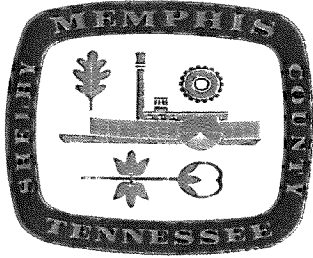


PARKS COMMITTEE

Memphis City Council Summary Sheet Template 8-28-12



Memphis City Council Summary Sheet

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

Resolution to Allocate and Appropriate \$1,200,000.00 from FY23 PK04019 McFarland Park Splash Pad for Contract Construction.

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

Parks and Neighborhoods

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

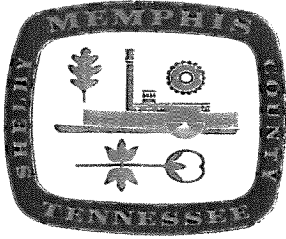
(Not Applicable)

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

This will require a construction contract.

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

This will require an expenditure of \$1,200,000.00



Resolution to Allocate and Appropriates funds for McFarland Park Splash Pad

WHEREAS, the Council of the City of Memphis did include McFarland Park Splash Pad CIP Project Number PK04019, as part of the Fiscal Year 2023 Capital Improvements Budget; and

WHEREAS, the Council of the City of Memphis did provide an allocation of \$1,200,000.00 in Fiscal Year 2023 CIP Project Number PK04019, McFarland Park Splash Pad, Contract Construction, as part of the Fiscal Year 2023 Capital Improvements Budget; and

WHEREAS, the Administration requests that Council to approve the Allocation and Appropriation of \$1,200,000.00 in Contract Construction in Fiscal Year 2023 CIP Project Number PK04019, McFarland Park Splash Pad, to construct a new splash pad at McFarland Park for recreational purposes.

NOW THEREFORE BE IT RESOLVED, by the Council of the City of Memphis that it hereby approves the Allocation and Appropriation of \$1,200,000.00 from Fiscal Year 2023 CIP Project Number PK04019, McFarland Park Splash Pad, Contract Construction, funded by Pay-Go Funds, chargeable to the Fiscal Year 2023 Capital Improvement Budget; with said appropriations being credited as follows:

Project Title:	McFarland Park Splash Pad
Project Number:	PK04019
Amount:	\$1,200,000.00

Memphis City Council Summary Sheet Template 8-28-12



Memphis City Council Summary Sheet

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

Resolution to Allocate and Appropriate \$2,200,000.00 from FY23 PK07128, Crockett Park for Contract Construction.

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

Parks and Neighborhoods

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

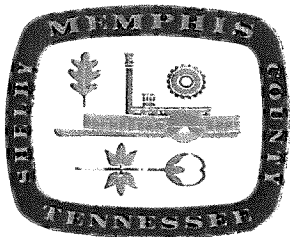
(Not Applicable)

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

This will require a construction contract.

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

This will require an expenditure of \$2,200,000.00



Resolution to Allocate and Appropriate funds for Crockett Park

WHEREAS, the Council of the City of Memphis did include Crockett Park CIP Project Number PK07128, as part of the Fiscal Year 2023 Capital Improvements Budget; and

WHEREAS, the Council of the City of Memphis did provide an allocation of \$2,200,000.00 in Fiscal Year 2023 CIP Project Number PK07128, Crockett Park, Contract Construction, as part of the Fiscal Year 2023 Capital Improvements Budget; and

WHEREAS, the Administration requests that Council to approve the Allocation and Appropriation of \$2,200,000.00 in Contract Construction in Fiscal Year 2023 CIP Project Number PK07128, Crockett Park, in order to construct neighborhood park amenities at the former golf course.

NOW THEREFORE BE IT RESOLVED, by the Council of the City of Memphis that it hereby approves the Allocation and Appropriation of \$2,200,000.00 from Fiscal Year 2023 CIP Project Number PK07128, Crockett Park, Contract Construction, funded by Pay-Go Funds, chargeable to the Fiscal Year 2023 Capital Improvement Budget; with said appropriations being credited as follows:

Project Title:	Crockett Park
Project Number:	PK07128
Amount:	\$2,200,000.00

**ECONOMIC
DEVELOPMENT
COMMITTEE**



City of
MEMPHIS

OFFICE OF BUSINESS
DIVERSITY & COMPLIANCE

Mayor Jim Strickland

OFFICE OF BUSINESS DIVERSITY & COMPLIANCE
MEMPHIS CITY COUNCIL
FY23 Q2 MWBE UPDATE

www.MemphisTN.gov/BDC • [#WeMeanBusiness](https://twitter.com/WeMeanBusiness) • [@BDCmem](https://twitter.com/BDCmem)





HIGHLIGHT OF ACTIVITIES & UPDATES

FY23 Q2

506 Total Clients
9 Workshops
238 Workshop Attendees

We Are Open For Business

The OBDC and ENC have returned to regular hours and are ready to assist you.

Come and See Us!



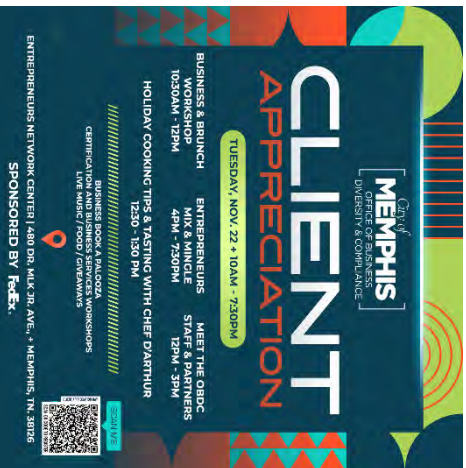


HIGHLIGHT OF ACTIVITIES & UPDATES

FY23 Q2

Outreach & Community Engagement

- Client Appreciation Day
- Buy MBE Day
- Holiday Pop-Up Shop for SMWBE's
- Ongoing Certification Outreach

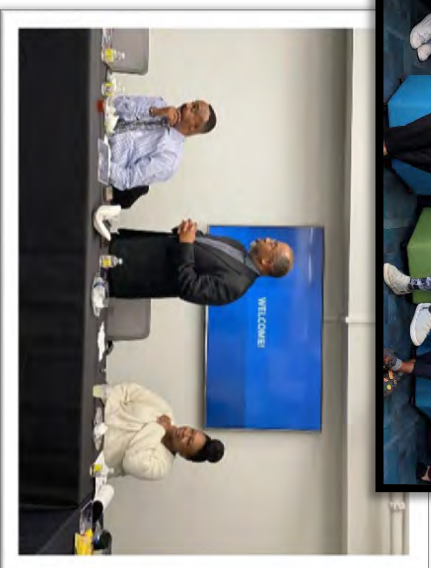
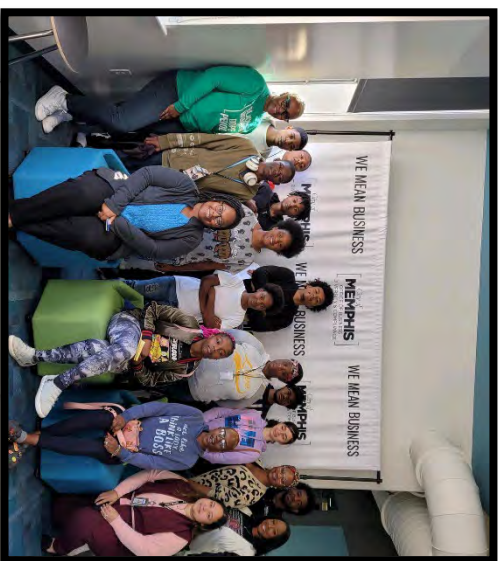
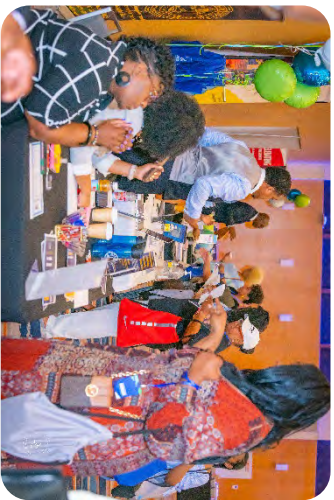




HIGHLIGHT OF ACTIVITIES & UPDATES

FY23 Q2

Outreach & Community Engagement





MWBE REPORT METHODOLOGY

FY23 Q2

Basic Formula

Direct MWBE Spend + Sub MWBE Spend

Total Spend - Exclusions*

*Spend is excluded when it is not possible for a type of payment to be made to an MWBE (ex: payment to a govt agency or non-profit) or when there are no MWBEs available for that type of service (ex: vehicle sales)

Data Sources

- Direct MWBE Spend = B2G/Oracle
- Sub MWBE Spend = B2G
- Total Spend = Oracle
- Exclusions = list created manually by OPM; reviewed and approved by Divisions and OBDC



CERTIFIED MWBE SPENDING

FOR FY23 Q2

FY23 Q2 City of Memphis MWBE Spend Citywide

	FY23 Q2	FY22 Q2
Total MWBE Spend	\$64,712,814.56	\$37,940,509.65
Certified MWBE Percent Spend	25.34%	15.99%
Certified + Non-Certified Percent Spend	28.04%	19.61%



CERTIFIED MWBE SPENDING

FY23 Q2

Divisions	Total Spend	Total Eligible Spend	Total MWBE Spend	Percent Certified MWBE Spend	Percent Certified + Non Certified MWBE Spend
City Attorney	\$8,325,935.17	\$1,592,247.53	\$319,350.27	20.06%	33.41%
City Engineer	\$7,361,270.84	\$5,238,731.40	\$1,277,382.17	24.38%	24.40%
Court Clerk	\$975,061.79	\$930,741.35	\$10,176.50	1.09%	1.09%
Executive	\$9,469,844.02	\$4,734,432.32	\$3,126,782.98	66.04%	76.32%
Finance & Administration	\$9,098,283.46	\$1,012,788.25	\$262,276.26	25.90%	27.32%
Fire Services	\$17,047,193.78	\$12,679,091.42	\$3,576,508.67	28.21%	28.49%
General Services	\$37,414,434.62	\$31,954,739.64	\$12,037,322.13	37.67%	38.37%
Grants & Subsidies	\$45,124,845.94	\$563,110.60	\$331,617.05	58.89%	67.20%
Housing & Community Development	\$91,006,946.55	\$23,799,270.63	\$4,212,097.92	17.70%	22.83%
Human Resources	\$6,738,766.43	\$2,341,792.97	\$590,041.74	25.20%	35.54%
Information Technology	\$16,408,530.43	\$9,918,027.09	\$4,459,589.52	44.96%	47.83%
Judicial City Courts	\$13,164.17	\$9,837.77	\$9,756.27	99.17%	99.17%
Legislative Council	\$283,931.29	\$240,652.97	\$106,103.38	44.09%	58.81%
Libraries	\$3,411,803.60	\$2,176,356.92	\$634,482.16	29.15%	73.57%
Long Term Debt	\$61,075.02	\$0.00	\$0.00	0.00%	0.00%
MATA	\$1,457,887.71	\$0.00	\$0.00	0.00%	0.00%
Memphis Parks	\$38,486,382.10	\$24,459,186.11	\$11,040,292.88	45.14%	45.60%
Police Services	\$22,077,381.74	\$10,324,916.18	\$2,267,810.10	21.96%	23.29%
Public Works	\$119,748,900.16	\$105,770,880.72	\$19,243,281.23	18.19%	18.69%
Retirement Investors	\$4,176,215.89	\$708,968.00	\$514,094.00	72.51%	72.94%
Solid Waste	\$22,629,522.18	\$14,321,622.33	\$883,066.05	6.17%	22.68%
Unallocated	\$55,050,494.17	\$2,620,461.96	-\$189,216.72	-7.22%	-7.47%
Grand Total	\$516,367,871.06	\$255,397,856.16	\$64,712,814.56	25.34%	28.04%

*Unallocated represents those checks that were not attributed to a division at the time of payment.



CERTIFIED MWBE SPENDING

FY23 Q2

	Female	Male	Grand Total	Percent of MWBE Spend	Percent of Total Spend
Asian	\$2,736,306.86	\$3,212,123.21	\$5,948,430.07	9.19%	2.33%
Black	\$9,938,819.90	\$38,823,225.46	\$48,762,045.36	75.35%	19.09%
Caucasian	\$8,544,663.35	\$0.00	\$8,544,663.35	13.20%	3.35%
Hispanic/Latino	\$108,005.76	\$1,247,666.61	\$1,355,672.37	2.09%	0.53%
Native American	\$0.00	\$102,003.41	\$102,003.41	0.16%	0.04%
Grand Total	\$21,327,795.87	\$43,385,018.69	\$64,712,814.56	100.00%	25.34%
Eligible Spend	\$255,397,856.16				

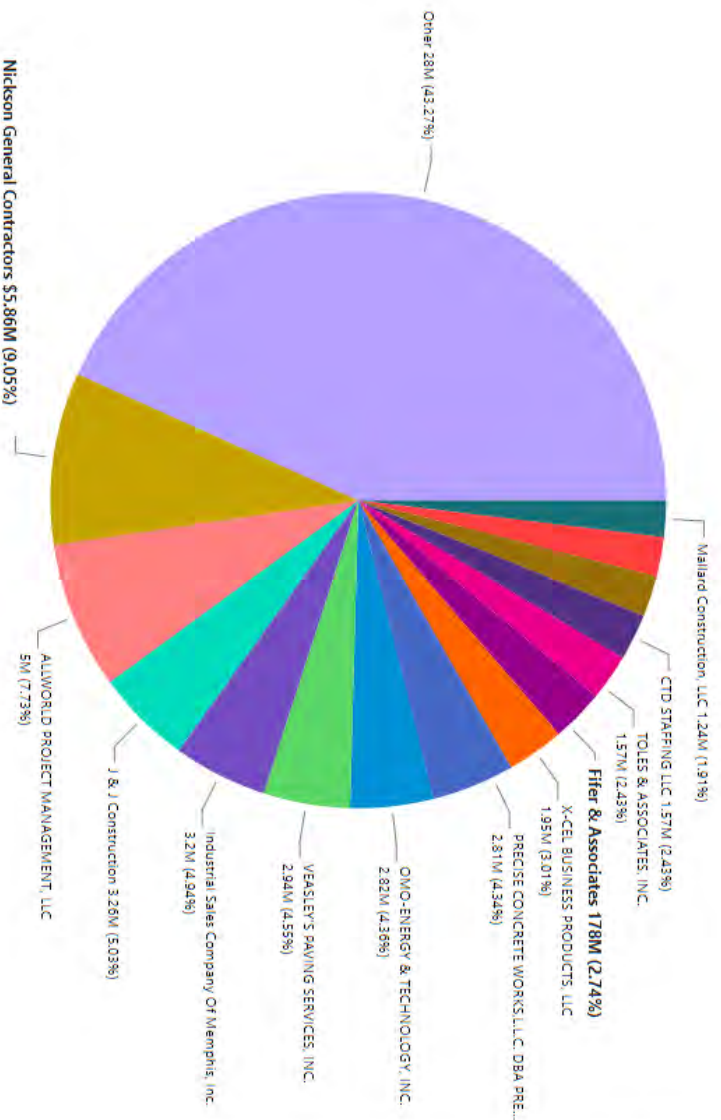


TOP MWBE VENDORS

FOR FY23 Q2

FY23 Q2 Report: MWBE Vendors

Top 15 MWBE Vendors



Quick Facts

- The City paid a total of 216 MWBE vendors in FY23 through Q2.
- The top 10 vendors received 45% of the City's total payment to MWBE vendors
- 18 Certified MWBE vendors received over \$1M
- Non-Certified MWBE vendor Michael's Tree & Loader Service received \$2.46M

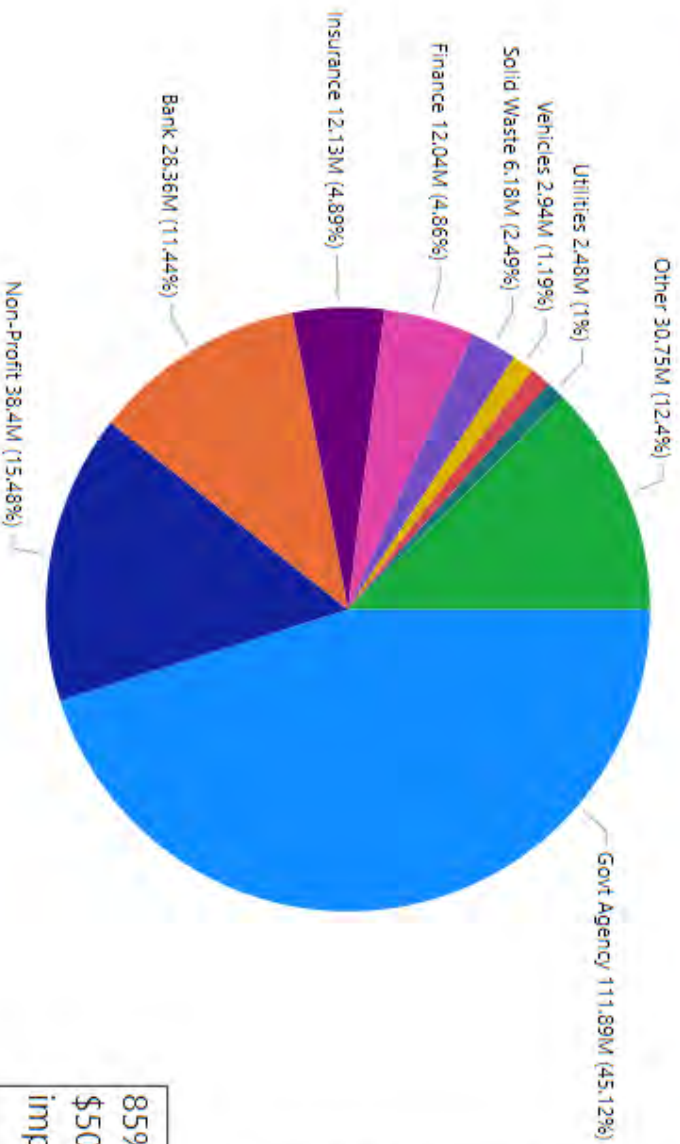


EXCLUDED SPEND

FOR FY23 Q2

FY23 Q2 MWBE Report: Exclusions by Category

Top 10 Excluded Spend Categories



This analysis looks at every category of vendor who received \$50,000 or more and whose payments were excluded from MWBE calculations. This subset of excluded expenditures includes \$247,971,091.19 of exclusions (or 97% of the total \$255,397,856.16 excluded from MWBE calculations). The purpose is to highlight the exclusion categories where MWBE participation could potentially be improved versus categories of spend where improvement is not applicable (ex: Govt Agency, Non-Profit, Tax Refund, or Legal Settlement).

85% of excluded spend over \$50,000 is in a category where improvement is not applicable



CURRENT ACTIVITIES

Outreach & Community Engagement

- Quarterly Certification Workshops (Pre-Cert & I'm Certified What's, Next?)
- Competitive Bidder's Prep Accelerator Program (CBPA)
- City of Memphis to host 2023 ACCA National Training Institute
- Business Tax Preparedness En Espanol
- Client Appreciation Day

Impuestos en los Negocios

La temporada de impuestos ha llegado a los pequeños negocios

"Conocer su negocio es la mejor forma de mejorar sus impuestos."



Guadalupe Esteban
CPA - Client Tax Services

Jueves 2 de marzo
8:30 pm - 6:30 pm

Entrepreneurs Network Center
480 Dr. MLK Jr. Avenue,
Memphis, TN 38126

Entrepreneur's Series: Focus on entrepreneurs in the South, with a special focus on Memphis.



CITY OF MEMPHIS OFFICE OF BUSINESS DIVERSITY AND COMPLIANCE PRE-CERTIFICATION WORKSHOP

JOIN THE OFFICE OF BUSINESS DIVERSITY AND COMPLIANCE FOR AN "IN-PERSON" WORKSHOP TO HELP YOU PREPARE FOR THE CITY OF MEMPHIS CONTRACT OPPORTUNITIES THROUGH THE BIDDING VENDOR REGISTRATION.

FEBRUARY 21, 2023
12:00PM - 1:30PM
ENTREPRENEURS NETWORK CENTER
480 DR. MLK JR. AVE. MEMPHIS, TN 38126

WORKSHOP TOPICS WILL INCLUDE:

- WHY SEEK BUSINESS CERTIFICATION WITH THE CITY OF MEMPHIS
- THE BENEFITS OF CERTIFICATION
- HOW TO APPLY ONLINE TO BECOME A REGISTERED CERTIFIED VENDORS
- REQUIRED APPLICATION DOCUMENTS

MEMPHIS REGISTER ON EVENTBRITE

SCAN TO REGISTER

CERTIFICATE

MAYOR JIM STRICKLAND'S

COMPETITIVE BIDDER'S PREP ACCELERATOR

SUB-TO-PRIME: BID & PROCUREMENT TRAINING PROGRAM



LET'S GET CONNECTED

@obdcMemphis



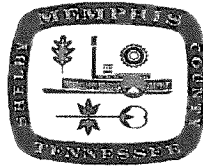
Office of Business
Diversity and
Compliance



City of Memphis -
Office of Business Diversity
and Compliance

@OBDcMem

BUDGET COMMITTEE



Memphis City Council Summary Sheet

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

AN ORDINANCE TO AMEND TITLE 6, CHAPTER 92 OF THE CODE OF ORDINANCES FOR THE CITY OF MEMPHIS, TO EXTEND THE SUNSET CLAUSE FOR THE EQUAL BUSINESS OPPORTUNITY PROGRAM

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

ADMINISTRATION

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

CHANGE TO AN EXISTING ORDINANCE

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

This will impact all council districts and super districts.

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

This does not require a new contract.

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

There are no MWBE goals associated with this Resolution.

ORDINANCE NO. _____

AN ORDINANCE TO AMEND TITLE 6, CHAPTER 92 OF THE CODE OF ORDINANCES FOR THE CITY OF MEMPHIS, TO EXTEND THE SUNSET CLAUSE FOR THE EQUAL BUSINESS OPPORTUNITY PROGRAM

WHEREAS, a study of available data, including data maintained by the City of Memphis and other public agencies, data gathered from a survey of businesses in the Memphis MSA, and other commercially available data regarding the economic opportunities available to businesses in the Memphis MSA was conducted by Griffin and Strong, P.C. in 2016, concluding in the City of Memphis Minority and Women Business Enterprise Program Disparity Study and Legal Analysis (the "Disparity Study");

WHEREAS, the Memphis City Council passed an amendment to Ordinance No. 5662 in 2017 to implement the Equal Business Opportunity Program, consistent with certain findings based on the Disparity Study, legal analysis report and other data relative to the business opportunities available to Minority and Women Businesses in the Memphis Metropolitan Statistical Area (MSA);

WHEREAS, pursuant to Memphis City Code Section Title 6, Chapter 92, Section 7(R)(3), the Equal Opportunity Program contains a sunset clause, which was originally June 30, 2021, but was amended on June 21, 2021, pursuant to Ordinance 5787, to extend the sunset clause by two (2) years as follows: "This chapter shall sunset on June 30, 2023, unless prior to such date the city council, after conducting public hearings, finds that the purposes of this chapter have not yet been achieved, in which case it may extend the effective period of this chapter for an additional five years";

WHEREAS, the sunset clause operates as a mechanism to facilitate a periodic review process to assess and support the need for the Equal Business Opportunity program; and

WHEREAS, the City seeks to continue the Equal Business Opportunity programming, and has retained Griffin and Strong, P.C. to perform and to conduct a new Disparity Study as part of its periodic review process to assess the continued need for the Equal Business Opportunity program; and

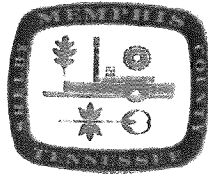
WHEREAS, Griffin and Strong has begun work on the new Disparity Study but will not be able to complete its review and analysis prior to the expiration of the sunset clause;

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEMPHIS that the sunset clause set forth in Section 6-92-7(R)(3) be extended for a period of one (1) year to June 30, 2024 and that Section 6-92-7(R)(3) of the Code of Ordinances be repealed and deleted in its entirety and the following be inserted in lieu thereof:

"This chapter shall sunset on June 30, 2024, unless prior to such date the city council, after conducting public hearings, finds that the purposes of this chapter have not yet been achieved, in which case it may extend the effective period of this chapter for an additional five years."

Sponsor: Administration

PUBLIC SAFETY COMMITTEE



Memphis City Council Summary Sheet

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

A resolution to transfer and appropriate funds in the amount of \$525,000 for FS1 Construction, FS02031.

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

Memphis Fire Services is the initiating party.

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

There is no change to an existing ordinance or resolution.

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

Council District 7
Super District 8

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

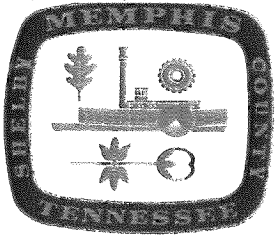
This request will not require a new contract.

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

This requires a budget amendment to transfer an allocation and an appropriation to Contract Construction.

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

44% MBE and 6% WBE



Resolution – Fire Services

A resolution to transfer and appropriate funds in the amount of \$525,000 for FS1 Construction, FS02031.

WHEREAS, the Council of the City of Memphis approved FS1 Construction, Capital Improvement Project FS02031; and

WHEREAS, a contract exists between the City of Memphis Fire Services and Zellner Construction in the amount of \$6,800,000 for the construction of Fire Station 1; and

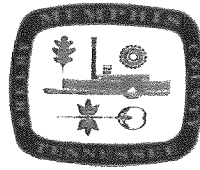
WHEREAS, it is necessary to allocate and appropriate \$525,000 for Contract Construction FS02031, FS1 Construction funded by G.O. Bonds and Property Sales Proceeds.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Memphis that the Fiscal Year 2023 Capital Improvement Budget be and is hereby amended as follows:

- 1.) From: FS02008 Fire Station #11 Renovations an allocation and appropriation of \$45,890 Information Technology.
- 1.) To: FS02031 FS1 Construction an allocation and appropriation of \$45,890 Contract Construction.
- 2.) From: FS02029 FS5 Construction an allocation and appropriation of \$316,910 Information Technology.
- 2.) To: FS02031 FS1 Construction an allocation of \$316,910 Contract Construction.
- 3.) From: FS02032 EMA Sirens an allocation of \$127,200 Other Cost.
- 3.) To: FS02031 FS1 Construction an allocation and appropriation of \$127,200 Contract Construction.
- 4.) From: FS22101 Opticom Infrared System an allocation and appropriation of \$35,000 Contract Construction.
- 4.) To: FS02031 FS1 Construction an allocation and appropriation of \$35,000 Contract Construction.

BE IT FUTHER RESOLVED, by the Council of the City of Memphis there be and is hereby appropriated the amount of \$525,000 for Contract Construction FS02031, FS1 Construction:

Project Title:	FS1 Construction
CIP Project Number:	FS02031
Construction Cost:	\$525,000



Memphis City Council Summary Sheet

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

A resolution to transfer a contract construction allocation and appropriate funds to Contract Construction cost for Fire Station Canopy and Patio Project Phases 1&2, Project Number FS23102 .

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

Fire Services is the initiating party.

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.

This will impact all council and super districts.

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

This will require a new contract with Fifer & Associates, Inc. for Phase 1.

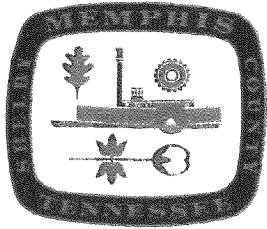
This will also require a new contract with A& B Construction, Inc. for Phase 2.

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

This requires a budget amendment to transfer an allocation and appropriation to Contract Construction.

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

N/A



Resolution – Fire Services

A resolution to transfer a contract construction allocation and appropriate funds to Contract Construction cost for Fire Station Canopy and Patio Project Phases 1&2, Project Number FS23102 .

WHEREAS, the Council of the City of Memphis did include Fire Station Improvement Coverline, CIP Project Number FS23100, as part of the Fiscal Year 2023 Capital Improvement Program Budget; and

WHEREAS, negotiated contracts have been agreed upon between the City of Memphis Fire Services and Fifer & Associates INC. in the amount of **\$560,900.00** for the Fire Station Canopy Patio Project Phase 1, and A & B Construction Co. INC. in the amount of **\$439,338.00** for the Fire Station Canopy and Patio Project Phase 2; and

WHEREAS, it is necessary to amend the Fiscal Year 2023 Capital Improvement Budget to appropriate **\$1,000,238.00** for Construction for CIP Project Number FS23102, Funded by G.O. Bonds for the Fire Station Canopy and Patio Project Phases 1 & 2;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Memphis that the Fiscal Year 2023 Capital Improvement Budget be and is hereby amended by transferring an allocation of **\$1,000,238.00** funded by G.O. Bonds, from Contract Construction Fire Station Improvements Coverline, project number FS23100.

BE IT FURTHER RESOLVED that a total allocation of **\$1,000,238.00** funded by G.O. Bonds, be transferred from FS23100- Fire Station Improvements Coverline to FS23102 Fire Station Canopy Patio Project Phases 1 & 2 and appropriated therein.

Project Title: Fire Station Canopy and Patio Project Phase 1

Project Number: FS23102

Bid Amount: \$525,900.00

Contingency: \$35,000.00

Construction Cost: \$560,900.00

Project Title: Fire Station Canopy and Patio Project Phase 2

Project Number: FS23102

Bid Amount: \$414,338.00

Contingency: \$25,000.00

Construction Cost: \$439,338.00

PUBLIC WORKS COMMITTEE



Memphis City Council Summary Sheet

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

A Resolution requesting the approval of a 10 Year Ground Lease Agreement between the City of Memphis and Carpenter Art Garden. Requesting same night minutes.

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 7/ Super District 9

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

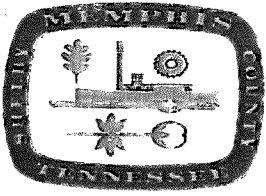
N/A

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



City Council Resolution

A Resolution requesting the approval of a 10 Year Ground Lease Agreement between the City of Memphis and Carpenter Art Garden

Whereas the City is the owner of a 0.19 Acre parcel, the former excess right of way at the southwest corner of Princeton Avenue and Tillman Street; and

Whereas Carpenter Art Garden ("CAG") has been in operation for over 10 years, with its mission to develop and implement vibrant programs that cultivate creativity, relationship-building, and neighborhood pride in the Binghampton Community.; and

Whereas CAG desires and the City agrees to enter into a Ground Lease Agreement (hereafter "Ground Lease") located at the aforementioned parcel; and

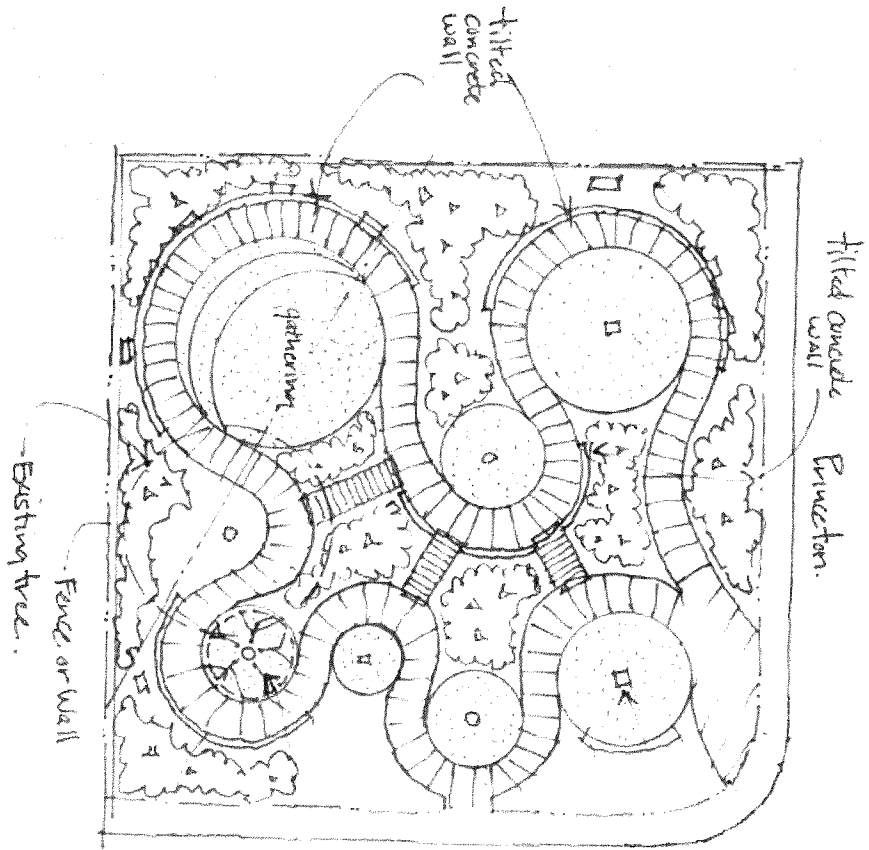
Whereas to better serve the Binghampton community, CAG desires to create a sculpture park on the City owned parcel, which will also include a parklike setting. The sculpture pieces will be developed in conjunction with CAG kids and University of Memphis. CAG is eligible for grants from the Urban Art Commission to help fund the aforementioned sculpture park, under the condition that the property remain City owned; and

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 to a vibrant community space for the citizens and subject to the terms and conditions set forth in the Lease Agreement and City Ordinance 2-16 (J).

Now, therefore be it resolved by the Council of the City of Memphis that the request for CAG to lease the above-described property is hereby approved subject to the City Ordinance 2-16 (J) which states in part, "any lease or license agreement two years or more shall be considered a conveyance and shall be submitted to City Council for approval, except for right of entry agreements, encroachment agreements, and easement agreements. Any extensions or renewals bringing the total term to two years or more shall be included as a conveyance."

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 Ground Lease agreement, and any other documents incidental to the completion of the agreement, and the Mayor of the City of Memphis is hereby authorized to execute said agreements or any other documents necessary to complete the agreement.

Ribbon Park
HBS DESIGN 11.15.21 1"=40'



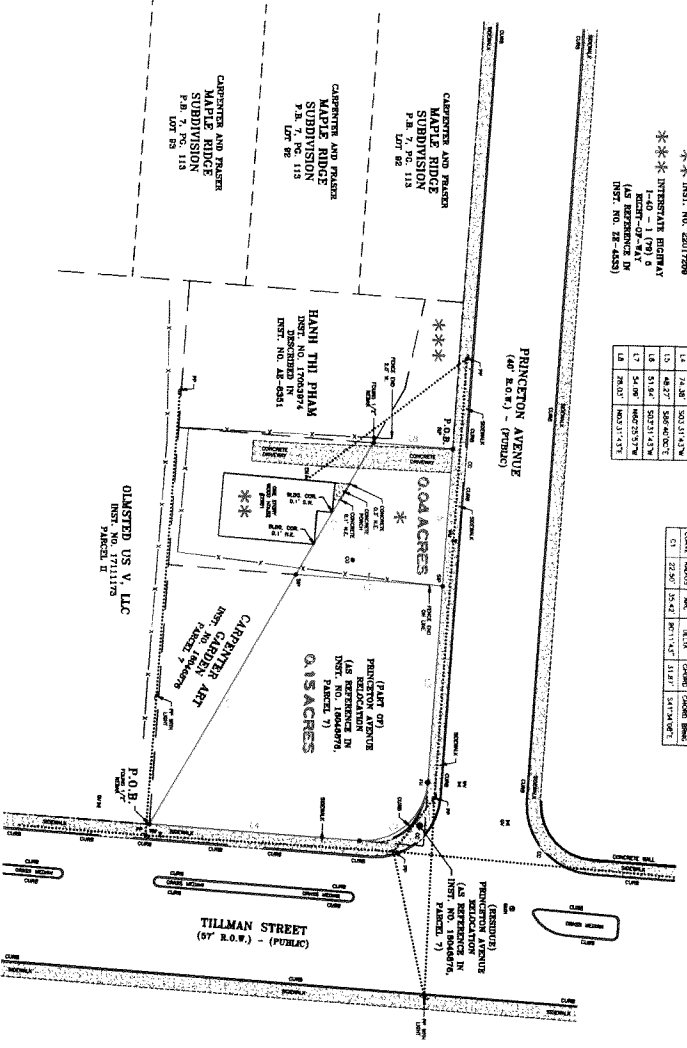
- filled concrete wall
- Privetom
- sculpture hands
- Tillman
- space structure sculpture
- filled concrete wall

TILLMAN STREET & PRINCETON AVENUE

* INTERSTATE HIGHWAY
 I-40 - I (79) 5
 (AS REFERENCED BY
 INSTR. NO. 22017209)
 ** MATBO, LLC
 I-40 - I (79) 5
 (AS REFERENCED BY
 INSTR. NO. 22-4253)

LINE	LENGTH	BEARING
1	101.84'	146°27'57"W
2	51.94'	140°31'57"E
3	69.27'	58°01'07"E
4	74.38'	50°31'47"W
5	48.27'	348°42'02"E
6	51.94'	320°31'47"W
7	54.08'	146°27'57"W
8	74.03'	140°31'57"E

POINT	NORTH	EAST	POINT	NORTH	EAST
1	2292'	1500'	11	1174'	1074'
2	2292'	1500'	12	1174'	1074'



CERTIFICATE
 I, Surveyor, do hereby certify that this is a Corrected Survey and that the
 INSTRUMENT and its contents are in accordance with the laws of
 the State of Tennessee and the rules and regulations of the
 State Surveying Commission, LLC.
 OLAR SURVEYING COMPANY, LLC



- GPS NOTES:**
1. The GPS control points were established using a Trimble 5700 GPS receiver (referenced to NAD 83 (2011)).
 2. The GPS control points were established using a Trimble 5700 GPS receiver (referenced to NAD 83 (2011)).
 3. The GPS control points were established using a Trimble 5700 GPS receiver (referenced to NAD 83 (2011)).
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 5. The GPS control points were established using a Trimble 5700 GPS receiver (referenced to NAD 83 (2011)).
 6. The GPS control points were established using a Trimble 5700 GPS receiver (referenced to NAD 83 (2011)).

- LEGEND:**
- 1. BOUNDARY
 - 2. EASEMENT
 - 3. CONVEYANCE
 - 4. EASEMENT
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- NOTES:**
1. Survey prepared for Matbo, LLC.
 2. Reference to the 1983 and 1984 surveys for the 0.15 acre parcel shown on the map is for information only and does not constitute a warranty of accuracy.
 3. The 0.15 acre parcel shown on the map is the same parcel as shown on the map in the 1983 and 1984 surveys.
 4. The 0.15 acre parcel shown on the map is the same parcel as shown on the map in the 1983 and 1984 surveys.
 5. The 0.15 acre parcel shown on the map is the same parcel as shown on the map in the 1983 and 1984 surveys.
 6. The 0.15 acre parcel shown on the map is the same parcel as shown on the map in the 1983 and 1984 surveys.
 7. The 0.15 acre parcel shown on the map is the same parcel as shown on the map in the 1983 and 1984 surveys.
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 14. The 0.15 acre parcel shown on the map is the same parcel as shown on the map in the 1983 and 1984 surveys.
 15. The 0.15 acre parcel shown on the map is the same parcel as shown on the map in the 1983 and 1984 surveys.

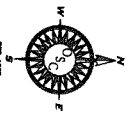
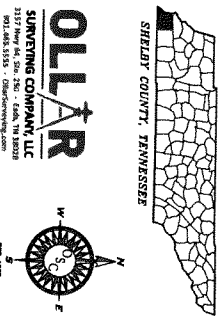
DESCRIPTION: (0.04 ACRES)

That certain parcel of land, to-wit: 0.04 acres, more or less, bounded and contained by the following bearings and distances: Beginning at a point 1/2" north of the center of the 0.15 acre parcel shown on the map in the 1983 and 1984 surveys; thence north 146°27'57" west 101.84 feet to a point; thence north 140°31'57" east 51.94 feet to a point; thence north 58°01'07" east 69.27 feet to a point; thence north 50°31'47" west 74.38 feet to a point; thence north 348°42'02" east 48.27 feet to a point; thence north 320°31'47" west 51.94 feet to a point; thence north 146°27'57" west 54.08 feet to a point; thence north 140°31'57" east 74.03 feet to a point; thence north 146°27'57" west 101.84 feet to the beginning. Containing 0.04 acres of land.

DESCRIPTION: (0.15 ACRES)

That certain parcel of land, to-wit: 0.15 acres, more or less, bounded and contained by the following bearings and distances: Beginning at a point 1/2" north of the center of the 0.15 acre parcel shown on the map in the 1983 and 1984 surveys; thence north 146°27'57" west 101.84 feet to a point; thence north 140°31'57" east 51.94 feet to a point; thence north 58°01'07" east 69.27 feet to a point; thence north 50°31'47" west 74.38 feet to a point; thence north 348°42'02" east 48.27 feet to a point; thence north 320°31'47" west 51.94 feet to a point; thence north 146°27'57" west 54.08 feet to a point; thence north 140°31'57" east 74.03 feet to a point; thence north 146°27'57" west 101.84 feet to the beginning. Containing 0.15 acres of land.

3127 HIGHWAY NO. 64 SUITE 202 EADS, TENNESSEE 38022 PHONE: (901) 465-3538 FAX: (901) 466-4101 E-MAIL: TONY@OLARSURVEYING.COM OLAR SURVEYING COMPANY, LLC OLAR 2022 2208 - 2208CLC - 2208CLTY



SURVEY OF PART
 OF THE
INTERSTATE HIGHWAY
I-40 - I (79) 5
 RIGHT-OF-WAY
 (AS REFERENCED IN INSTRUMENT NO. 22017209)
 AND
 PART OF THE
PRINCETON AVENUE RELOCATION
 (AS REFERENCED IN INSTRUMENT NO. 18048876, PARCEL 7
 BEING
 LOCATED ON THE
 SOUTH SIDE OF
PRINCETON AVENUE
 WEST SIDE OF
TILLMAN STREET
 MEMPHIS, SHELBY COUNTY, TENNESSEE
 SHEET DATE: JUNE 15, 2022
 SCALE: 1"=20'
 20 0 20
 SCALE: 1"=20'

OLAR
 SURVEYING COMPANY, LLC
 3127 Highway No. 64, Suite 202, Eads, TN 38022
 901.465.3538 • info@olarsurveying.com

This instrument prepared by:

City of Memphis Real Estate Department
125 N. Main, Room 568
Memphis, TN 38103

**GROUND LEASE AGREEMENT
BETWEEN THE CITY OF MEMPHIS and CARPENTER ART GARDEN**

This Ground Lease Agreement is entered into as of this 20th day of February 2023, between **THE CITY OF MEMPHIS**, a Tennessee municipal corporation (the "City"), and the **CARPENTER ART GARDEN**, a Tennessee non-profit corporation (the "CAG").

RECITALS:

Whereas the CAG desires and the City agrees to enter into a Ground Lease Agreement (hereafter "Ground Lease") located at a 0.19 acre City owned parcel located at the southwest corner of Tillman Street and Princeton Street, more particularly described in Exhibit "A";

Whereas to better serve the community, the CAG desires to create a sculpture park on the City owned parcel, which will also include a park-like setting. The sculpture pieces will be developed in conjunction with CAG students and the University of Memphis Department of Art Sculpture. The City owns the real property, the former excess right of way on the south side of Princeton Avenue, containing 0.19 ac more or less, and more particularly described in Exhibit "A"; and

Whereas the CAG has been in operation for over 10 years, with its mission being a non-profit organization dedicated to working with the children of Binghampton to promote each one's creativity and self-worth through exposure to artistic, educational, and vocational programs. The CAG is eligible for grants from the Urban Art Commission to help fund the sculpture garden and site improvements on the property and further its mission, under the condition that the land remain publicly owned.

NOW THEREFORE, in consideration of ten dollars (\$10) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, City and the CAG agree that the Lease memorialized herein shall constitute this Ground Lease:

1. The initial term of this Agreement shall be for a period of ten (10) years which shall commence upon the date of acceptance evidenced by a fully executed copy of this Agreement (hereinafter referred to as "Commencement Date"), and end ten (10) years after initial commencement date (hereinafter referred to as the "Initial Term"), unless otherwise extended by mutual written agreement of the parties. Upon expiration of the Initial Term, the CAG shall have two (2) additional and consecutive five (5) year renewal options which shall be exercised in writing at least sixty (60) days before the end of the Initial Term (or a subsequent renewal period). The Initial Term and any renewal period referenced herein shall collectively be referred to as the "Term". Notwithstanding the foregoing, the City does not hereby grant away any of its police powers, taxing powers, or general powers over the subject Property, but expressly reserves those powers.

2. The CAG shall construct brand new improvements on the Property during the term of this Ground Lease. All improvements constructed on the Property during the term of this Ground Lease shall be the property of the CAG until this Ground Lease is terminated.
3. The CAG agrees to be responsible for all utility and maintenance expenses including but not limited to HVAC, heat, gas, electricity, water, sewer fee, city service fee, waste disposal, pest control, janitorial services, security services, rest room improvements or any other utility, renovation, repair or service charge that may arise in connection with the use and occupancy of the Property by the CAG during the term of this Agreement.
4. The CAG agrees, at its expense, to make such renovations, improvements and repairs necessary to continue to use the Property as a sculpture art park during the Term, and the CAG covenants to keep and maintain the Property in as good condition as at the substantial completion of the new facility, ordinary wear and tear and damage from latent defects or by fire, earthquake, acts of God, the elements or other similar causes excepted. Any alterations, additions or improvements to the Property shall be made only in compliance with the laws and ordinances of the City of Memphis, State of Tennessee and the United States of America.
5. The CAG shall not pledge any part of its interest in this Lease against or for any indebtedness of CAG without City's prior written consent.
6. The CAG shall not create or permit to be created any lien, encumbrance or charge upon the Property, except such liens, encumbrances or charges arising by operation of law and/or in connection with the delivery and provision of goods and services in connection with capital improvements to the Property (hereafter "Permitted Liens"). The CAG agrees to: (1) use its best efforts to obtain the release of all Permitted Liens in due course; and (2) indemnify and hold harmless the City from and against all Permitted Liens created or arising from the CAG's conduct upon the Property.
7. The City and the CAG agree that the relationship created by this Ground Lease shall be that of landlord and tenant, and not by any means or construction as that of principal and agent, employer and employee, or that of joint venturers or as partners.
8. The CAG shall not commence any work under this Agreement until it has obtained and caused its general contractor to procure and keep in force all insurance as required herein. The CAG shall furnish the Risk Manager a Certificate of Insurance and/or policies attested by a duly authorized representative of the insurance carrier evidencing that the insurance required hereunder is in effect. All insurance companies must be licensed in the state of Tennessee.

If any of the Insurance Requirements have lapsed at the expiration dates, the City may terminate any options noted herein.

The CAG shall indemnify, defend, save and hold harmless the City, its officers, employees, and agents, from and against any and all claims, demands, suits, actions, penalties, damages, settlements, costs, expenses, or other liabilities of any kind and character arising out of or in connection

with the breach of this Ground Lease by the CAG, its employees, subcontractors, or agents, or any negligent act or omission of the CAG, its employees, subcontractors, or agents, which occurs pursuant to the performance of this Ground Lease, and this indemnification shall survive the expiration or earlier termination of this Ground Lease. The provisions of this paragraph shall not apply to any loss or damage caused solely by the acts, errors, or omissions of the City, its officers, employees and agents. The CAG shall be responsible for all injuries or damages of any kind to persons or property resulting from construction on the Property.

The following clauses shall apply to the insurance to be maintained by the CAG:

The CAG shall provide notice to the City within three (3) business days following receipt of any notice of cancellation or material change in the CAG's insurance policy from the CAG's insurer. Such notice shall be provided to the City by registered mail, to the following addresses:

City of Memphis
Attn: Risk Management
170 N, Main Street, 5th Floor
Memphis, TN 38103

City of Memphis
Attn: Purchasing Agent
125 North Main, Room 354
Memphis, TN 38103

To the extent applicable, the Certificate of Insurance shall state the following: "The City of Memphis, its officials, agents, employees and representatives shall be named as additional insured on all liability policies." The additional insured endorsements shall be attached to the Certificate of Insurance and the Certificate of Insurance shall also state: "The additional insured endorsement is attached to the Certificate of Insurance."

WORKERS COMPENSATION:

The CAG shall maintain in force Workers' Compensation coverage in accordance with the Statutory Requirements and Minimum Limits of the State of Tennessee and shall require all subcontractors to do likewise.

Employers Liability	\$100,000	Each Accident
	\$500,000	Disease – Policy Limit
	\$100,000	Disease – Each Employee

COMMERCIAL GENERAL LIABILITY:

Comprehensive General Liability Insurance, including Property and Operations, Contractual Liability, Independent Contractor's Liability, and Broad Form Property Damage Liability coverage with Minimum Limits:

\$2,000,000	General Aggregate
\$2,000,000	Products & Completed Operations
\$2,000,000	Personal & Advertising
\$2,000,000	Each Occurrence (Bodily Injury & Property Damage)
\$ 50,000	Fire Damage - any One Fire
\$ 5,000	Medical Expense - any One Person

General Liability coverage shall also include Liquor Liability coverage with minimum limits of not less than \$1,000,000 per occurrence if any alcoholic beverages are served.

PROPERTY INSURANCE:

The CAG shall be responsible for maintaining any and all property insurance on their own equipment and shall require all contractors to do likewise. The CAG shall require its general contractor to carry insurance as outlined above, in case they are not protected by the policies carried by the CAG.

The CAG is required to provide copies of the insurance policies upon request.

9. The CAG further agrees:
- a. Not to sell, assign or sub-let the Property, or any part thereof, or in any other manner transfer any of its rights under this Ground Lease without prior written consent of the City;
 - b. To allow no nuisance to exist on the Property, and when required by the proper authorities, to abate all nuisances at its own expense, other than those nuisances, if any, existing on the Property as of _____, 2022;
 - c. Suffer nothing to remain on or about the Property which will invalidate the insurance carried thereon by the CAG and/or City, unless first obtaining written consent from the City; and
 - d. Deliver the Property to the City at the end of the Term in as good condition as of the commencement date of this Ground Lease, ordinary wear and tear and proper use excepted.

Should any continuing nuisance be deemed to have arisen or existed on or before _____, 2022, the City shall have no duty or obligation under this Ground Lease to correct such nuisance.

10. The CAG may, but shall not be required to, remove such personal improvements as the CAG has made but will be responsible for any damage resulting from removal of said improvements.
11. Neither the CAG nor City shall incur any personal responsibility for any damage by fire, earthquake, acts of God or the elements. However, this shall in no way act to relieve any insurance carrier from any contractual liability resulting from policies of insurance either party may acquire.
12. Except as may be required by and during the construction of any capital improvements and/or renovations to the Property, should the Property cease being used as a sculpture art park for any period, in excess of sixty (60) days, the Property shall revert to the City without the necessity of any other action at law. However, the CAG will have the right to remove items of personal property, and fixtures, placed by the CAG in and upon the Property; provided that the CAG shall bear the expense of repairing any damage resulting from the CAG's removal of such personal property, and fixtures.

13. This Lease, together with covenants, agreements, conditions and undertakings contained herein, shall inure to the benefit of, and extend to and bind all of the City's and the CAG's successors and assigns.
14. This Lease, together with any exhibits, schedules, annexes or the like attached hereto, is intended to be a completely integrated instrument, containing the entire agreement of the parties hereto, and superseding any prior agreement and understanding of the parties relating to the subject matter hereof. There are no other promises, agreements, conditions or understandings, either oral or written, between them other than those set forth herein. This Lease shall not be amended unless and except by written instrument making direct reference hereto, executed by the CAG and the City.
15. If the CAG shall fail to comply with any (material) term, provision or covenant of this agreement and shall not begin the process necessary to cure such failure (said process to be actively and diligently pursued) within sixty (60) days after receipt of written notice thereof from the City. The City may terminate this agreement by providing sixty (60) days advance written notice to the CAG of its intention to terminate.
16. The provisions of this Lease shall be construed in accordance with the laws of the State of Tennessee, excluding any conflicts of law rule, or principal by which reference is made to the laws of another jurisdiction.
17. Any notice required under this Ground Lease shall be in writing and sent by certified mail, return receipt requested, to the addresses set forth in this paragraph, or such other address as either party shall have designated by subsequent valid written notice to the other pursuant to this paragraph.

If to City: City of Memphis Real Estate Manager
 125 N. Main, Room 568
 Memphis, Tennessee 38103
 Phone No. (901) 636-6673

With a Copy To: City of Memphis City Attorney's Office
 125 N. Main, Room 336
 Memphis, Tennessee 38103
 Phone No. (901) 636-6614

To CAG: Carpenter Art Garden
 Attn: Jazmin Miller
 P. O. Box 11529
 Memphis, TN 38111

18. **Reformation and Severability:** In case any provision of this Ground Lease shall be invalid, illegal or unenforceable, it shall, to the extent possible, be modified in such manner as to be valid, legal and enforceable but so as to most nearly retain the intent of the parties, and if such modification is not possible, such provision shall be severed from this Ground Lease, and in either case the validity, legality and enforceability of the remaining provisions of this Lease shall not in any way be affected or impaired thereby. No provision of this Lease shall be interpreted or construed against any party solely because that party or its legal representative drafted such provision.

IN WITNESS WHEREOF, the parties, by and through their duly authorized representatives, have executed this **GROUND LEASE** for City owned property located at the southwest corner of Princeton Avenue and Tillman Street as of the date first above written.

CITY OF MEMPHIS

CARPENTER ART GARDEN

Jim Strickland, Mayor

BY: Waller 2/20/23
B. Rush Waller, MD

Title: CAG, Board President

APPROVED:

Chief Legal Officer/City Attorney

Director of Public Works

City Engineer

Director of General Services

City Real Estate Manager

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, the undersigned Notary Public in the state and county aforesaid, personally appeared **Jim Strickland**, Mayor of the City of Memphis, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Mayor of the City of Memphis, the within named bargainer, a municipal corporation, and that he as such Mayor, being duly authorized so to do, executed the foregoing instrument on behalf of the City, for the purposes therein contained, by signing the name of the City by himself as such Mayor.

WITNESS my hand and seal, at office, this ____ day of _____, 2022.

Notary Public

My Commission Expires:

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, the undersigned Notary Public in the state and county aforesaid, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the _____ of Carpenter Art Garden, the within named bargainer, a Tennessee non-profit corporation, and that he/she as such _____, being duly authorized so to do, executed the foregoing instrument on behalf of Carpenter Art Garden for the purposes therein contained, by signing the name of the organization by himself/herself as such _____.

WITNESS my hand and seal, at office, this ____ day of _____, 2022.

Notary Public

My Commission Expires:

EXHIBIT A

Princeton Avenue Relocation Excess Right of Way

Description of part of the Princeton Avenue Relocation (as referenced in Instrument No. 18046876, Parcel 7), being located on the south side of Princeton Avenue and the west side of Tillman Street in Memphis, Shelby County, Tennessee:

*Beginning at a found 1/2" rebar in the west line of Tillman Street (57' R.O.W.) – (Public), the east line of said Princeton Avenue Relocation (as referenced in Instrument No. 18046876, Parcel 7), the southeast corner of the Carpenter Art Garden property recorded in Instrument No. 18046876, Parcel 7 and the northeast corner of the Olmsted US V, LLC property recorded in Instrument No. 17111173, Parcel II; thence North 60 degrees 25 minutes 57 seconds West along the southwest line of said Princeton Avenue Relocation (as referenced in Instrument No. 18046876, Parcel 7) and along the northeast line of said property recorded in Instrument No. 18046876, Parcel 7, 101.84 feet to a set 1/2" rebar with plastic cap (OLLAR) at the northwest corner of said property recorded in Instrument No. 18046876, Parcel 7 and the northeast corner of the Mateo, LLC property recorded in Instrument No. 22017209; thence North 03 degrees 31 minutes 43 seconds East across said Princeton Avenue Relocation (as referenced in Instrument No. 18046876, Parcel 7), along the northwardly projection of the west line of said property recorded in Instrument No. 18046876, Parcel 7 and the northwardly projection of the east line of said property recorded in Instrument No. 22017209, 51.94 feet to a set 1/2" rebar with plastic cap in the south line of Princeton Avenue (40' R.O.W.) – (Public) and the north line of said Princeton Avenue Relocation (as referenced in Instrument No. 18046876, Parcel 7); thence South 86 degrees 40 minutes 00 seconds East along the south line of said Princeton Avenue and along the north line of said Princeton Avenue Relocation (as referenced in Instrument No. 18046876, Parcel 7), 69.25 feet to a point; thence southeastwardly across said Princeton Avenue Relocation (as referenced in Instrument No. 18046876, Parcel 7) and along a curve to the right having a radius of 22.50 feet, delta angle of 90 degrees 11 minutes 43 seconds, chord bearing of South 41 degrees 34 minutes 08 seconds East, chord distance of 31.87 feet and a curve distance of 35.42 feet to a point in the west line of said Tillman Street and in the east line of said Princeton Avenue Relocation (as referenced in Instrument No. 18046876, Parcel 7); thence South 03 degrees 31 minutes 43 seconds West along the west line of said Tillman Street and along the east line of said Princeton Avenue Relocation (as referenced in Instrument No. 18046876, Parcel 7), 74.38 feet to the **POINT OF BEGINNING** and containing 0.15 acres of land.*

All bearings are based on the Tennessee Coordinate System of 1983.



City Council Item Routing Sheet

Division GS Committee PW, Trans, GS Hearing Date _____

District 4 Super District 8

Ordinance

Resolution

Grant Acceptance

Budget Amendment

Commendation

Other:

Item Description :

This is a Resolution requesting the approval to sell a 3.52 Acre city owned property located at 0 Southwall Street in Memphis, Shelby County, Tennessee 38114 and further described as Parcel #073087 00003

Recommended Council Action:

Approve

Status of MWBE planned expenditures funding, if applicable:

N/A

Describe previous action taken by any other entity (i.e. board, commission, task force, council committee, etc.) and date of any action taken:

No previous actions have been taking by any other entity.

Does this item require city expenditure? No

\$ Amount _____

\$ Revenue to be received \$32,000

Source and Amount of Funds

\$ Operating Budget

\$ CIP Project #

\$ Federal/State/Other

Approvals

Director _____ Date _____

Budget Manager _____ Date _____

Chief Financial Officer _____ Date _____

Deputy Financial Officer _____ Date _____

Chief Legal Officer _____ Date _____

Chief Administrative Officer

_____ Date _____

Council Committee Chair

_____ Date _____



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 Southwall Street Memphis, TN 38114, Parcel 073087 00003.

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



City Council Resolution

A Resolution requesting the approval for the sale of a 3.52 Acre City owned parcel located at 0 Southwall Street, Memphis, Shelby County, Tennessee and further described as Parcel ID # 073087 00003

Whereas Antonio Tate and Kevin Perry Sr., on behalf of Delivering Major Goods, Inc. have submitted an offer of Thirty-Two Thousand Dollar (\$32,000.00) for the Parcel along with Three Thousand Two Hundred Dollar (\$3,200.00) 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 2-16-1(A)

Now, therefore be it resolved by the Council of the City of Memphis that the offer submitted by Delivering Major Goods Inc., on the above-described Parcels is hereby accepted subject to City Ordinance 2-16- 1(A), which states in part, " The city real estate manager shall place a value on all properties being considered for sale. However, on all properties having a probable value of \$10,000.00 or more or on properties having a value of less than \$10,000.00 where the real estate manager determines that an independent valuation is needed, the services of a qualified independent real estate appraiser may be obtained. After a valuation has been placed on the property by the city real estate manager, he or she shall be authorized to make and approve the sale of such properties subject to the other provisions of this section."

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.



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

Owner: MEMPHIS CITY OF TAX SALE #3
EXH #7755

Parcel Address: 0 SOUTHWALL ST

Parcel ID: 073087 00003

2022 Appraisal: \$22,700

Tax District: MEMPHIS

Year Built:

Lot Number: 0 1

Subdivision: INMANS INTERSTATE INDUSTRIAL PARK

Plat BK & PG: UNKNOWN

Dimensions:

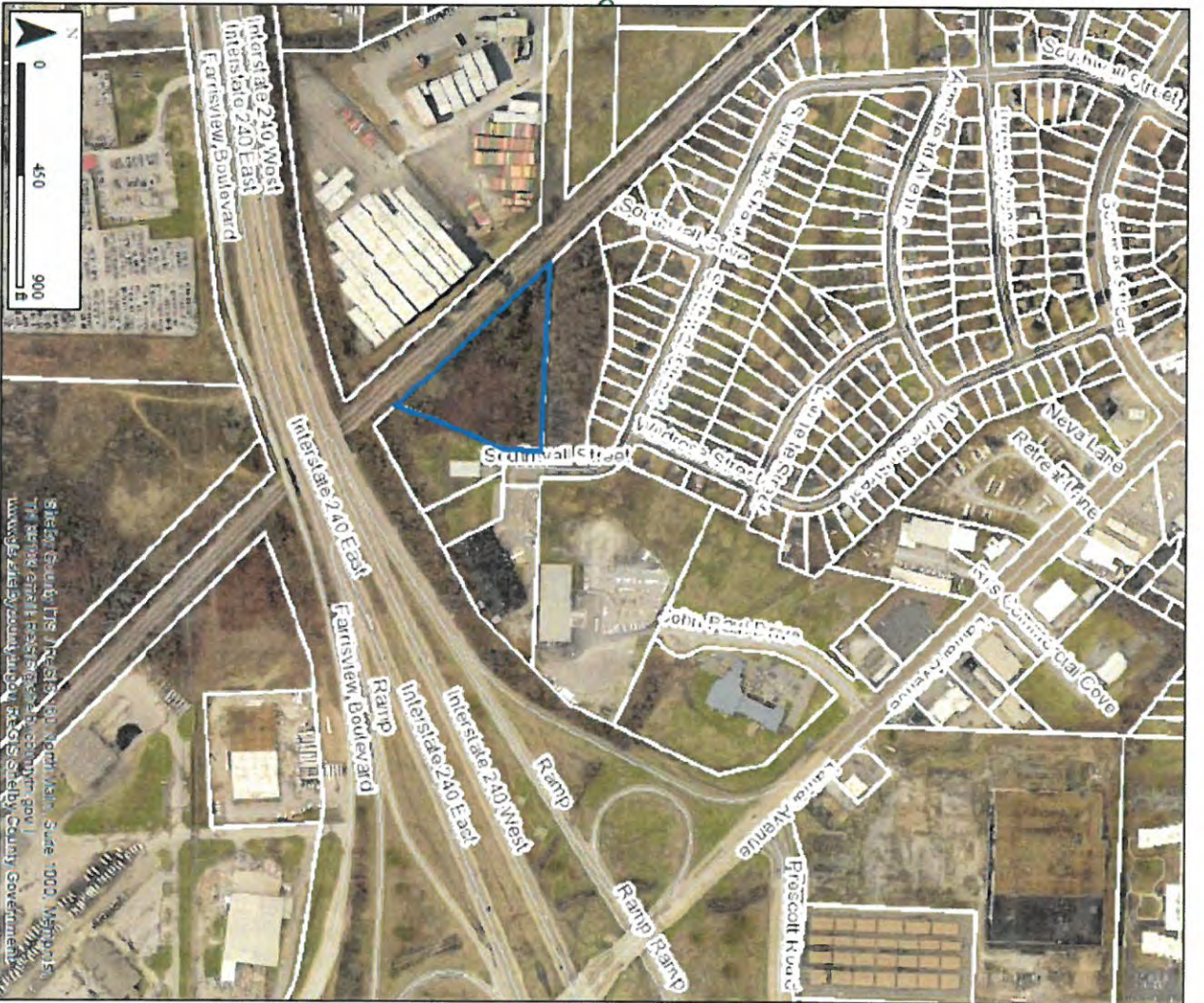
Total Acres: 3.512

Owner Address: 125 N MAIN ST

MEMPHIS TN

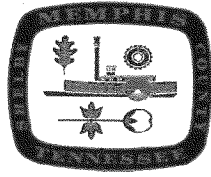
38103 2026

Map prepared on 12/16/2022



Shelby County GIS Records, 100 North Main, Suite 1000, Memphis, TN 38103
www.shelbycountytexas.gov

HCD COMMITTEE



Memphis City Council Summary Sheet

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

Resolution authorizing 30 year lease (with 6 10-year options) to Capstone Development LLC for designated Hotel lot in The District @ Liberty Park, to allow development of approx. 200 hotel rooms with amenities and restaurants.

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

HCD

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

Not applicable

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.

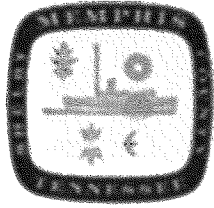
requires a new ground lease and associated documents

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

No

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

Leases of property are exempt from EBO requirements under Ordinance #5662. Center City Revenue Finance Corporation is expected to set diversity requirements if it grants incentives to developer



A Resolution approving a 30-year Ground Lease with Six (6) Ten-Year renewal options to Capstone Development, LLC, for one hotel or two hotels co-located within one building on a designated site within The District @ Liberty Park.

Whereas, the City of Memphis owns approximately 18 acres of real property within Liberty Park which is bordered by Central Avenue on the north, Fred Jones Way on the east, Raymond Skinner Avenue on the south, and Early Maxwell Boulevard on the west, which is a portion of Parcel # 02907000008 that comprises the majority of the Liberty Park campus, which has a general address of 2477 Central Avenue as assigned by MLGW for planning purposes, and which is depicted on Attachment A (the “Site”); and

Whereas, the City has designated the Site to become a mixed-use development to be known as The District @ Liberty Park, a planned development as approved by the Land Use Control Board and the Memphis City Council (Case Number PD 19-18) with revisions approved by the Memphis and Shelby County Division of Planning and Development; and

Whereas, the City is serving as the master developer for the Site, which role includes performing the necessary planning, infrastructure and site work to create build-ready site pads, for which design and construction funds have already been allocated and appropriated; and

Whereas, the City’s master developer role also includes identifying component developers who will design, construct, own and operate the buildings within the Site using private capital under the structure of an extended ground lease while the City maintains ownership of the land; and

Whereas, one component of The District shall be the development of approximately 200 hotel rooms in a single building, currently planned to be dual-branded under a single, recognized hotel flag and which is further currently planned to include restaurant, retail and amenities space on the first floor and a bar and amenities on the rooftop, in the lot labeled as “Parcel 1 - Hotel” on Attachment B (the “Property”); and

Whereas, the administration and its team of advisors have selected Capstone Development, LLC, a Maryland limited liability corporation (“Capstone” or “Tenant”), as the hospitality developer based on the company’s experience with hospitality development, mixed-use developments and public-private partnerships and their capacity to undertake the project; and

Whereas, Capstone is a real estate development and investment firm, founded in 2009 by and currently led by its president Norman Jenkins, a former senior executive and corporate officer of Marriott International, Inc., with an active corporate development portfolio of over two million square feet of urban real estate including hospitality, residential, and mixed-use projects, including the Courtyard & Residence Inn near the Washington, D.C. Convention Center and the Westin National Harbor hotel in Maryland, and with an additional two million square feet in their development pipeline; and

Whereas, if approved, the City would execute a ground lease for the Property with Tenant for an initial term of **thirty (30) years with six (6) ten-year renewal options** using a triple-net lease, meaning Tenant would be directly responsible for property taxes (as assessed after any PILOTs, reductions, or incentives which might be awarded by appropriate agencies), building insurance, and maintenance for the Property, in addition to rent and utilities, with the initial rent currently projected to be **\$34,958.31 per year for Years 1 – 5**, with 4.0% escalation increase in Year 6 and every five (5) years thereafter; and

Whereas, under the terms of the negotiated lease, Tenant would also be responsible for paying to the City the Property’s pro-rata of share insurance and common area maintenance expenses for The District (the “District CAM” or “Micro CAM”) and the Property’s pro rata share of common area maintenance expenses for the Liberty Park campus (the “Park CAM” or “Macro CAM”), both subject to annual year-end reconciliation; and

Whereas, Tenant would have the ability to charge an additional sales tax up to 5% on the Property (the “TDZ Surcharge”) that would be rebated back to Tenant, to the extent allowed under local and state laws; and

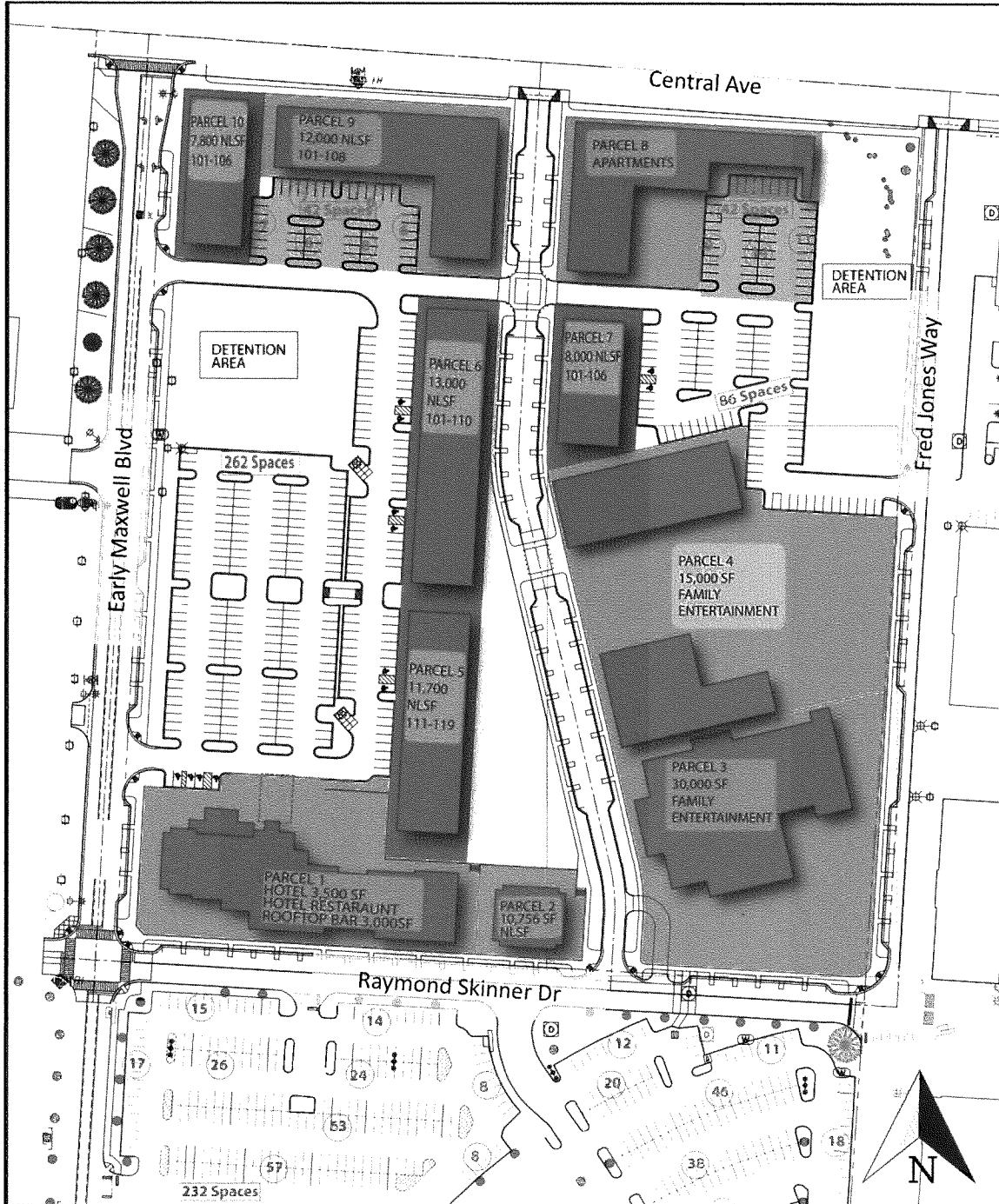
Whereas, the District @ Liberty Park will include additional retail, restaurant, entertainment and hospitality tenants, and the City as master developer and landlord shall be responsible for creating cross-easements, air rights leases, and/or vertical subdivisions as necessary to maximize enjoyment of use and value for all parties, and shall furthermore be responsible for ensuring the proper operation and maintenance of the common areas of both The District and the Liberty Park campus; and

Whereas, the City as mater developer and landlord shall be responsible for the construction, maintenance, and operation of all parking lots within and adjacent to The District, and the hotel's staff and guests shall have access to all such parking lots as detailed in the ground lease agreement; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the long-term lease with Capstone Development LLC for the above-described Property is hereby approved; and

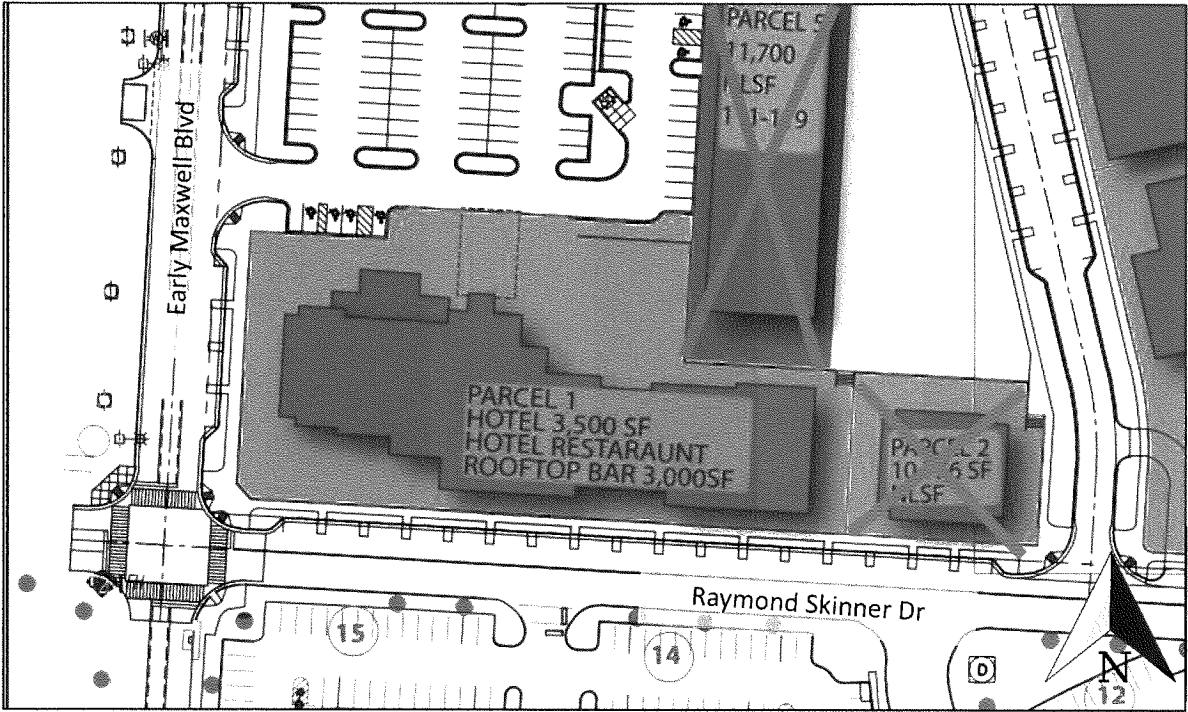
BE IT FURTHER RESOLVED, that the City of Memphis Real Estate Department shall prepare and arrange for the execution of the lease, and that the Mayor of the City of Memphis is hereby authorized to execute said lease and any other documents necessary to complete the lease.

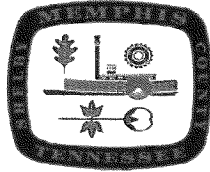
Attachment A
The Site – The District @ Liberty Park



Parcels shown in green are not expected to be developed during this phase.

Attachment B
The Property (Hotel)





Memphis City Council Summary Sheet

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

Resolution authorizing 30 year lease (with 6 10-year options) to Capstone Development for 2 lots designated for multi-family in The District @ Liberty Park, to develop approx. 200 apartments with retail & restaurants on 1st floor.

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

HCD

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

Not applicable

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.

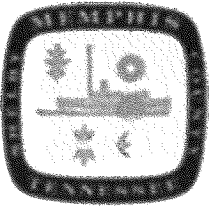
requires a new ground lease and associated documents

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

No

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

Leases of property are exempt from EBO requirements under Ordinance #5662. Center City Revenue Finance Corporation is expected to set diversity requirements if it grants incentives to developer



A Resolution approving a 30-year Ground Lease with Six (6) Ten-Year renewal options to Capstone Development, LLC, for a mixed-use development of multi-family residential and retail on a designated site within The District @ Liberty Park.

Whereas, the City of Memphis owns approximately 18 acres of real property within Liberty Park which is bordered by Central Avenue on the north, Fred Jones Way on the east, Raymond Skinner Avenue on the south, and Early Maxwell Boulevard on the west, which is a portion of Parcel # 02907000008 that comprises the majority of the Liberty Park campus, which has a general address of 2477 Central Avenue as assigned by MLGW for planning purposes, and which is depicted on the attached Attachment A (the “Site”); and

Whereas, the City has designated the Site to become a mixed-use development to be known as The District @ Liberty Park, a planned development as approved by the Land Use Control Board and the Memphis City Council (Case Number PD 19-18) with revisions approved by the Memphis and Shelby County Division of Planning and Development; and

Whereas, the City is serving as the master developer for the Site, which role includes performing the necessary planning, infrastructure and site work to create build-ready site pads, for which design and construction funds have already been allocated and appropriated; and

Whereas, the City’s master developer role also includes identifying component developers who will design, construct, own and operate the buildings within the Site using private capital under the structure of an extended ground lease while the City maintains ownership of the land; and

Whereas, one component of The District shall be the development of approximately 200 units of multi-family housing, currently planned to be in two buildings (no more than four buildings) with space for amenities for residents, retail and restaurants on the first floors, in the lots labeled as “Parcel 8” and “Parcel 9” on the site plan attached as Attachment B (the “Property”); and

Whereas, the administration and its team of advisors have selected Capstone Development, LLC, a Maryland limited liability corporation (“Capstone” or “Tenant”), as the multi-family developer based on the company’s experience with mixed-use developments and public-private partnerships and their capacity to undertake the project; and

Whereas, Capstone is a real estate development and investment firm, founded in 2009 by and currently led by its president Norman Jenkins, a former senior executive and corporate officer of Marriott International, Inc., with an active corporate development portfolio of over two million square feet of urban real estate including hospitality, residential, and mixed-use projects, including the Courtyard & Residence Inn near the Washington, D.C. Convention Center and the Westin National Harbor hotel in Maryland, and with an additional two million square feet in their development pipeline; and

Whereas, if approved, the City would execute a ground lease for the Property with Tenant for an initial term of **thirty (30) years with six (6) ten-year renewal options** using a triple-net lease, meaning Tenant would be directly responsible for property taxes (as assessed after any PILOTs, reductions, or incentives which might be awarded by appropriate agencies), building insurance, and maintenance for the Property, in addition to rent and utilities, with the initial rent currently projected to be **\$77,847.17 per year for Years 1 – 5**, with 4.0% escalation increase in Year 6 and every five (5) years thereafter; and

Whereas, under the terms of the negotiated lease, Tenant would also be responsible for paying to the City the Property’s pro-rata of share insurance and common area maintenance expenses for The District (the “District CAM” or “Micro CAM”) and the Property’s pro rata share of common area maintenance expenses for the Liberty Park campus (the “Park CAM” or “Macro CAM”), both subject to annual year-end reconciliation; and

Whereas, Tenant would have the ability to charge an additional sales tax up to 5% (the “TDZ Surcharge”) that would be rebated back to Tenant, to the extent allowed under local and state laws; and

Whereas, the District @ Liberty Park will include additional retail, restaurant, entertainment and hospitality tenants, and the City as master developer and landlord shall be

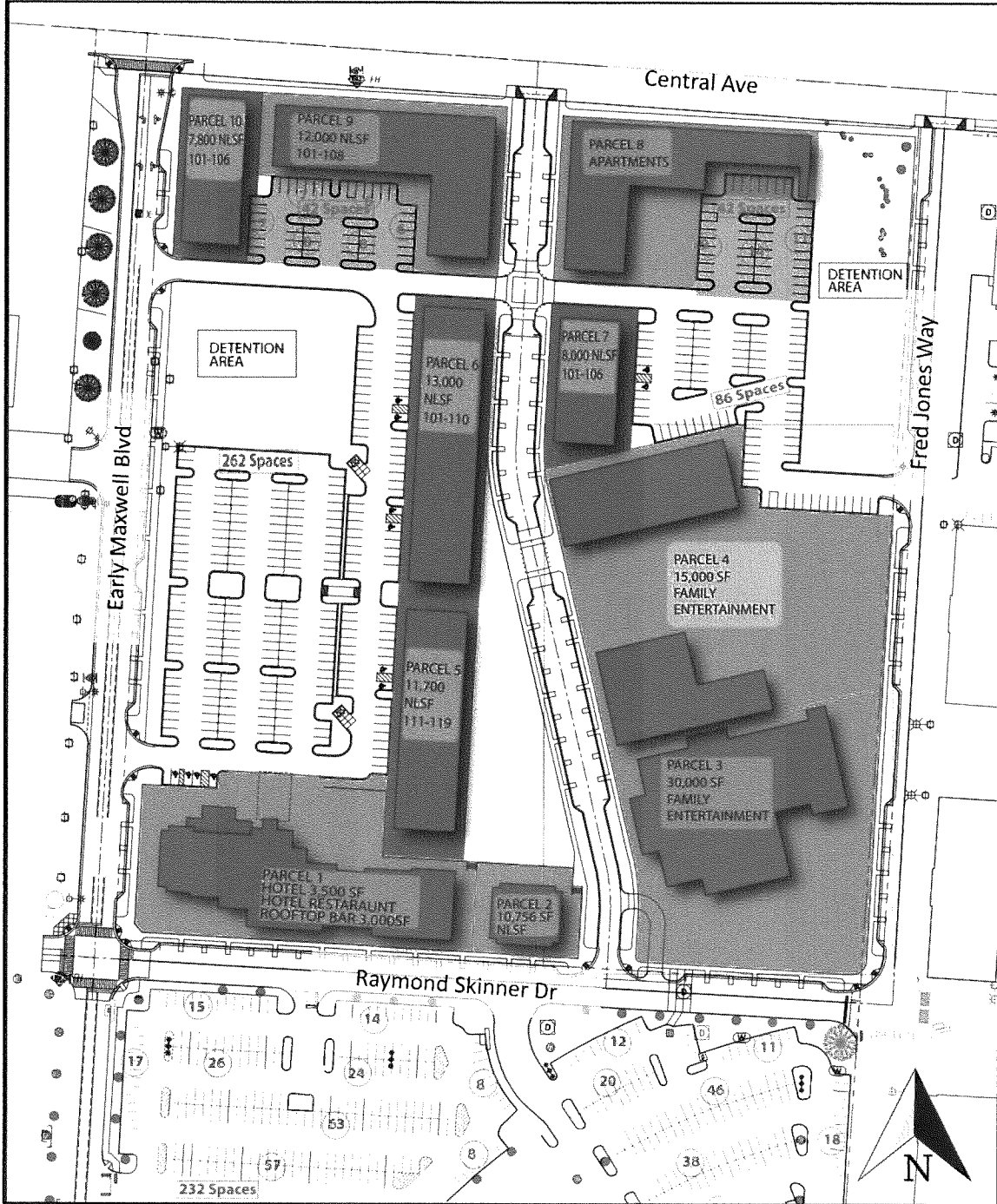
responsible for creating cross-easements, air rights leases, and/or vertical subdivisions as necessary to maximize enjoyment of use and value for all parties, and shall furthermore be responsible for ensuring the proper operation and maintenance of the common areas of both The District and the Liberty Park campus; and

Whereas, the City as mater developer and landlord shall be responsible for the construction, maintenance, and operation of all parking lots within and adjacent to The District, and the staff, residents and guests of the Property shall have access to all such parking lots as detailed in the ground lease agreement; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the long-term ground lease with Capstone Development, LLC, for the above-described Property, is hereby approved; and

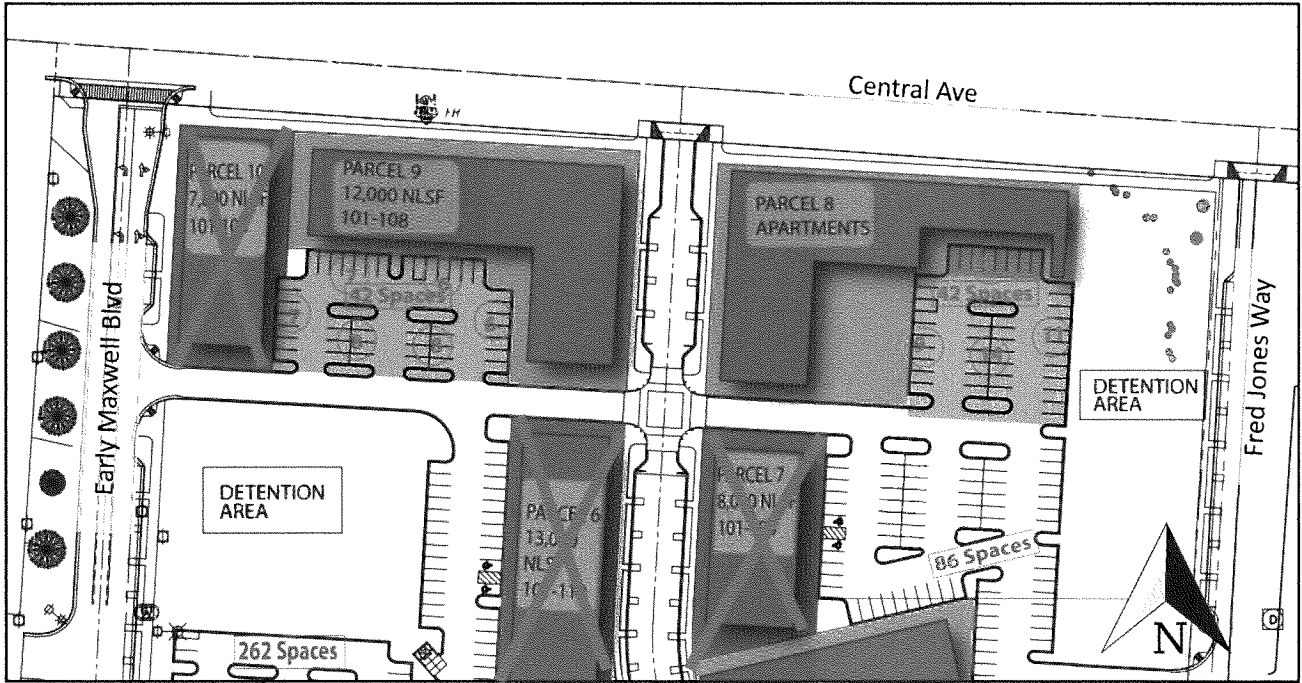
BE IT FURTHER RESOLVED, that the City of Memphis Real Estate Department shall prepare and arrange for the execution of the lease, and that the Mayor of the City of Memphis is hereby authorized to execute said lease and any other documents necessary to complete said lease.

Attachment A
The Site – The District @ Liberty Park



Parcels shown in green are not expected to be developed during this phase.

Attachment B
The Property (Multifamily)



PERSONNEL COMMITTEE



JIM STRICKLAND
MAYOR

March 30, 2023

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

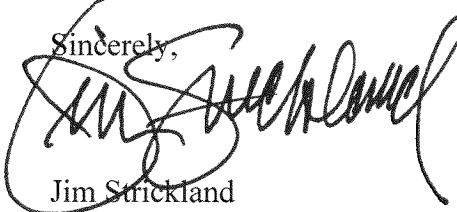
Dear Chairman Easter-Thomas:

Subject to Council approval, I hereby recommend that:

Jayniece Harris

be appointed to the Memphis Civil Service Commission with a term expiration date of November 30, 2026.

I have attached biographical information.

Sincerely,

Jim Strickland
Mayor

JSS/sss

Cc: Council Members

CIVIL SERVICE COMMISSION
14 Member Board
3 Year Staggered Terms
Oath of Office Required

The Civil Service Commission conducts hearings to review disciplinary actions, limited to suspensions, dismissals, or demotions of any employees not exempted from the provisions of the Charter and Code.

At least seven (7) of Commissioners shall be licensed attorneys, current or former judges and/or individuals with prior experience as an administrative law judge for any local, state or federal agency

Vacancy	M/W	11-30-2022	
Vacancy	F/B	11-30-2023	
Sarah Johnson Carter	F/W	11-30-2023	Chair
Vacancy	M/W	11-30-2022	
Vacancy	F/B	11-30-2021	
Vacancy	M/W	11-30-2020	
Brandon Ingram	M/B	11-30-2020	
Robert Mebane	M/B	11-30-2022	
Jeffrey Land	M/W	11-30-2022	
Mark Allen	M/B	11-30-2022	
Vacancy	M/B	11-30-2022	
Laurice Smith	F/B	11-30-2022	
Vacancy	F/B	11-30-2020	
Edward L. Vaughn	M/B	11-30-2020	

Updated Mar 2023



TENNESSEE

JIM STRICKLAND
MAYOR

March 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:

Chris Williams

be appointed to the Memphis Civil Service Commission with a term expiration date of November 30, 2025.

I have attached biographical information.

Sincerely,

Jim Strickland
Mayor

JSS/sss

Cc: Council Members

CIVIL SERVICE COMMISSION
14 Member Board
3 Year Staggered Terms
Oath of Office Required

The Civil Service Commission conducts hearings to review disciplinary actions, limited to suspensions, dismissals, or demotions of any employees not exempted from the provisions of the Charter and Code.

At least seven (7) of Commissioners shall be licensed attorneys, current or former judges and/or individuals with prior experience as an administrative law judge for any local, state or federal agency

Vacancy	M/W	11-30-2022	
Vacancy	F/B	11-30-2023	
Sarah Johnson Carter	F/W	11-30-2023	Chair
Vacancy	M/W	11-30-2022	
Vacancy	F/B	11-30-2021	
Vacancy	M/W	11-30-2020	
Brandon Ingram	M/B	11-30-2020	
Robert Mebane	M/B	11-30-2022	
Jeffrey Land	M/W	11-30-2022	
Mark Allen	M/B	11-30-2022	
Vacancy	M/B	11-30-2022	
Laurice Smith	F/B	11-30-2022	
Vacancy	F/B	11-30-2020	
Edward L. Vaughn	M/B	11-30-2020	

Updated Mar 2023



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:

Surayyah T. Hasan

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,



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.

Victoria Young	F/B	12-31-22	3yr. Term
Lauran Stimac	F/W	12-31-25	3yr. Term
Vacancy	M/B	12-31-22	3yr. Term
Deni C. Reilly	F/W	12-31-22	3yr. Term
Orgel, Benjamin	M/W	12-31-22	3yr. Term

2023 Council Liaison: Cheyenne Johnson

Updated 020823

City of Memphis



JIM STRICKLAND
MAYOR

TENNESSEE

March 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:

Douglas Browne

be reappointed to the Memphis Convention Center Commission with a term expiration date of July 1, 2024.

I have attached biographical information.

Sincerely,

Jim Strickland
Mayor

JSS/ss

Cc: Council Members

MEMPHIS CONVENTION CENTER COMMISSION
7 Member Board
2 Ex-Officio Members
2 Year Term

Purpose:

The Board shall operate, manage, control, regulate, and care for the convention center, but without compensation.

Calvin Anderson	M/B	07-01-22
Douglas Browne	M/W	07-01-22
Lee A. Jackson	M/B	07-01-22
Natasha Langston	F/B	07-01-22
John P. McKissack	M/B	07-01-22
Tom Midgley	M/W	07-01-22
Isabel González Whitaker	F/H	07-01-22

Chandell Ryan (City COO)

2023 Council Liaison: Michaelyn Easter-Thomas

Updated 030123

Attendance Records for Current Members
Memphis Convention Center Commission
From January 2021 to date

Member	Total Meetings	Present
Calvin Anderson	26	25
Lee Jackson	27	26
Doug Browne	27	16
Natasha Langston	27	17
Tom Midgley	27	20
Isabel Gonzalez Whitaker	14	10
John McKissack	27	24

City of Memphis



TENNESSEE

JIM STRICKLAND
MAYOR

March 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:

Anton Mack

be reappointed to the Memphis Area Transit Authority with a term expiration date of August 24, 2025.

I have attached biographical information.

Sincerely,

Jim Strickland
Mayor

JSS/sss

Cc: Council Members

MEMPHIS AREA TRANSIT AUTHORITY
Oath of Office Required
9 Member Board
3 Year Term

Purpose:

The members of the transit authority board shall have authority to supervise the operation of the transit system.

		Term ends:
Sara Burnett	F/W	01-22-26
Michael Fulton	M/B	02-07-25
Angus Blair	M/W	09-30-25
Martin E. Lipinski	M/W	06-30-23
Michelle McKissack	F/B	06-30-24
Anton Mack	M/B	08-24-22
Janice Holder	F/W	08-31-23
Edward Stephens, III	M/B	01-31-23
Shelia Williams	F/B	01-31-25

2023 Council Liaison: Ford Canale

Updated 031423

Memphis Area Transit Authority
Meetings 4th Thursday of the Month
From January 2021 to Date

Member	Total Meetings	Attended
Anton Mack	18	16
Edward Stephens, III	25	23



JIM STRICKLAND
MAYOR

March 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:

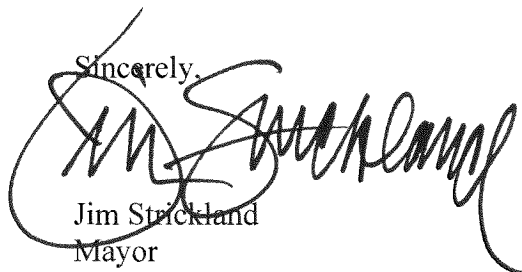
Subject to Council approval, I hereby recommend that:

Edward Stephens, III

be reappointed to the Memphis Area Transit Authority with a term expiration date of January 31, 2026.

I have attached biographical information.

Sincerely,



Jim Strickland
Mayor

JSS/sss

Cc: Council Members

MEMPHIS AREA TRANSIT AUTHORITY
Oath of Office Required
9 Member Board
3 Year Term

Purpose:

The members of the transit authority board shall have authority to supervise the operation of the transit system.

		Term ends:
Sara Burnett	F/W	01-22-26
Michael Fulton	M/B	02-07-25
Angus Blair	M/W	09-30-25
Martin E. Lipinski	M/W	06-30-23
Michelle McKissack	F/B	06-30-24
Anton Mack	M/B	08-24-22
Janice Holder	F/W	08-31-23
Edward Stephens, III	M/B	01-31-23
Shelia Williams	F/B	01-31-25

2023 Council Liaison: Ford Canale

Updated 031423

Memphis Area Transit Authority
Meetings 4th Thursday of the Month
From January 2021 to Date

Member	Total Meetings	Attended
Anton Mack	18	16
Edward Stephens, III	25	23