07/26/2021	01	
Producer	10	GRASS	NAG	LS	N	C	N	IV	A		1.91	Yes	Yes	N	NAP Unit 1417	Signature Date 07/26/2021	01	
Producer	11	GRASS	NAG	LS	N	C	N	IV	A		7.01	Yes	Yes	N	NAP Unit 1417	Signature Date 07/26/2021	01	

Share 100.00 FSA Physical Location Shelby, Tennessee

NAP Unit 1417 Signature Date 07/26/2021

REPORT OF COMMODITIES

Farm Number: 2908

FARM AND TRACT DETAIL LISTING

DATE: 06/07/2022
PAGE: 2

Tract Number	CLU/Field	Crop/Commodity	Var/Type	Int Use	Act Use	Lrr. Pr.	Org Set	Nat. Snd	C/C Stat	Rpt Unit	Rpt Qty	Der Qty	Crop Land	Field ID	Official/Measured	Planting Date	Planting Period	End Date
6145	12	SOYBN	COM	GR	N	N	C	N	I	A	164.59		Yes	N	N	05/22/2021	01	
Producer	13	SOYBN	COM	GR	Share 100.00		FSA Physical Location Shelby, Tennessee								N	NAP Unit 1417	Signature Date 07/26/2021	
					N	N	C	N	I	A	108.29		Yes	N	N	05/22/2021	01	
Producer	14A	SOYBN	COM	GR	Share 100.00		FSA Physical Location Shelby, Tennessee								N	NAP Unit 1417	Signature Date 07/26/2021	
					N	N	C	N	I	A	120.00		Yes	N	N	05/22/2021	01	
Producer	14B	GRASS	NAG	LS	Share 100.00		FSA Physical Location Shelby, Tennessee								N	NAP Unit 1417	Signature Date 07/26/2021	
					N	N	C	N	I	V	A	119.77	Yes	N	N		01	
Producer	16	SOYBN	COM	GR	Share 100.00		FSA Physical Location Shelby, Tennessee								N	NAP Unit 1417	Signature Date 07/26/2021	
					N	N	C	N	I	A	281.54		Yes	N	N	05/23/2021	01	
Producer D	17	SOYBN	COM	GR	Share 100.00		FSA Physical Location Shelby, Tennessee								N	NAP Unit 1417	Signature Date 07/26/2021	
					N	N	C	N	I	A	86.09		Yes	N	N	05/23/2021	01	
Producer	18	SOYBN	COM	GR	Share 100.00		FSA Physical Location Shelby, Tennessee								N	NAP Unit 1417	Signature Date 07/26/2021	
					N	N	C	N	I	A	36.59		Yes	N	N	05/23/2021	01	
Producer	19	SOYBN	COM	GR	Share 100.00		FSA Physical Location Shelby, Tennessee								N	NAP Unit 1417	Signature Date 07/26/2021	
					N	N	C	N	I	A	17.13		Yes	N	N	05/23/2021	01	
Producer	20A	SOYBN	COM	GR	Share 100.00		FSA Physical Location Shelby, Tennessee								N	NAP Unit 1417	Signature Date 07/26/2021	
					N	N	C	N	I	A	950.00		Yes	N	N	05/24/2021	01	
Producer	20B	GRASS	NAG	LS	Share 100.00		FSA Physical Location Shelby, Tennessee								N	NAP Unit 1417	Signature Date 07/26/2021	
					N	N	C	N	I	V	A	238.33	Yes	N	N		01	
Producer	21	GRASS	NAG	LS	Share 100.00		FSA Physical Location Shelby, Tennessee								N	NAP Unit 1417	Signature Date 07/26/2021	
					N	N	C	N	I	V	A	6.09	Yes	N	N		01	
Producer	22	GRASS	NAG	LS	Share 100.00		FSA Physical Location Shelby, Tennessee								N	NAP Unit 1417	Signature Date 07/26/2021	
					N	N	C	N	I	V	A	17.85	Yes	N	N		01	
Producer	23	GRASS	NAG	LS	Share 100.00		FSA Physical Location Shelby, Tennessee								N	NAP Unit 1417	Signature Date 07/26/2021	
					N	N	C	N	I	V	A	18.01	Yes	N	N		01	
Producer	24	SOYBN	COM	GR	Share 100.00		FSA Physical Location Shelby, Tennessee								N	NAP Unit 1417	Signature Date 07/26/2021	
					N	N	C	N	I	A	12.19		Yes	N	N	05/20/2021	01	
Producer	25	SOYBN	COM	GR	Share 100.00		FSA Physical Location Shelby, Tennessee								N	NAP Unit 1417	Signature Date 07/26/2021	
					N	N	C	N	I	A	33.29		Yes	N	N	05/20/2021	01	
Producer	26	SOYBN	COM	GR	Share 100.00		FSA Physical Location Shelby, Tennessee								N	NAP Unit 1417	Signature Date 07/26/2021	
					N	N	C	N	I	A	67.30		Yes	N	N	05/20/2021	01	
Producer	28	SOYBN	COM	GR	Share 100.00		FSA Physical Location Shelby, Tennessee								N	NAP Unit 1417	Signature Date 07/26/2021	
					N	N	C	N	I	A	38.20		Yes	N	N	05/20/2021	01	
Producer					Share 100.00		FSA Physical Location Shelby, Tennessee								N	NAP Unit 1417	Signature Date 07/26/2021	

FSA - 578 (09-13-16)

Farm Number: 2908

REPORT OF COMMODITIES

PROGRAM YEAR: 2021

FARM AND TRACT DETAIL LISTING

DATE: 06/07/2022

PAGE: 3

Tract Number	Field	Crop/Commodity	Var/Type	Int Use	Act Use	Int. Pr.	Org Stat	Nat Stat	C/C Stat	Rpt Unit	Rpt Qty	Det Qty	Crop Land	Field ID	Official/Measured	Planting Date	Planting Period	End Date	
6145	29	GRASS	NAG	LS		N	C	N	IV	A	17.54		Yes	N			01		
Producer																			
	30	GRASS	NAG	LS	Share 100.00	N	C	N	IV	A	216.82		Yes	NAP Unit 1417	N	Signature Date 07/26/2021	01		
Producer																			
	31	GRASS	NAG	LS	Share 100.00	N	C	N	IV	A	1.72		Yes	NAP Unit 1417	N	Signature Date 07/26/2021	01		
Producer																			
	33	GRASS	NAG	LS	Share 100.00	N	C	N	IV	A	3.45		Yes	NAP Unit 1417	N	Signature Date 07/26/2021	01		
Producer																			
	34	GRASS	NAG	LS	Share 100.00	N	C	N	IV	A	9.85		Yes	NAP Unit 1417	N	Signature Date 07/26/2021	01		
Producer																			
Tract 6145 Summary																			
PP Cr/Cd	Var/Type	Int/Use	Int/Pr	Rpt/Unit	Rpt/Qty	PP Cr/Cd	Var/Type	Int/Use	Int/Pr	Rpt/Unit	Rpt/Qty	PP Cr/Cd	Var/Type	Int/Use	Int/Pr	Rpt/Unit	Rpt/Qty		
01 GRASS	NAG	LS	N	A	1,084.35	01 SOYBN	COM	GR	N	A	2,034.58								
Photo Number/Legal Description: R4.E10.E11																			
Cropland: 3,118.93										Reported on Cropland: 3,118.93									
										Difference: 0.00									
										Reported on Non-Cropland: 0.00									

Shelby, Tennessee

FSA - 578 (09-13-16)

Farm Number: 2908

Operator Name and Address

REPORT OF COMMODITIES FARM SUMMARY

PROGRAM YEAR: 2021

DATE: 06/07/2022

PAGE: 4

Original: ARE
Revision:
Cropoland: 3.122.53
Famland: 5.808.13

NOTE: The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a - as amended). The authority for requesting the information identified on this form is 7 CFR Part 718, the Farm Security and Rural Investment Act of 2002 (Pub L. 107-171), and the Agricultural Act of 2014 (Pub. L. 113-79). The information will be used to collect producer certification of the report of acreage of crops/commodities and land use data which is needed in order to determine producer eligibility to participate in and receive benefits under FSA programs. The information collected on the form may be disclosed to other Federal, State, Local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in applicable Routine Uses identified in the System of Records Notice for USDA/FSA-2, Farm Records File (Automated) and USDA/FSA-14, Applicant/Borrower. Providing the requested information is voluntary. However, failure to furnish the requested information may result in a denial of the producer's request to participate in and receive benefits under FSA programs. According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0560-0175. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of criminal and civil fraud, privacy, and other statutes may be applicable to the information provided. RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.

Planting Period	Crop/Commodity	Variety/Type	Int Use	Irr Prac	Reporting Unit	Share	Crop/Commodity	Variety/Type	Share	Rpt Exp	Det Exp	Crop/Commodity	Variety/Type	Share	Rpt Vol	Det Vol	Rpt NA	Det NA
01	GRASS	NAG	LS	N	A	100.00	SOYBN	COM	100.00									

CERTIFICATION: I certify to the best of my knowledge and belief that the acreage of crops/commodities and land uses listed herein are true and correct and that all required crops/commodities and land uses have been reported for the farm as applicable. Absent any different or contrary prior subsequent certification filed by any producer for any crop for which NAP coverage has been purchased, I certify that the applicable crop, type, practice, and intended use is not planted if it is not included on the Report of Commodities for this crop year. The signing of this form gives FSA representatives authorization to enter and inspect crops/commodities and land uses on the above identified land. A signature date (the date the producer signs the FSA-578) will also be captured.

Operator's Signature (By) _____ Title/Relationship of Individual Signing in the Representative Capacity _____

Date _____

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident. Persons with disabilities who require alternative means of communication (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English. To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.html and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.

EXHIBIT B

Farm Tract 2932

Map and Report of Commodities



Common Land Unit Tract Boundary

2021 NAIP Imagery

2022 Program Year

Map Created May 16, 2022

Farm 2932
Tract 5934

Non-Cropland; Cropland
— street_dm_l_tn157

Wetland Determination Identifiers

- Restricted Use
- ▽ Limited Restrictions
- Exempt from Conservation Compliance Provisions

Tract Cropland Total: 62.09 acres

United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or National Agricultural Imagery Program (NAIP) imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. USDA-FSA assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact USDA Natural Resources Conservation Service (NRCS)

Shelby, Tennessee
 FSA - 578 (09-13-16)

REPORT OF COMMODITIES FARM AND TRACT DETAIL LISTING

PROGRAM YEAR: 2021

DATE: 06/07/2022
 PAGE: 1

Farm Number: 2932

Operator Name and Address

Original: ARE
 Revision: _____
 Cropland: 62.09
 Farmland: 192.50

Tract Number	CLU/Field	Crop/Commodity	Var/Type	Int Use	Act Use	Irr. Pr.	Org Stat	Nat. Sod	C/C Stat	Rpt Unit	Rpt Qty	Det Qty	Crop Land	Field ID	Official/Measured	Planting Date	Planting Period	End Date	
5934	1	SOYBN	COM	GR		N	C	N	I	A	62.09		Yes		N	05/20/2021	01		
Producer Tract 5934 Summary Share 100.00 FSA Physical Location Shelby, Tennessee NAP Unit 1417 Signature Date 07/26/2021																			
PP Cr/Co	Var/Type	Int Use	Irr.Pr	Rpt Unit	Rpt Qty	PP Cr/Co	Var/Type	Int Use	Irr.Pr	Rpt Unit	Rpt Qty	PP Cr/Co	Var/Type	Int Use	Irr.Pr	Rpt Unit	Rpt Qty		
01 SOYBN	COM	GR	N	A	62.09														

Photo Number/Legal Description: E8/F11
 Cropland: 62.09

Reported on Cropland: 62.09 Difference: 0.00

Reported on Non-Cropland: 0.00

REPORT OF COMMODITIES FARM SUMMARY

Shelby, Tennessee
FSA - 578 (09-13-16)
Farm Number: 2932

Operator Name and Address

NOTE: The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a - as amended). The authority for requesting the information identified on this form is 7 CFR Part 718, the Farm Security and Rural Investment Act of 2002 (Pub L. 107-171), and the Agricultural Act of 2014 (Pub. L. 113-79). The information will be used to collect producer certification of the report of acreage of crops/commodities and land use data which is needed in order to determine producer eligibility to participate in and receive benefits under FSA programs. The information collected on the form may be disclosed to other Federal, State, Local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in applicable Routine Uses identified in the System of Records Notice for USDA/FSA-2, Farm Records File (Automated) and USDA/FSA-14, Applicant/Borrower. Providing the requested information is voluntary. However, failure to furnish the requested information may result in a denial of the producer's request to participate in and receive benefits under FSA programs. According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0560-0175. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of criminal and civil fraud, privacy, and other statutes may be applicable to the information provided. RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.

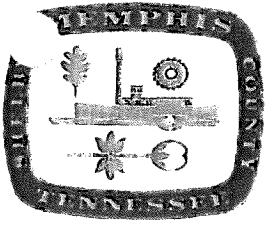
Planting Period	Crop/Commodity	Variety/Type	Irrigation Practice	Intended Use	Share	Crop/Commodity	Variety/Type	Share	Crop/Commodity	Variety/Type	Share	Crop/Commodity	Variety/Type	Irrigation Practice	Reporting Unit	Reported Quantity	Determined Quantity
01	SOYBN	COM	N	GR	100.00	SOYBN	COM								A	62.09	

CERTIFICATION: I certify to the best of my knowledge and belief that the acreage of crops/commodities and land uses listed herein are true and correct and that all required crops/commodities and land uses have been reported for the farm as applicable. Absent any different or contrary prior subsequent certification filed by any producer for any crop for which NAP coverage has been purchased, I certify that the applicable crop, type, practice, and intended use is not planted if it is not included on the Report of Commodities for this crop year. The signing of this form gives FSA representatives authorization to enter and inspect crops/commodities and land uses on the above identified land. A signature date (the date the producer signs the FSA-578) will also be captured.

Signature: _____ Date: _____
Title/Relationship of Individual Signing in the Representative Capacity

Operator's Signature (By)

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City Council Resolution

A Resolution requesting the approval for the sale of a 0.121 Acre City owned parcel located at 0 Baltimore, Memphis, Shelby County, Tennessee and further described as Parcel ID # 029074 00043

Whereas an adjoining property owner, Charmita Hobson, has submitted an offer of One Thousand Five Hundred Dollars (\$1,500.00) for the Parcel along with a One Hundred Fifty Dollar (\$150.00) Earnest Money deposit to the City of Memphis Real Estate Center,

Whereas the sale of City owned parcels will increase the General Fund, generate tax revenue, and eliminate blight and maintenance cost for the City of Memphis

Whereas it is deemed to be in the best interest of the Citizens of the City of Memphis and County of Shelby that this request be considered subject to terms and conditions set forth in the Offer to Purchase and City Ordinance 2-291-1(A)

Now, therefore be it resolved by the Council of the City of Memphis that the offer submitted by Charmita Hobson, an adjoining property owner, on the above described Parcels is hereby accepted subject to City Ordinance 2-291- 1-1(A), 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 less shall place a value without obtaining an independent appraisal.

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



Memphis City Council Summary Sheet

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

A Resolution approving the sale of a City owned property known as 0 Baltimore Street Memphis, TN 38114, Parcel 029074 00043.

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

General Services

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

N/A

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

District 4/ Super District 8

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

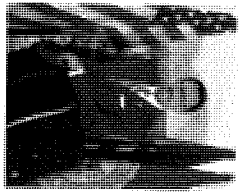
N/A

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

N/A

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

N/A



Willie F. Brooks, Jr.
Shelby County Register of Deeds

MEMPHIS CITY OF

Owner: MEMPHIS CITY OF

Parcel Address: 0 BALTIMORE

Parcel ID: 029074 00043

2022 Appraisal: \$3,600

Tax District: MEMPHIS

Year Built:

Lot Number: 12-13

Subdivision: BELT LINE BLK E

Plat BK & PG: UNKNOWN

Dimensions: 50 X 106

Total Acres: 0.121

Owner Address: 125 N MAIN ST STE 568

MEMPHIS TN

38103 2026

Map prepared on 12/8/2022



Resolution Establishing a Park Restoration Fund and Reallocating and Reappropriating \$500,000 from the FY23 CIP

WHEREAS, the City of Memphis has made a significant investment in the restoration of Tom Lee Park, an invaluable public park and riverfront asset (the “Park”); and

WHEREAS, a newly renovated park and its amenities, particularly young growth vegetation and infrastructure, are most vulnerable to damage in the first two years of its renovation; and

WHEREAS, the Park has been the home to a world famous festival, Memphis in May (the “Festival”), which brings thousands of people to the Park, and it is anticipated that Memphis in May will be held at the Park in years 2023 and 2024; and

WHEREAS, the newly improved Park will require a modified/new approach to Festival operations, as Park and Festival operators figure out how to “load-in” and integrate a festival into a reconfigured Park with more “damageable” amenities; and

WHEREAS, the City desires to mitigate risk to the vegetation and physical infrastructure, and also to minimize financial risk to both the Park and Festival operator; and

WHEREAS, the Memphis City Council, through the FY23 budget, allocated \$5.5M for the purposes of improvements to Mud Island; and

WHEREAS, uses for the \$5.5M allocated to Mud Island have yet to be identified; and

WHEREAS, the City of Memphis proposes to establish a \$500,000 Park Restoration Fund (“Fund”) that will be used to cover expenses to repair or mitigate damage resulting from the Festival for the first two years following the renovation, to operate as follows:

- a. The source of funds will be \$500,000 of the \$5.5M of FY23 CIP funds that were appropriated for the renovation of Mud Island.
- b. The City will assign \$350,000 of the restoration fund to year 1 (2023), and \$150,000 of the restoration to year 2 (2024).
- c. The Fund money will be the first dollars used to restore the Park from any Festival damage in 2023 and 2024.
- d. The Festival operator will be required to submit a damage deposit each year in the amount of \$250,000, to cover the costs of repairs in excess of the amount provided for annually in the Fund, but if costs to repair damage resulting from the Festival do not exceed the amount of the City’s Fund balance for either of the first two years, then none of the Festival operator’s damage deposit will be drawn upon to correct the damage.
- e. The use of the Funds is permissive, and the City of Memphis will have sole discretion to approve payment of restoration funds for damage incurred by the Festival, and may, at its sole discretion, exclude any damage caused by willful/ wanton destruction of property, or damage incurred due to gross negligence of the Festival operator. In the event the City does not distribute all of the money from the Fund in any given year for these

reasons, the deposit from the Festival Operator should be used to cover the cost of repairs.

- f. Should damages exceed the annual contribution by the City, plus the damage deposit by the Festival operator, the Memphis River Parks Partnership shall fund the balance of the restoration.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MEMPHIS that the Chief Financial Officer shall create a "Park Restoration Fund," to be funded by allocating and appropriating \$500,000 from the FY23 CIP budget from Mud Island; and the funds from the Park Restoration Fund shall be distributed consistent with the manner described herein.

Sponsor:

Chair Martavius Jones
Councilman Chase Carlisle
City Administration