

**ECONOMIC
DEVELOPMENT
COMMITTEE**

A JOINT RESOLUTION OF THE MEMPHIS CITY COUNCIL AND SHELBY COUNTY BOARD OF COMMISSIONERS TO REQUEST A REVIEW OF MINIMUM HOURLY PAY RATES FOR MEMPHIS AND SHELBY COUNTY ECONOMIC DEVELOPMENT GROWTH ENGINE (EDGE) INCENTIVES

WHEREAS, according to 2021 American Community Survey (ACS) 1-year estimates data from the US Census Bureau, there are approximately 62,887 families in Memphis that have at least one child under 18 in the household; and

WHEREAS, in the same 2021 US Census data, the estimated poverty rate of families in Memphis with children under the age of 18 is 27.9%; and

WHEREAS, according to the Living Wage Calculator developed by MIT, in Shelby County, the living wage for 1 working adult without children is \$15.62 and jumps to \$31.30 with 1 child, for 2 adults with 1 adult working with 2 children, the living wage is \$35.69, and for 2 adults, both working, with 3 children, the living wage is \$26.10; and

WHEREAS, the lasting effects of the COVID-19 pandemic on families throughout Memphis and Shelby County are yet to be completely determined, and while people are continuing to recover from those effects, inflation in the United States has risen, causing the prices of goods and services to rise astronomically in a matter of months; and

WHEREAS, the Economic Development Growth Engine (EDGE) is the official economic development agency for Memphis and Shelby County and its mission is “to provide and coordinate public resources to drive economic development in Memphis and Shelby County” and its vision is “for all people in Memphis and Shelby County to have opportunities for economic prosperity;” and

WHEREAS, one of the incentives available to businesses and corporations from EDGE is a PILOT (payment in lieu of taxes), which is a “temporary, partial abatement of future real and/or personal property taxes that an applicant would otherwise have paid” and in return businesses must “commit and contract with local minority/women owned firms and small businesses to create and retain jobs with specified payroll and benefits, make the agreed upon investment, and contract with local minority/women/small firms;” and

WHEREAS, when contemplating offering incentives for businesses who are considering coming to Memphis, it is important that the business is willing to provide a pay rate for its employees that is fair and will help individuals and families to adequately meet their needs to thrive, and not merely survive.

NOW, THEREFORE, BE IT RESOLVED that the Memphis City Council and Shelby County Board of Commissioners do hereby request that EDGE share with both legislative bodies the most recently completed minimum pay rate review for companies seeking incentives of any kind from EDGE; if a review of minimum pay rates required for companies to qualify for incentives has not been recently completed by EDGE, both the Memphis City Council and Shelby County Board of Commissioners request that a review of minimum pay rates needed to qualify for incentives be completed as soon as possible.

BE IT FURTHER RESOLVED that the Memphis City Council and Shelby County Board of Commissioners do hereby request that in future business dealings, EDGE brings their own recommendations before the Memphis City Council and the Shelby County Board of Commissioners of a graduated scale of incentives for businesses who have requested them.

Sponsor:

JB Smiley, Jr.

Martavius Jones

BUDGET COMMITTEE



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Success in the **first 8** years.
Success for a lifetime.



Investing in Pre-K as a Key Strategy to
Improve Long-Term Economic Viability

QUARTER 2 PRE-K REPORT

School Year 2022-2023

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Executive Summary

Investing in early care and education helps young children increase social-emotional, cognitive, and physical development for success in school and in life. Pre-Kindergarten (Pre-K) is central to those investments. Pursuant to the Joint Ordinance NO 505 Section 1, Shelby County and the City of Memphis contracted with First 8 Memphis (F8M) to administer and manage joint funding for a comprehensive, universal, needs-based Pre-K program for children living in Shelby County. This report reflects data for Quarter 2 (Q2 or October 17 - December 16, 2022) of the 2022-2023 school year.¹

Pursuant to the Professional Service Agreement (PSA) with the City of Memphis and Shelby County, this report includes the latest available data on Pre-K performance for F8M classrooms in Q2 and meets the following PSA requirements:

- To publish the number of eligible four-year-old children in classrooms funded by the City of Memphis and Shelby County.
- To detail the use of public funds.
- To share data on parent and community engagement and delivery of services.

F8M partners with Pre-K Operators to make continuous improvements to learning and guarantee high-quality programming for young learners in Shelby County. Pre-K Operators include public and charter schools, and private child care providers.

In Q2, F8M contracted with 16 Pre-K Operators and funded 80 Pre-K classrooms with the capacity to serve 1,600 students.



¹ Quarter ranges are determined by each school's reporting calendar.

Introduction and Overview

Pre-K represents one of the strongest investments for Shelby County’s future because of its direct impact on children’s development and ability to thrive. Pre-K gives children the building blocks for learning, creativity, and the social-emotional skills needed to navigate school and life. [First 8 Memphis](#) (F8M) was established to implement Shelby County’s high-quality early care and education system and meet Shelby County’s need for universal needs-based Pre-K.



Why universal needs-based Pre-K?

Children who receive high-quality Pre-K have better attendance, fewer behavior problems, and increased chances of reading at grade level in 4th grade.

Tennessee’s targeted Pre-K program has been shown to boost school readiness. Attendance in the year before kindergarten is associated with faster development of literacy, language, and math skills than seen in children who don’t attend -- and evidence suggests that when coupled with quality k-2 experiences, those gains persist into the later elementary grades.

(source: Urban Child Institute)

F8M’s Pre-K partners work to provide high-quality Pre-K for young children in Shelby County. Our Pre-K program includes academics and instruction; two-generation family support and wraparound services; and quality support and monitoring. We measure all aspects of our program to track student and educator outcomes and help us understand community needs.

In an effort to improve the quality of services our Operators and, by extension, our students receive, F8M implemented a strategic plan for the Pre-K program in 2022-2023. This strategic plan includes updated data collection processes; collaborative support for family engagement personnel (FEP) and instructional coaches; and improved communication and compliance monitoring for all partners. Today, our Pre-K Consortium serves as a peer learning and supportive space for F8M Pre-K Operators while participants in our growing Pre-K Work Group discuss issues related to quality, performance metrics and standards, successes, and concerns around Pre-K and early care and education systems.

2022-2023 Q2 Outcomes

Enrollment

F8M Pre-K classrooms are considered at full capacity with 20 enrolled students and need at least 19 students (95%) to maintain compliance.

Cumulative vs. End-of-Quarter Enrollment

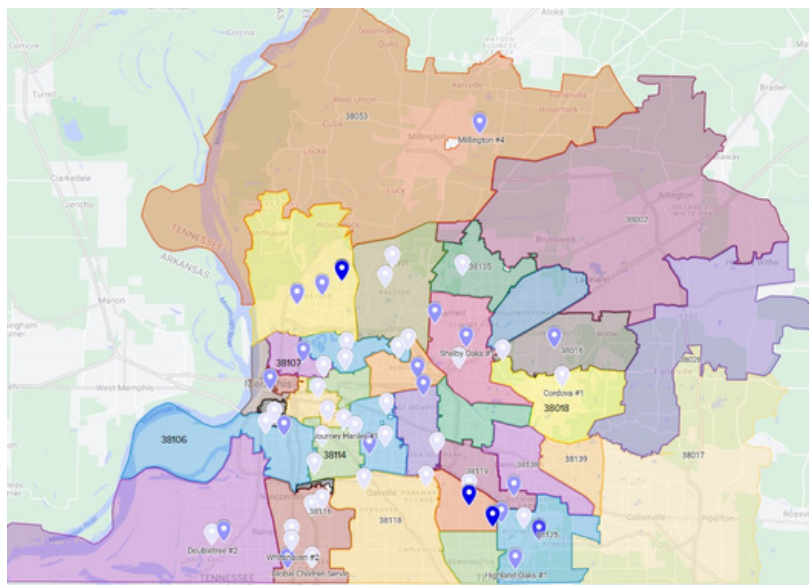
F8M reports two enrollment numbers: cumulative enrollment and end-of-quarter enrollment. Cumulative enrollment includes students who were enrolled at any point in the school year, even if they have since withdrawn. End-of-quarter enrollment is enrollment as of the last date of the quarter - students who were actively enrolled.

Cumulative enrollment in Q2 across 80 Pre-K classrooms was 1,470 students, an increase of 139 students from Q1, in which 1,331 students were cumulatively enrolled. Overall, F8M Pre-K Operators experienced a withdrawal rate of 3% (or 51 students). Withdrawal rates fluctuate throughout the year; the Q2 withdrawal rate increased by one percentage point from Q1.

End-of-quarter enrollment in Q2 was **1,419 students (89% capacity)**, representing a seven percentage point increase from Q1, in which 1,310 students were enrolled at the end of the quarter (82% capacity).

Out of 80 F8M Pre-K classrooms, 48 met the accountability metric of 95% capacity for Q2 enrollment; an increase of 21 classrooms from Q1; 16 classrooms were between 85% - 94% enrollment capacity. Of the 16 Operators (combining those with multiple classrooms), eight met the accountability metric of 95% capacity for Q2.

The map below shows the location of the First 8 Memphis Pre-K classrooms program by zip code.



Attendance

Attendance is considered satisfactory when students attend at least 80% of total school days for which they are enrolled.

In Q2, **87% (1,275) of 1,470** students cumulatively enrolled met the goal of satisfactory attendance; they attended at least 80% of total school days for which they were enrolled. This is a decrease of two percentage points from Q1, in which 89% (1,186 students) met the attendance goal.

92% Overall Daily Attendance Rate

Customarily reported for K-12. For the F8M Pre-K portfolio was 92% (sum of days present/ sum of days enrolled)

For Q2, 64 of 80 classrooms met the attendance accountability metric of 80% of students attending 80% of the days they were enrolled. When reporting at the operator level, which combines the data across Operators with multiple classrooms, 7 of 16 F8M Operators met the accountability metric for students meeting the attendance goal of 80%.

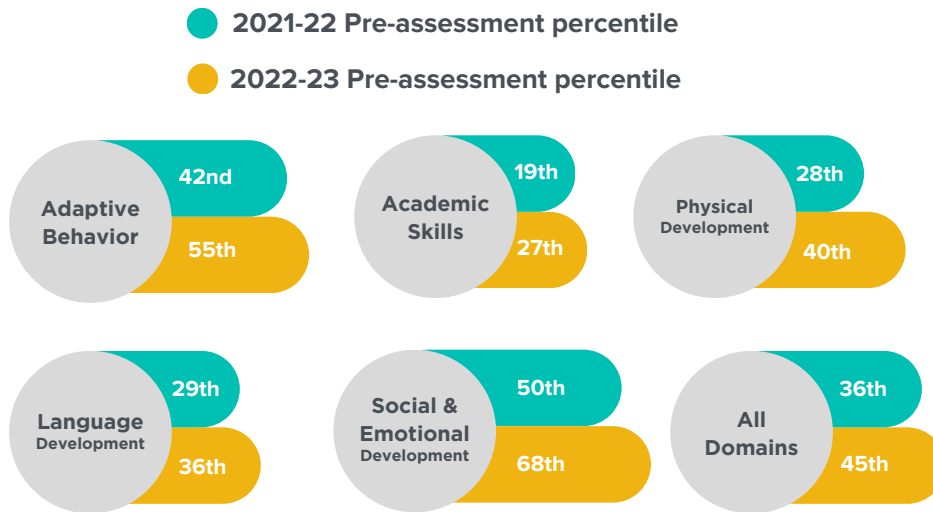
Pre-K Growth Assessments

Between August 8 and October 7, 2022, students completed a beginning-of-year Brigance IED III Pre-K growth assessment. Students will complete a post-assessment at the end of the year to determine growth across all five domains of the Brigance assessment. Students enrolling after October 7 and before March 1 were administered Brigance within 30 days of enrollment. By the end of Q2, **77% (1,131) of 1,470 students cumulatively enrolled were administered the Brigance IED III Pre-K growth assessment.** This represents an increase in the number of students assessed at the beginning of the year compared to last year, in which 948 students of 1,185 cumulatively enrolled were administered the Brigance IED III assessment.

The Brigance IED III assesses student performance across five domains: academic/cognitive, adaptive behavior, language development, physical development, and social and emotional development. **Across all domains, students scored in the 45th percentile on average on the pre-assessment.** Students who score in the 45th percentile perform higher than 45% of peers on the same assessment nationally. This is nine percentage points higher than the 2021-2022 Brigance IED III pre-assessment, on which students scored on average in the 36th percentile.² **Students performed the highest in the social and emotional development domain, scoring in the 68th percentile,** which means on average, they are performing higher than 68% of peers in this domain. Similar to last year's 2021-2022 Brigance IED III pre-assessment, students continued to score the highest in the social and emotional development domain, scoring 15 percentage points higher than last year's 53rd percentile on the pre-assessment. Additional details on all domains and comparison to 2021-22 performance are below.

² 2021-2022 Brigance IED III pre-assessment percentiles are reflective of only the full service year recipients, students who attend at least 66% of school days, and not all students who were administered the pre-assessment.

Brigance IED III Assessment Yearly Comparison



Monthly administration of Istation continues in nine classrooms across five Operators.³In Q2, (96%) (184) of (192) were assessed on Istation; 136 students were administered both Istation and Brigance IED III.

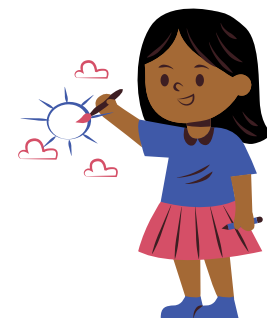
Synchronous Learning

Beginning in 2020-2021, F8M implemented this performance metric as virtual learning due to the COVID-19 pandemic, which became the adopted way of learning across the United States. In the Fall of 2021, Tennessee Governor Bill Lee signed a proclamation ending virtual learning in all TN public schools.

However, with the continuing uncertainty surrounding the global pandemic, this metric remains in place for Operators that may utilize virtual learning and capture classrooms that are unable to provide synchronous learning in the event of an extended closure. In Q2, 100% of F8M classrooms conducted three synchronous learning opportunities every week, meeting the requirement.

*What Is Synchronous Learning?

Synchronous learning refers to teaching and learning in real-time with face-to-face instruction, whether online or in-person.



³ Istation may be administered at the Operators discretion; however, all Operators are expected to assess students using the Brigance IED III.

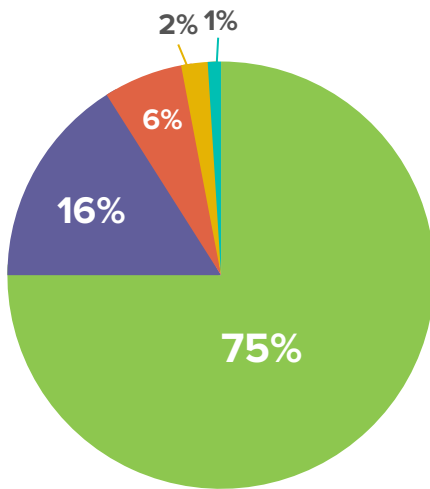
Instructional Support and Coaching



Of 80 F8M classrooms, 100% received instructional support from a designated instructional coach in Q2. Monthly instructional support is documented through the Continuous Performance Improvement Review (CPIR), through which the F8M team collects and analyzes data on the frequency, type, and progress of support provided.

Instructional support is offered to teachers in a variety of methods. In Q2, the most frequent type of support provided was observation, 75% of coaching support provided. The second quarter of the school year indicates a shift in the coaching cycle during which coaches conduct observations to identify the impact of coaching in Q1, where 66% of instructional support was co-planning.

Types of Instructional Coaching Support Provided to F8M Teachers in Quarter 2:



Observations - 75% (242)

- Classroom data collection

Co-planning - 16% (53)

- Collaborative analysis of student need and instructional resources

Less reflection/feedback - 6% (19)

- Discussion of instructional strengths and areas of growth

Modeling/Co-teaching - 2% (6)

- Coach-led instruction to model key strategies

Other - 1% (3)

- Resource sharing and introductory meetings for newly assigned coaches

Data collected during observations are provided to teachers to improve practice and inform future coaching. Coaches engage teachers in collaborative reflection on observed lesson data, allowing the coach and teacher to identify areas of strength and growth. Coaches then utilize co-planning and modeling of lessons and materials to ensure teachers have a strong understanding of instructional goals and clear plans for implementation.

Documentation of **observations** is submitted at least once per quarter for each F8M classroom, which provides information to coaches and F8M staff on instructional strategies specific to supporting student growth within each of the five Brigrance IED III domains: physical development, language development, adaptive behavior, social-emotional development, and academic skills (including literacy and mathematics). Teachers who intentionally include instructional strategies aligned to the Brigrance domains support whole-child growth in these key developmental areas.

A total of 323 observations in Q2 identified an average increase of 20% in instructional strategies observed that support student development across all five Brigrance domains from Q1.



Physical Development

Students are given opportunities to engage in activities and with materials that support fine and gross motor development.

A total of **362 instances** of instructional strategies that support physical development were observed in Q2.



Language Development

Teachers incorporate complex sentences and advanced vocabulary words into daily instruction, providing a model which students can incorporate into discussions with adults and peers, supporting the use of critical thinking skills.

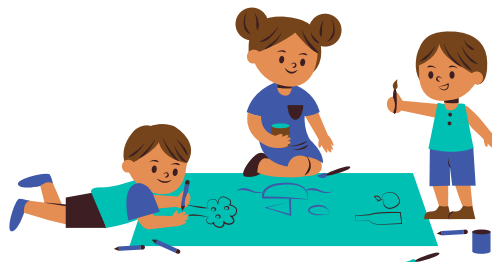
A total of **418 instances** of instructional strategies that support language development were observed in Q2.



Academic Skills

Teachers engage with students in discussions that make connections to prior learning, introduce new vocabulary, and provide models of critical and mathematical thinking; students are given opportunities to read, write, and engage with mathematical materials. The academic skills domain encompasses instructional strategies specific to math and literacy.

A total of **770 instances** of instructional strategies that support academic skills were observed in Q2.



Adaptive Behavior



Instructional strategies aligned to the adaptive learning domain support student mastery of daily living skills, developing safe habits and independence in and out of the classroom. A safe learning environment is the foundation of academic success.

A total of **599 instances** of instructional strategies that support adaptive behavior were observed in Q2.

Social and Emotional Development



Social and emotional development encompasses the way in which teachers define classroom expectations and provide space for students to identify and express their emotions to adults and peers, creating a positive classroom environment. A positive, socially engaging learning environment is the foundation of academic success.

A total of **882 instances** of instructional strategies that support social and emotional development were observed in Q2.

Instructional coaches and F8M staff observed an increase in the instructional strategies that support student development across all five brigrance domains from Q1 to Q2. Coaches continue to provide additional support and professional development to teachers in those areas where opportunity for growth is identified, ensuring that all students are provided with the instruction needed to thrive in Pre-K.

Instructional Coach Collaborative Meetings

Using analyzed CPIR trends, F8M staff facilitate monthly coaching collaboratives to discuss observational trends observed by F8M and instructional coaches. Coaching collaboratives provide feedback on support provided by coaches and collaborative professional development to improve and enhance coaching strategies and teaching and learning practices. Additionally, F8M staff use CPIRs to look for the placement of the teacher of record, the ratio of 1:10, a classroom parent sign-in log, a posted student schedule, and to determine how F8M may support professional development based on data trends.



Addressing Family Need Through Wraparound Services

Family Engagement

A successful school year requires systematic and consistent engagement between families, schools, and school service providers. Family engagement personnel (FEP) contact families monthly to assist in achievement toward their goals, provide follow-up support, and offer other assistance as requested.

In Q2, our FEP partners made **4,098** significant contacts with families, an increase of 1,121 from Q1.



Significant Contacts

Significant contacts are communications with families that are individualized, address a stated need, and may lead to concrete action.



4,098 Significant Contacts by Family Engagement Personnel in Q2

347 Referrals resulted from the significant contacts

51% of the referrals were resolved (family's need was met) by the end of Q2

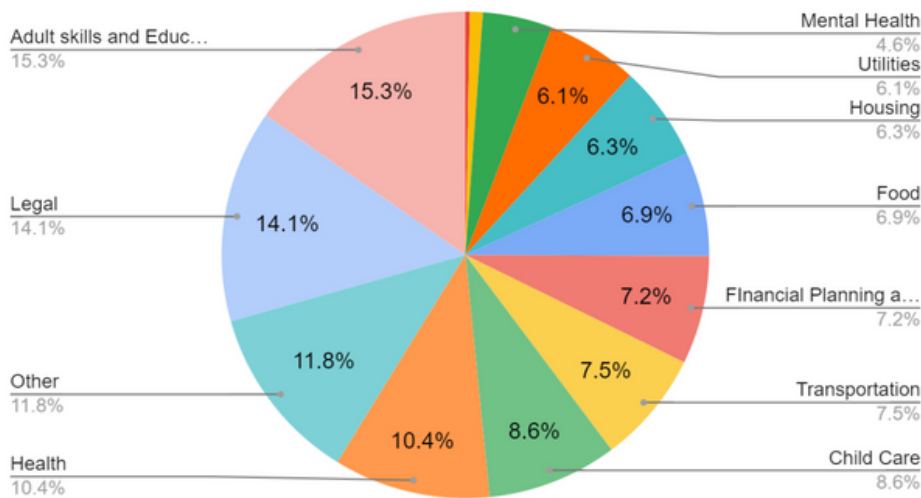
Of those contacts, **347** (8%) resulted in a referral. By the end of Q2, **51%** (178) of referrals were resolved (the family was connected to the correct resource, and their need was met), an increase of seven percentage points from Q1 closed referrals.

Many referrals will extend beyond one quarter in reaching a resolution and additional referrals may be necessary to meet the individual needs of families as the year progresses and needs change. FEP continues to support families in resolving outstanding referrals, but may face challenges in families accessing services, completing application procedures, or meeting long-term needs and goals.

Family Need	# of referrals
Adult Skills Education	53
Legal	49
Other	41
Health	36
Child Care	30
Transportation	26
Financial Planning and Income	25

Family Need	# of referrals
Food	24
Housing	22
Utilities	21
Mental Health	16
ESL	3
Domestic Violence	1
Substance Abuse	0

Q2 Referral Percentages by Category



- Adult Skills and Education - 15.3%**
 - Many families identified continuing education as a long-term goal for the 22-23 school year
 - FEP support families in identifying continuing education programs, referring to part time and online programs, and supporting with scholarships and grant applications, so families can continue to work

- **Legal - 14.1%**

- Families request support in preparing documents for court, connecting with expungement resources, and completing custody paperwork
- FEP connect families to local resources such as Memphis Area Legal Services and the Community Legal Center



- **Other - 11.8%**

- FEP support families of chronically absent students through continuous outreach and assistance with a variety of needs that prevent student's regular attendance
- FEP supported families in need of clothing and winter coats

- **Health - 10.4%**

- FEP support families in connecting with local physicians, securing health insurance coverage, and meeting personal health goals set for the 22-23 school year

- **Child Care - 8.6%**

- FEP support families in identifying quality and affordable child care services, applying for financial assistance, and completing enrollment requirements
- Families continue to face challenges in finding quality programs with hours that align with their needs, affording quality care, and transporting children to and from child care

2. Family Outcomes Assessment

The Family Outcomes Assessment (FOA) is a needs assessment to ensure our Pre-K program helps families meet their needs and goals. The FOA is formally conducted three times per year.

>> The Following Seven Family Outcomes are Assessed through the FOA:

- Family well-being
- Positive parent-child relationship
- Families as lifelong educators
- Families as learners
- Family engagement in transitions
- Family connections to peers and community
- Families as advocates and leaders

All F8M enrolled students' families were offered a FOA in Quarters 1 and 2, between August 8 and October 28, 2022. A total of **1,238** FOAs were conducted among **1,224** (83%) of 1,470 students cumulatively enrolled by the end of Q2.⁴ This is an **increase of 421 families** completing a FOA in comparison to approximately 803 families who completed a FOA across the first and second quarters in 2021-2022.

⁴ The number of assessments exceeds the number of families enrolled due to the completion of multiple FOAs across three families.

3. Family Partnership Agreements [Reported in Q1 & Q4]

To support collaborative goal setting, FEP engage families in an optional Family Partnership Agreement (FPA) each school year. This agreement is offered to families at enrollment and throughout the school year to document two long-term goals for each family, as well as progress toward reaching these goals. FEP are supporting 1,043 families who signed a FPA in Q1 and through significant contacts with families, FEP encourage families wishing to set long-term goals to enter into a FPA. Additional FPA data will be reported in Q4.

Examples of long-term goals set in the FPA include:

- Support of K-Readiness skills, including foundational literacy skills
- Home ownership
- Parent/child relationship, quality time at home, shared reading
- Budgeting and financial health
- Continued education and skills training



4. Health and Mental Health Screening

First 8 Memphis requires all Pre-K Operators to provide hearing and vision screenings to every student. Operators may offer additional screenings at their discretion. During Q2, our Operators provided:



694 Vision Screenings



124 Health Screenings



735 Hearing Screenings



6 Mental Health Screenings



132 Additional Screenings

including, but not limited to, dental and physical development

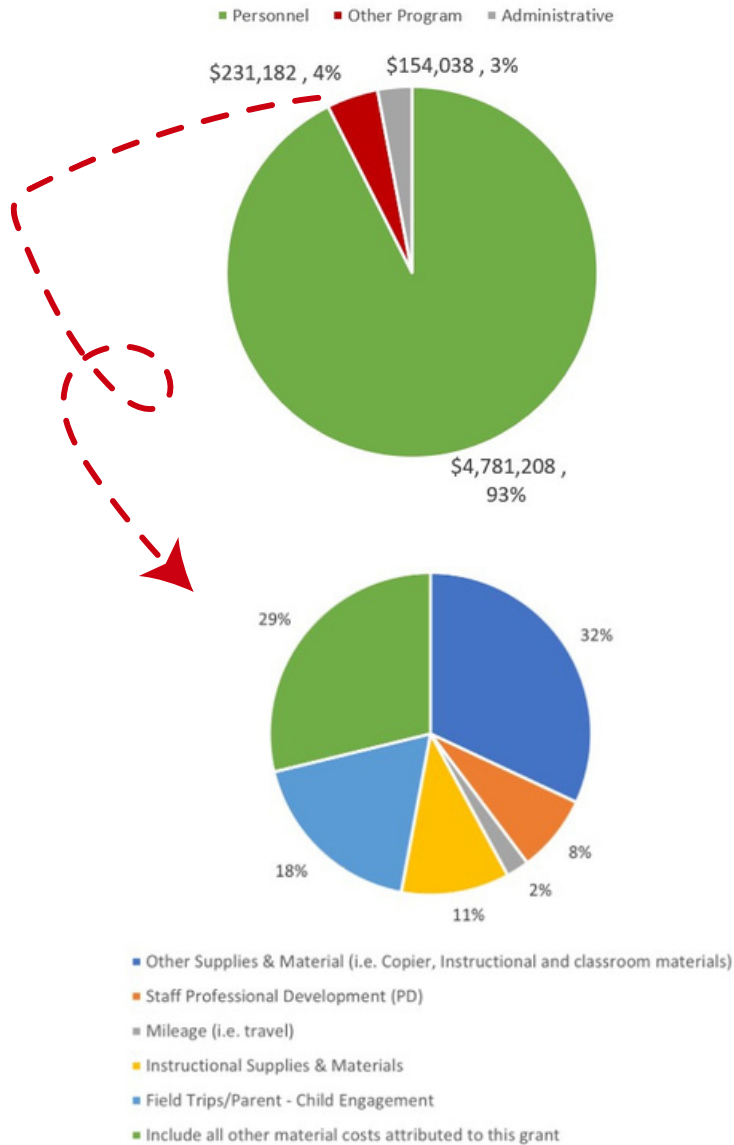
Family Engagement Personnel Collaborative Meetings

Using analyzed Family Engagement Survey trends, F8M staff facilitate monthly FEP collaboratives to discuss trends in service referrals for families and supports provided by FEP. Collaboratives provide feedback on family goals and connection to resources, as well as collaborative professional development to improve and enhance family engagement services. Additionally, F8M staff use Family Engagement Surveys to determine the number of health screenings provided to children, need-based referrals, and significant contacts made by FEP each quarter, and to determine how F8M may support professional development based on data trends.

First 8 Memphis Pre-K Financing

For Quarter 2 of the 2022-23 school year, First 8 Memphis paid a total of \$3,311,000 to Pre-K Operators (a year-to-date total of \$6,550,000). This amount includes \$615,000 for wraparound services. In Q2, Operators spent the majority of the funds (93%) on personnel for their Pre-K programs (\$4,781,208), 4% (\$231,182) on other program expenses, and 3% (\$154,038) on administrative expenses.

Q2 2022-23 Operator Expenses



The 4% spent on program supplies was divided among field trips, instructional supplies and materials, supplies and materials (normal office supplies), and “all other material costs” (may include equipment, printing costs, etc.), with a very small percentage spent on staff professional development.

Conclusion



Q2 Performance Highlights

Enrollment

89% capacity filled

1,419 four-year-olds were enrolled in 80 F8M Pre-K classrooms across Shelby County at the end of Q2.

Attendance

87% of students

met the goal for satisfactory attendance.



About First 8 Memphis

First 8 Memphis (F8M) works to ensure every child in Memphis and Shelby County can reach their full potential by building a strong start during the first 8 years of life. We are leaders, conveners, and advocates working to implement, scale, and improve the early care and education system for young children during their most critical developmental ages. This includes support for nurturing early learning and care environments, high-quality Pre-K programs that prepare children for Kindergarten and beyond, and two-generation services, such as home visitation, early childhood mental health, and more. F8M's early care and education systems-building work is conducted in collaboration with the F8M Leadership Council and other stakeholders. Success in the first eight years leads to success for a lifetime. Learn more at first8memphis.org.

A child's early years hold the key to their success. Research demonstrates that children who have access to quality early learning are better prepared when entering Kindergarten than children who do not attend early learning programs.

F8M Operators reported end of quarter enrollment of **1,419** eligible four-year-old students between October 17 and December 16, 2022, representing **89%** of enrollment capacity. Out of that total, **87%** of F8M Pre-K students met our satisfactory attendance goals.

Instructional coaches supported teachers in providing high-quality instruction aligned to key domains of child development. Teachers are consistently supported with observational data, instructional resources, and professional development.

FEP supported families in identifying long-term goals for the 22-23 school year, identifying needs and accessing community resources, and supported student attendance in Pre-K programs.

The performance metrics in this report indicate that **F8M Pre-K programs provide positive, engaging learning environments for the four-year-old children of Shelby County.** Operators adhere to program standards and offer an array of services to support families to meet their individual needs. F8M continues to collaborate with our stakeholders and Pre-K Operators to ensure services that promote successful outcomes for the children and families of Shelby County.



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Success in the **first 8** years.
Success for a lifetime.

Thank You!

First 8 Memphis would like to thank all partners and supporters who are working to strengthen early childhood education systems in Shelby County.



First 8 Memphis Staff



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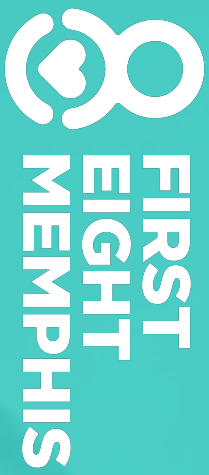
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Success in the **first 8** years.
Success for a lifetime.

Pre-Kindergarten Quarter 2, 2022-23 Outcomes Summary



June 2023



About Us

First 8 Memphis (F8M) was established to implement key strategies of Shelby County's Early Childhood Education Plan including home visitation, child care, universal needs-based Pre-K, and K-3 supports.

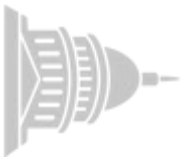
Our Mission

First 8 Memphis leads and convenes our community in advocating for investments that nurture and educate our youngest learners.

Our Vision

First 8 Memphis envisions a community where every child has the resources to thrive.

Role of F8M in Pre-K



FUNDERS: CITY OF MEMPHIS & SHELBY COUNTY

Funds to support Pre-K in Memphis and Shelby County (originally to preserve PDG classrooms) per Joint Ordinance



FISCAL AGENT: FIRST 8 MEMPHIS

City and County fiscal manager and high-level oversight for City/County-wide Pre-K performance and support partners with continuous improvement efforts



VALIDATOR and REPORTING: UNIVERSITY OF MEMPHIS

third-party data validation
FIRST 8 MEMPHIS
report on enrollment, attendance, Pre-K skills & K-readiness

PRE-K SERVICE PROVIDERS:

PRE-K OPERATORS & WRAPAROUND SERVICE PROVIDERS

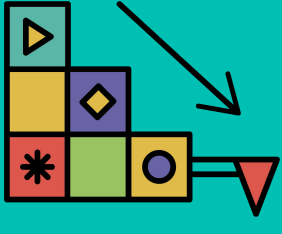
deliver full-day Pre-K services to 1600 children and their families across Shelby County; provide data to Seeding Success and First 8 Memphis for accountability and transparency



TARGET POPULATION:

INCOME-ELIGIBLE FOUR-YEAR-OLDS*
receive high-quality, full-day, pre-Kindergarten

AGENDA/ROADMAP



- **Investment Impact: Funding High-Quality Pre-K**
- **First 8 Memphis Pre-K 2022-2023**
 - Quarter 2 Outcomes**
 - **Advocacy Needs**

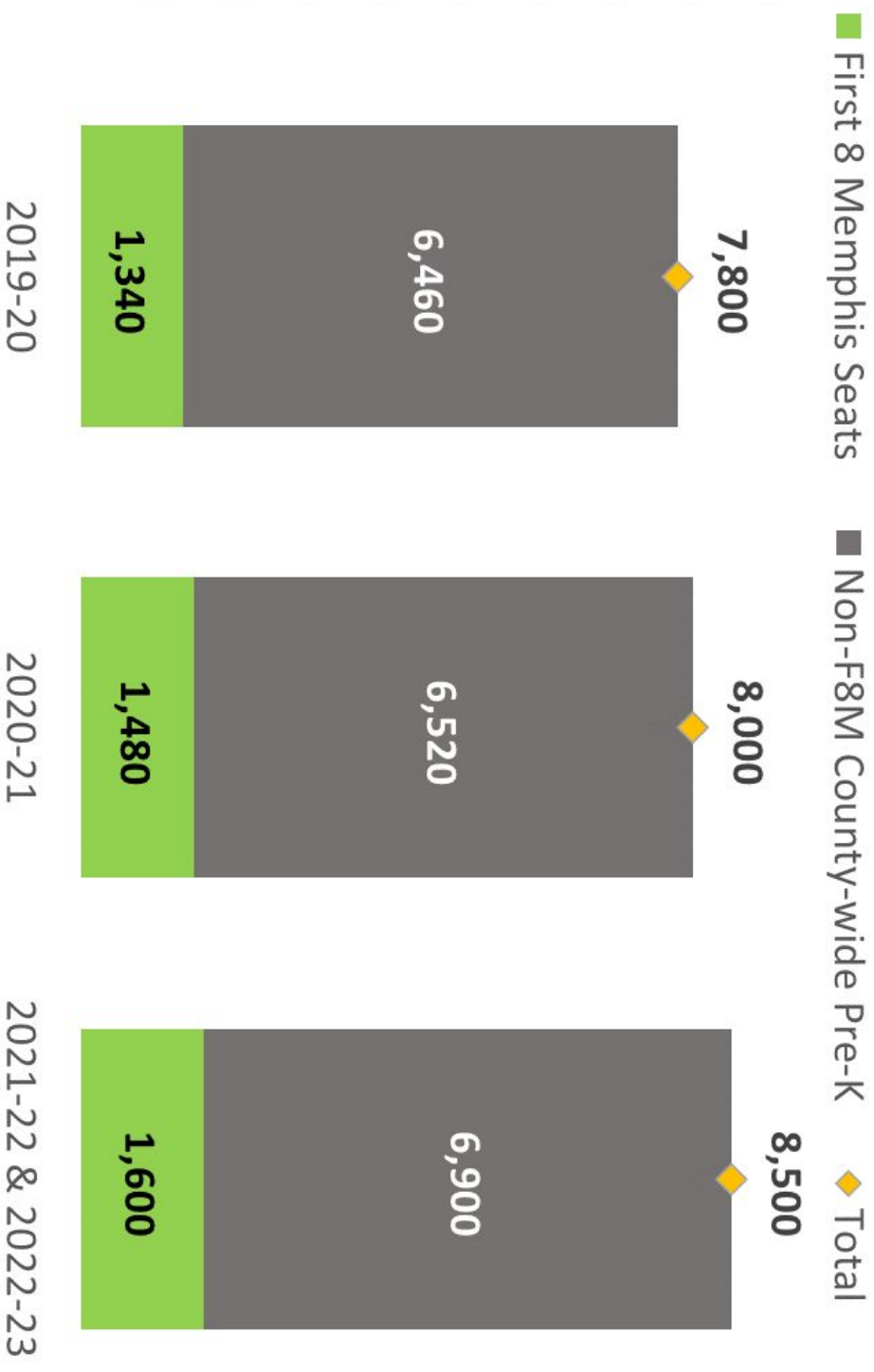


Investment Impact:
Funding High Quality Pre-K

Success in The First 8 Years: Universal Needs-Based Pre-K in Shelby County



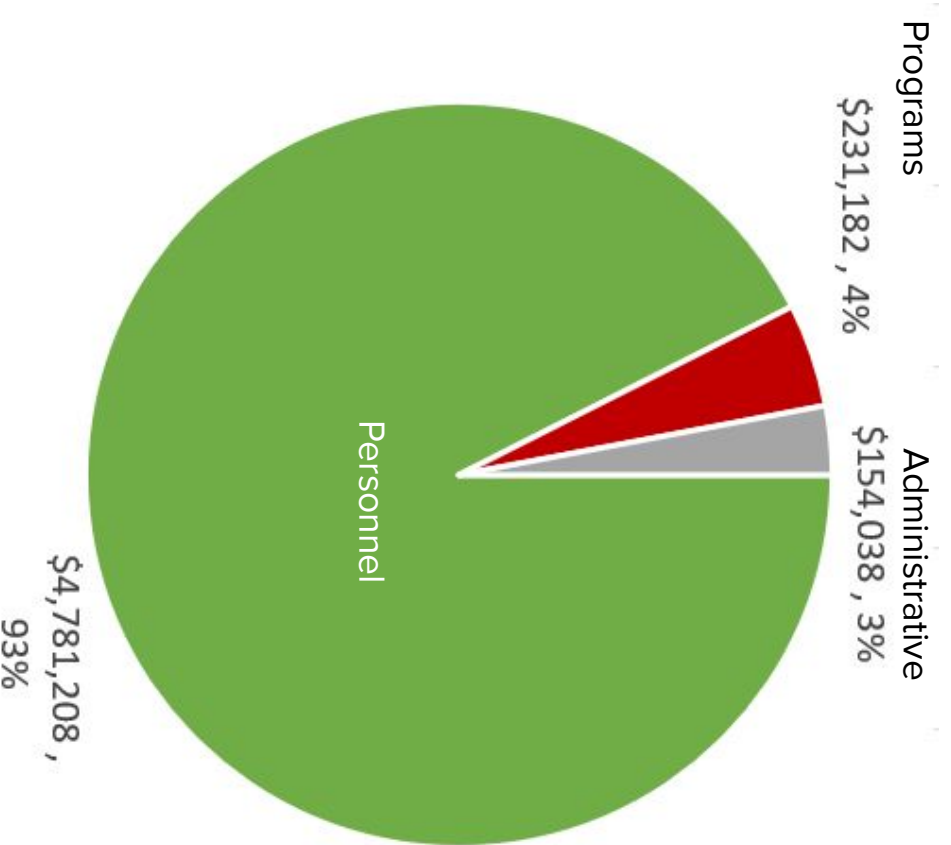
Universal Needs-Based Pre-K is a **primary equity strategy** for ensuring income-eligible (< 185% FPL) students have an equal footing. High-quality Pre-K provides children with the tools to be Kindergarten ready and establishes the **foundation of academic and social emotional success.**



Your investment supports over 160 Pre-K educator salaries, whole family engagement and support, teacher coaching, and other quality program supports for 80 classrooms.

First 8 Memphis **paid a total of \$3,311,000** to Pre-K Operators for Quarter 2 (a year-to-date total of \$6,550,000). This amount includes **\$615,000 for wraparound** services.

The majority of the funds spent by operators from October 1, 2022 - December 31, 2022 (Q2) were for **personnel** (93%); the rest was spent on programs (4%) (which includes supplies, equipment, staff professional development, field trips, etc.), and administrative expenses (3%).



City of Memphis Budget Amendment Request

FY24 Proposed Budget

Total: \$6.5 Million



FY24 Proposed Budget Amendment

Total: \$7 Million

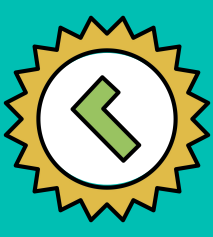
The proposed amendment would allow for the following additional support in our Pre-K programs:

- Increase classroom cost
 - Teacher salaries
- Increase instructional coach and wraparound support services
- Support enhanced data infrastructure and capacity for data collection, analysis and reporting.



2022-2023 SY
Quarter 2 Outcomes
October 17 - December 16, 2022

Four Elements of Quality in Pre-K



Holistic Family Engagement

of families through two-generational wraparound services

Instructional Coaching

ensures developmentally appropriate practice

Collaborative Data Collection



ensures student data informs continuous improvement

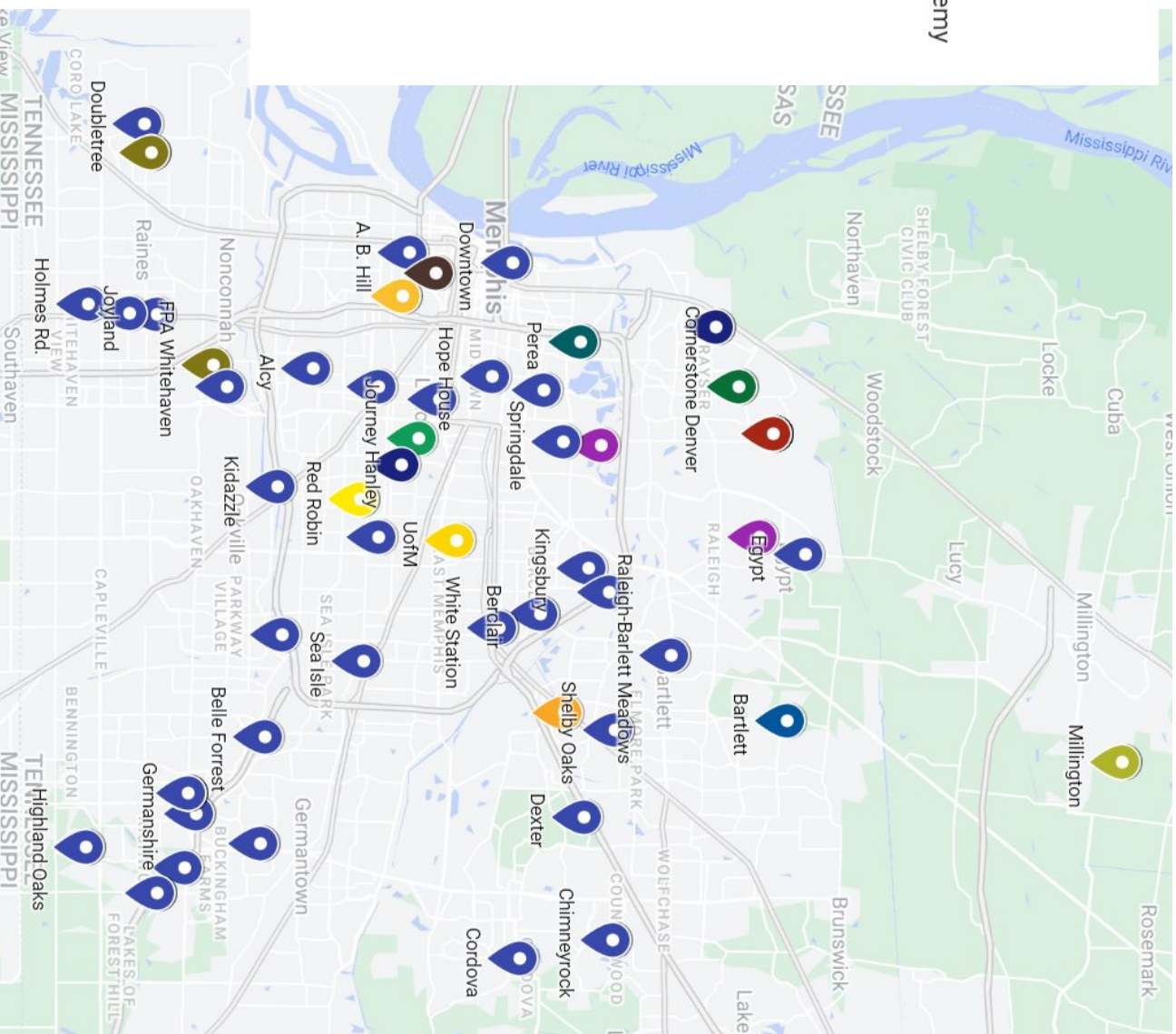
Operator Alignment

promoted during quarterly Pre-K Consortium and Workgroup convenings

F8M is in almost every community across Memphis.



-  MSCS
-  Libertas
-  Freedom Prep
-  Porter Leath Academy
-  COSCS
-  Capstone
-  Millington
-  Perea
-  Promise
-  Bartlett
-  Journey
-  Knowledge Quest
-  Red Robin
-  SWTCC
-  UofM

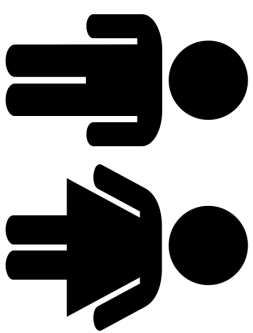


PORTER-LEATH
Better Children. Better Families.





Since COVID-19, our movement toward full enrollment has steadily increased.



ENROLLMENT 2022-23 Q2 End of Quarter Enrollment **INCREASED** by 7 percentage points compared to Q1 EOQ Enrollment (82% - 1,310).

1,419 of 1,600 capacity filled

capacity filled (End of Quarter)

89%

Ultimate Goal


















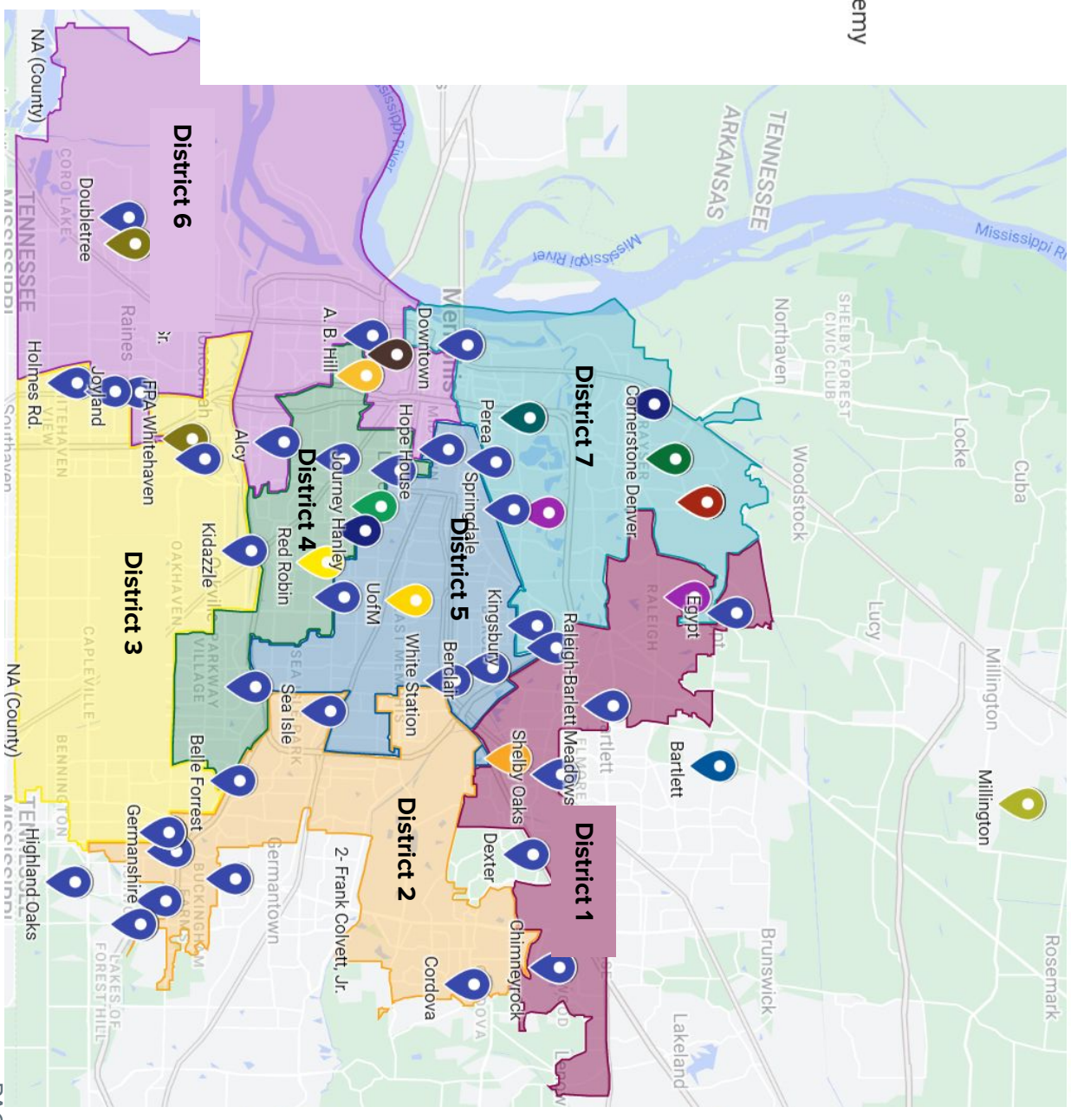
Enrollment is increasing and we will continue awareness efforts through radio, digital, and in person events.

You can help spread the word in your district!

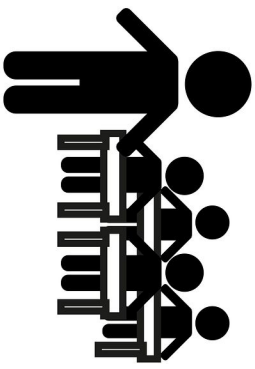


Help us spread the word in these neighborhoods with less than 90% of capacity filled for F8M Pre-K classrooms.

-  MSCS
-  Libertas
-  Freedom Prep
-  Porter Leath Academy
-  COSCS
-  Capstone
-  Millington
-  Perea
-  Promise
-  Bartlett
-  Journey
-  Knowledge Quest
-  Red Robin
-  SWTCC
-  UofM



More than 85% of F8M Pre-K students are attending 80% or more of the days they are enrolled.



92% Overall Daily

Attendance Rate**

The average percentage of students attending school each day. This is the metric commonly used to report K-12 attendance.

ATTENDANCE

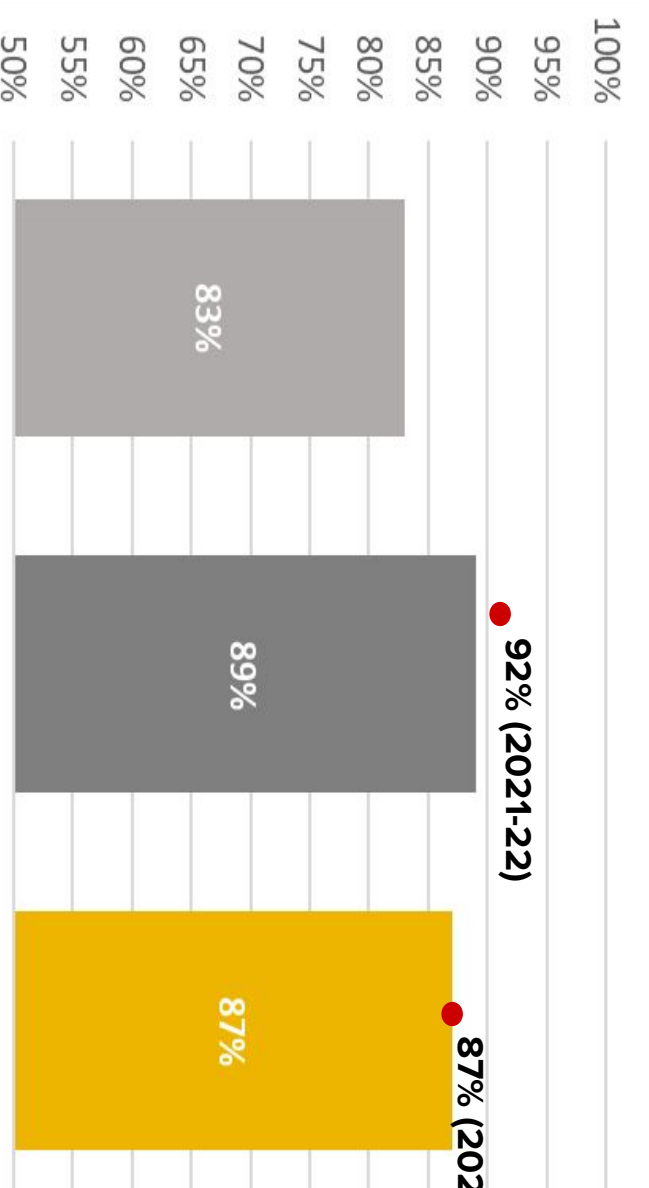
87%

of students met 80% attendance goal

1,275 of 1,470 cumulatively enrolled students*

2022-23 Q2 Attendance decreased by 2 percentage points compared to

Q1 attendance metric: 89%



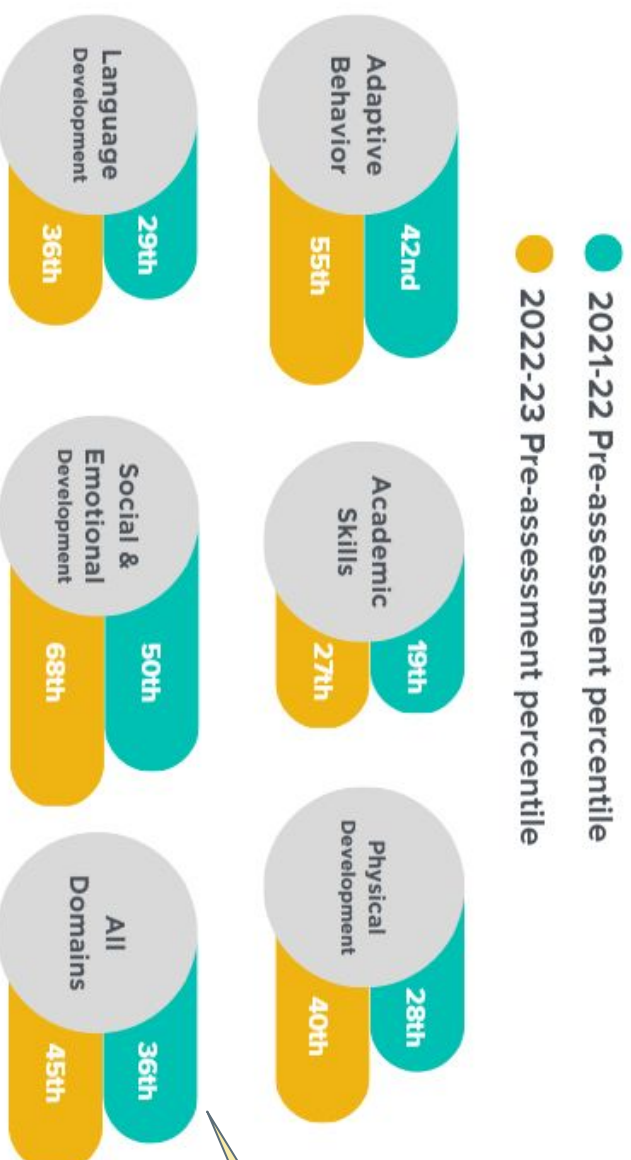
Learning opportunity:
Are holidays the main driver or illness during the colder months?

Quality of Pre-K instruction/learning in F8M Pre-K classrooms is improving.



Across all domains, F8M Pre-K students performed the same or **better than 45% of students nationally** for the 2022-23 pre-assessment (beginning of year) compared to the 36th percentile on the 2021-22 pre-assessment. Students performed in the highest percentile for **Social & Emotional Development** and **Adaptive Behavior** on the pre-assessment both years.

Brigance IED III Assessment Yearly Comparison



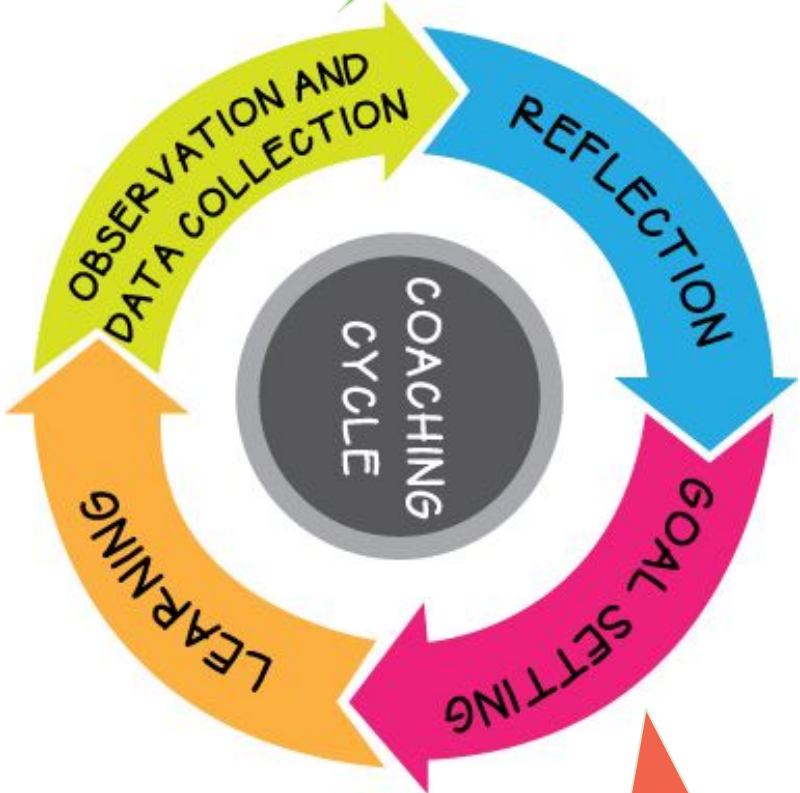
This data allows us to see what our partners do well and where we need to renew focus.

The majority of instructional coaching support to teachers in Q2 was observations and data collection.

100% of teachers received coaching support from a dedicated instructional coach in Q2

Coaches **observe** instruction to collect data that informs next steps - **75% of support** provided in Q2.

- Follow-Up Support is provided through:
- co-planning
 - lesson reflection and feedback
 - modeling and co-teaching



Coaches focused on preparing for the school year through **co-planning** in Q1 - 66% of support provided. In Q2, coaches shifted to **observing the impact of previous coaching.**

Instructional coaching promotes classroom quality by engaging teachers in ongoing and individualized professional support.

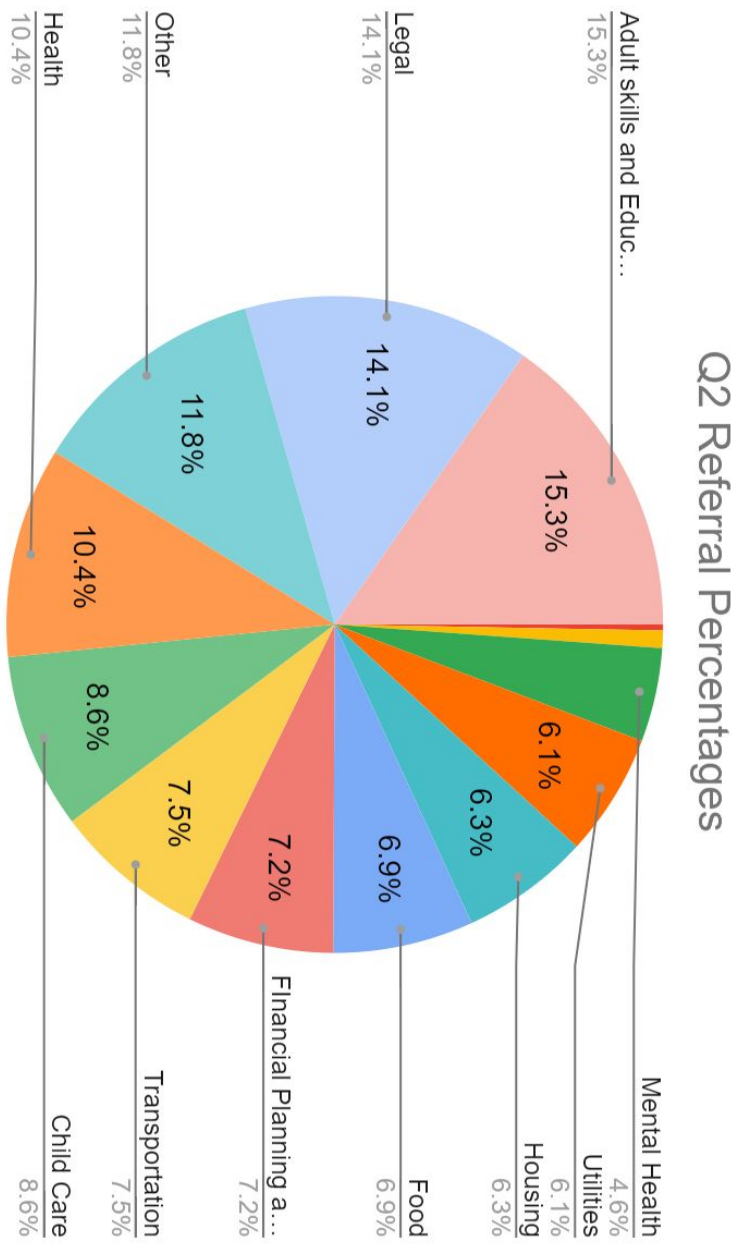
In Q2, families wanted more adult skills/education and legal assistance. 51% of families referred had a need met.



Family Engagement Personnel contact families monthly. Follow-up referrals connect families to resources that meet their needs and goals.

Monthly contacts resulted in 347 referrals, with the greatest need in Adult Education and Legal Services.

51% of families were connected with a resource that met their needs. (closed referrals)



Total # of Referrals: 347



Thank you!



**FIRST
EIGHT
MEMPHIS**

Success in the **first 8** years.
Success for a lifetime.

Kandace Thomas, MPP, PhD
Executive Director
kandace@first8memphis.org
Cell: 901-500-7871

Appendices

1. **Follow Up to County Commission Questions from Q1**
 - a. Pre-K Curriculum Cultural Relevance
 - b. Shelby County, TN Pre-K Capacity
 - c. F8M Pre-K Enrollment and Waitlist
 - d. F8M Student Demographics
 - e. F8M Teacher Demographics
2. **F8M Projected Budget FY23 - FY25**
3. **Data Collection Details and Frequency**

One of three 2022-23 TN state approved curriculum options shows evidence of cultural responsiveness

22-23 State Approved Curriculum	Culturally Responsive Rating*
Big Day for Prek	“no evidence”
Connect4Learning	“no evidence”
Creative Curriculum	“moderate evidence”

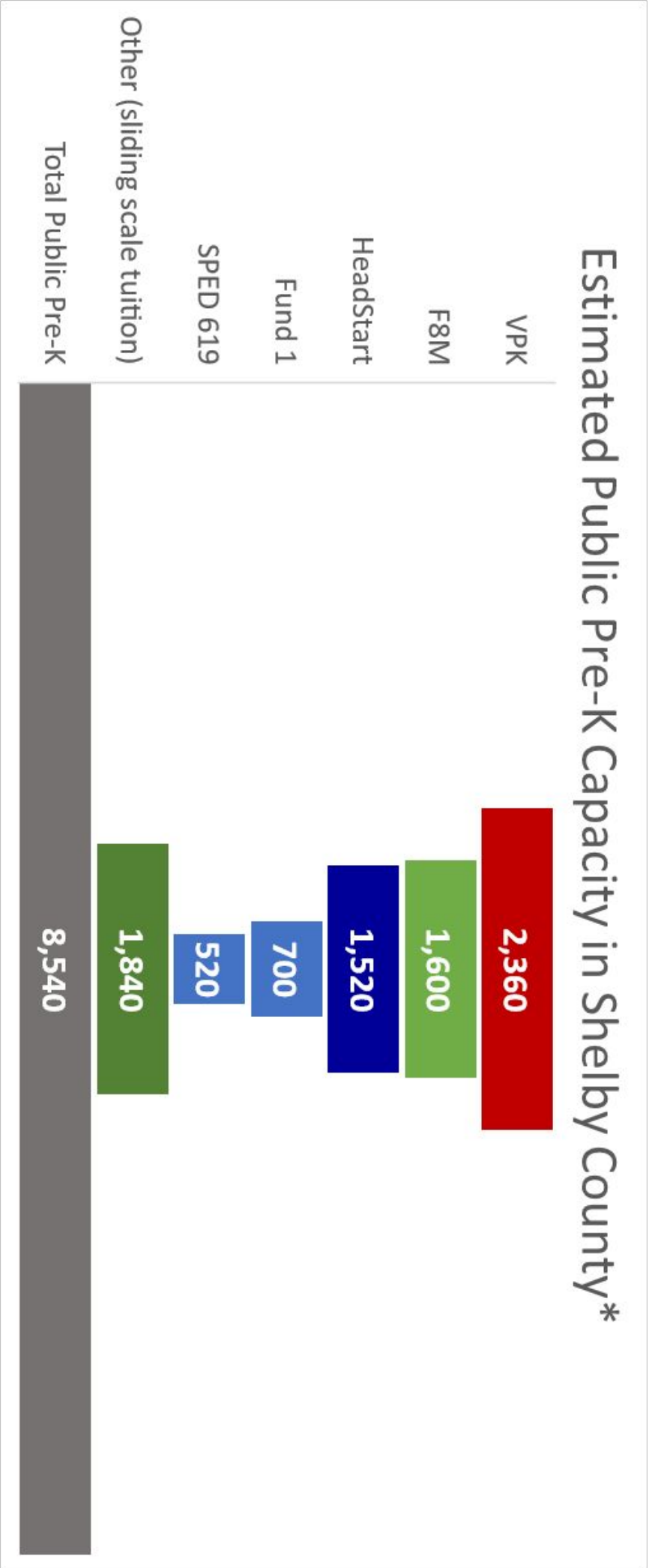
“Provides guidance on ways of interacting with diverse children and families.”

- TDOE will publish an updated list of approved Pre-K curriculum for the 23-24 school year.
- The majority of F8M Pre-K Operators currently use Big Day, which has been discontinued. Operators will select a new curriculum from the updated list for 23-24.
- Pre-K Operators may request state approval of an alternate curriculum (i.e. Montessori).

*Ratings are found at the [Head Start Early Childhood Learning and Knowledge Center Curriculum Consumer Report](#)



The estimated Pre-K capacity in Shelby County is 8,540 as of 2022



*Initial data from 2015 research by Boston Consulting Group with Seeding Success. Some updates made in 2021-22. Updated research to be completed the summer of 2023.



Over 400 Pre-K students are on a waitlist for Pre-K in zip codes where the average F8M Pre-K capacity is 90%+

Zip codes with 10+ students on the waitlist as of 4/14/2023

457 students total on F8M Pre-K Operator Waitlists

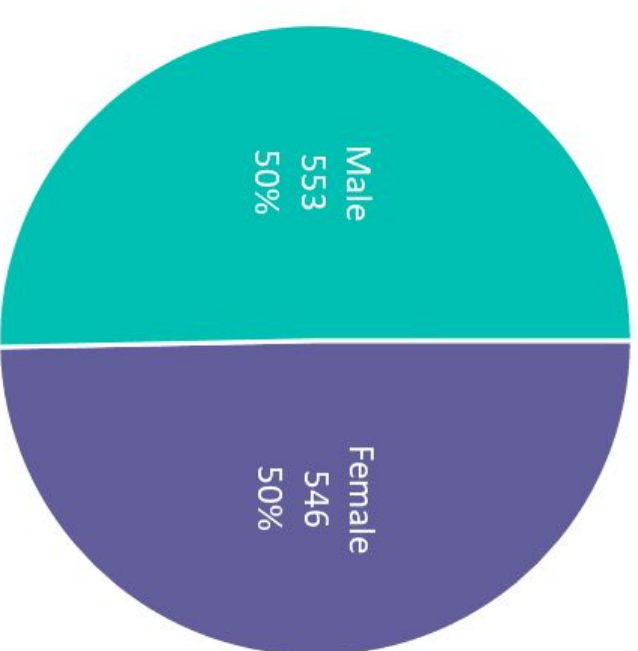
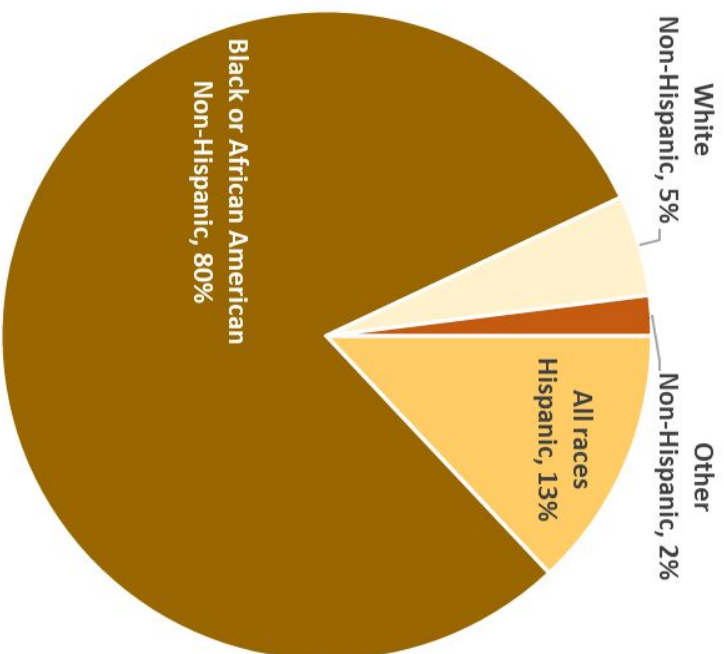
# on waitlist	Neighborhood	Zip Code (Capacity)
148	Binghamton (U of M)	38111 (96.7%)
61	North Memphis	38107 (95%)
40	Frayser	38127 (88.3%)
34	Southeast/Southwind	38125 (95%)
56	Cordova	38018, 38016 (95%)
20	Oakhaven	38115 (94.2%)
14	White Station/Sea Isle	38117 (86.7%)
12	South Memphis	38116 (94.2%)
12	Memphis portion of Bartlett zip code - SWTCC Macon Rd.	38134 (90%)
10	Bartlett	38135 (100%)
10	Jackson/Treadwell	38122 (97.5%)

First 8 Memphis
(includes 51 MSCS classrooms)



80% of First 8 Memphis Pre-K Students identify as Black or African American

There majority of First 8 Memphis Pre-K students identify as Black/African American. There is a pretty even mix of male and female students (approximately 50/50).

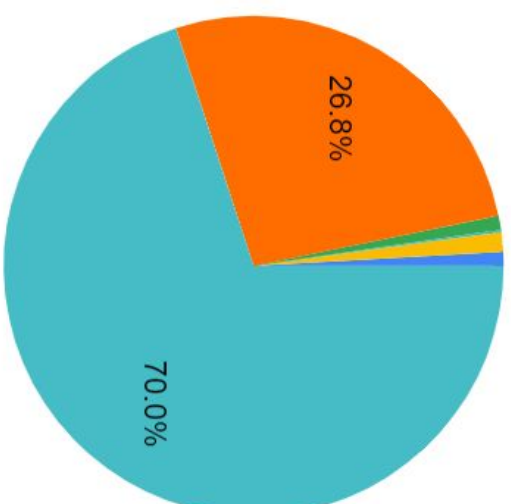


Of the 1,487 students cumulatively enrolled during the 2022-23 school year, we were able to access demographic information for 1,099 students through direct data connections. We continue to improve our data collection efforts and systems with our Pre-K Partners.



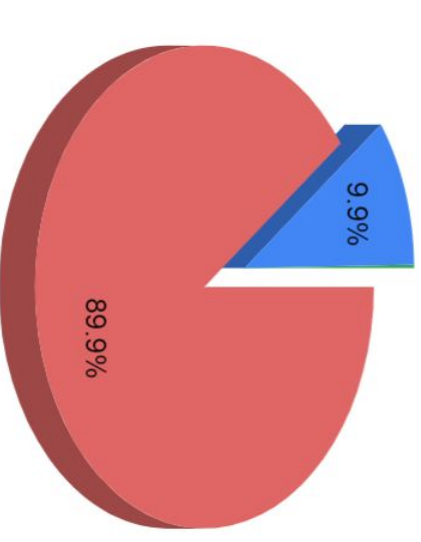
The majority of First 8 Memphis* Pre-K early educators and admin are African American female 30 - 50 years old.

Staff by Race



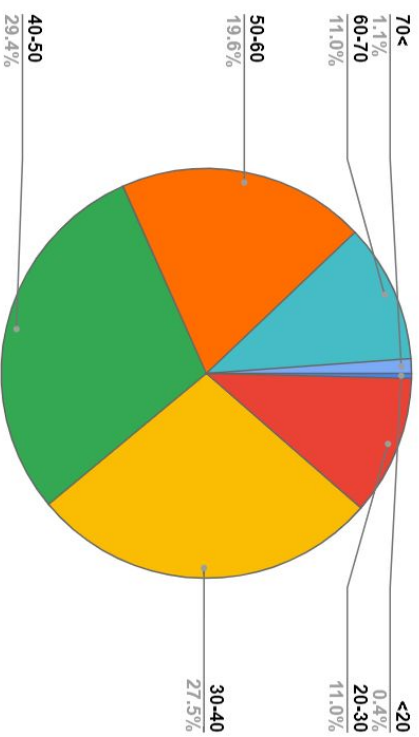
- African-American
- Caucasian
- Asian
- Hawaiian or Pacific Islander
- Multiple
- Other

Staff Gender Identity



- Female
- Male
- Prefer Not to Answer

Staff by Age



-
-
-
-
-

*Some programs were not able to provide F8M specific staff demographics only, they provided early childhood educator demographics for their entire program.

F8M Projected Budget FY23-FY25



	Projected FY23 School Year 2022-23	Projected FY24 School Year 2023-24	Projected FY25 School Year 2024-25
Revenue: Public Funding			
City of Memphis	\$6,400,000*	\$7,000,000*	\$7,400,000*
Shelby County	\$8,400,000*	\$9,000,000*	\$9,500,000*
Total Public Funding	\$14,800,000	\$16,000,000	\$16,900,000
Expenses: Program Expenses			
\$8,150 per pupil/\$163,000 per class**			
\$8,700 per pupil/\$174,000 per class**			
\$9,250 per pupil/\$181,250 per class			
Classroom Expenses (Includes classroom, wraparound, and coaching)	\$ 13,100,000	\$ 13,990,000	\$ 14,950,000
Other Pre-K Program Expenses (Operator setup, data reporting & validation, & other Pre-K operations)	\$ 664,000	\$ 890,000	\$ 767,000
Total Classroom Subtotal	\$13,764,000	\$14,880,000	\$15,717,000
F8M Admin Fee (7%)	\$1,036,000	\$1,120,000	\$1,183,000
Total Classroom and Administrative Fee	\$14,800,000	\$16,000,000	\$16,900,000

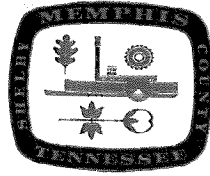
*Subject to budget increases in line with providing high-quality Pre-K. **Includes classroom, wraparound, and coaching.

Your continued investment is needed to continue to build a quality Pre-K program in Memphis & Shelby County.

Budget Line Item	2022-23	Proposed 2023-24*
General Classroom Avg Teacher salary: \$50,000 - \$61,000 Avg Teacher's assistant salary: \$20,000 - \$30,000 Fringe benefits: 15 - 20%	\$128,000	\$132,500
Wraparound Services (whole family)	\$30,000	\$35,000
Coaching	\$5,000	\$6,500
Total Per Classroom Funding	\$163,000	\$174,000
Total Per Student Funding (20 students per classroom)	\$8,150	\$8,700
Direct to 80 classrooms Includes additional 2 Bartlett wraparound only classrooms	\$13,100,000	\$13,980,000
Pre-K program costs	\$664,000	\$890,000
Admin Fee (7%)	\$1,036,000	\$1,120,000
Total	\$14,800,000	\$16,000,000

Data Collection Details & Frequency (by Partner, Seeding Success)

Metric	Frequency of Collection	When Reported
Attendance and Enrollment	Daily if API Weekly if Google Sheet	Reported Quarterly after validation
Istation (if applicable)	Daily if API	If data is available, reported in Quarter 2 and Quarter 4
Family Outcomes Assessment	Quarterly	Reported in Quarters 2, 3 and 4
Brigance	2x a year	Reported in Q2 and Q4 after validation
Synchronous Learning	Quarterly (If Applicable)	Reported Quarterly
Family Engagement (Family Partnership Agreement, Screenings, Referrals, Contacts)	Quarterly	Reported Quarterly
Continuous Performance Improvement Reviews (CPIR)	Quarterly	Reported Quarterly
Kindergarten Readiness	Once per year (before 9/30)	Considered Quarter 5 data - Reported Annually with Q1 data



Memphis City Council Summary Sheet

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

This is a resolution to transfer G.O. Bond funds from (IS01082) to (IT01005). Also to appropriate funds under Information Technology IT01005 in the amount of \$867,572.

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

Finance Administration

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

Will not change existing ordinance or resolution.

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

All districts.

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

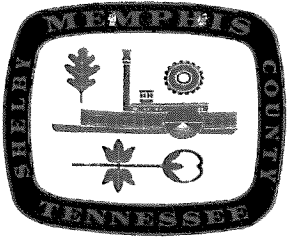
This does not change existing contract.

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

This requires a budget amendment to transfer an allocation and appropriation from IS01082 to IT01005 for Information Technology.

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

N/A



A resolution to transfer G.O. Bond funds from IS01082 to IT01005 to cover the new Treasury Tax Sytem contract

WHEREAS, The City Council did allocate funding toward the New Treasury Tax System in Fiscal Year 2023.

WHEREAS, An additional \$867,572 is required to fully fund the implementation of a New Treasury Tax system.

WHEREAS, The required funding is currently held in CIP project IS01082.

NOW, THEREFORE, BE IT RESOLVED The City Council approves the transfer and appropriation of \$867,572 from IS01082 to IT01005 funded by G.O. Bonds.

A Resolution to Amend the FY24 Budget for the City of Memphis Legislative Division

WHEREAS, the Memphis City Council seeks to restructure the organization of the Legislative Division; and

WHEREAS, due to the unique nature of the operations of the Council office, a restructure of staff in the Council office has been deemed necessary to streamline duties and to better serve the constituents of the City of Memphis.

NOW, THEREFORE BE IT RESOLVED that the Memphis City Council does hereby amend the Legislative Division's FY24 authorized complement from 28 full-time positions to 31 full-time positions, as shown in Exhibit A.

NOW, THEREFORE BE IT FURTHER RESOLVED that the Council office creates 3 new positions, including a legislative analyst, assistant Council attorney, and office and grants administrator.

NOW, THEREFORE BE IT FURTHER RESOLVED that the Legislative Division's FY24 operating budget shall be increased by \$400,000 to the Personnel Services line item.

SPONSOR

JB Smiley, Jr.

CHAIRMAN

Martavius Jones

Resolution to raise the tax rate by \$0.29 for FY24

WHEREAS, the Memphis City Council recognizes the need to provide more continuous financial support to certain funds that significantly contribute to the growth and development to the City of Memphis; and

WHEREAS, the Division of Solid Waste and other City Divisions and organizations that have presented before the Council have informed this body, and the public, of the needs of the community; those needs include an increase in access to affordable housing, a more efficient public transportation system, a cleaner city, and programs for the city’s youth; and

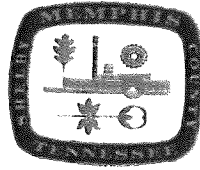
WHEREAS, it is the intent of the Memphis City Council to use its authority to allocate funding to achieve these objectives; based on the current state of Memphis’ economy, it is necessary to increase taxes so as to increase the accessibility and quality of the services that the City of Memphis provides to the public.

NOW, THEREFORE, BE IT RESOLVED that the Memphis City Council hereby increases the tax rate for Fiscal Year 2024 as follows:

Increase tax rate by:	To Fund:
\$0.08	MATA Operations
\$0.04	Affordable Housing Trust Fund
\$0.08	Solid Waste
\$0.04	The creation of an Opportunity Youth Fund
\$0.05	General Fund
Total \$0.29	

Sponsor:
Martavius Jones

PUBLIC SAFETY COMMITTEE



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 3&4, 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.

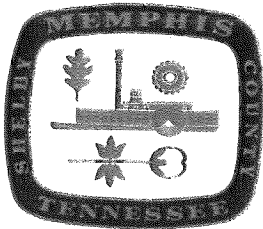
This will require a new contract with A& B Construction, Inc. for Phase 3.

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 Phase 3&4, 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 contract had been agreed upon between the City of Memphis Fire Services and A & B Construction CO. INC., in the amount of \$400,000.00 for the Fire Station Canopy Patio Project Phase 3, and pending contract in the amount of \$427,188 for the Fire Station Canopy Patio Project Phase 4; and

WHEREAS, there is currently an allocation of \$283,762 for Contract Construction in FS23100-Fire Stations Improvement Coverline; and

WHEREAS, it is necessary to allocate and appropriate \$827,188 for Contract Construction FS023102, FS Porch and Canopy Project fund by G.O. Bonds.

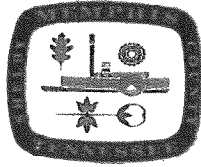
NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Memphis that the Fiscal Year 2023 Capital Improvement Budget be and is hereby amended as hereby amended as follows:

- 1.) From: FS02033 Drill Tower Improvement an allocation of \$543,426 Contract Construction.
- 1.) To: FS23102 FS Porch and Canopy Project an allocation and appropriation of \$543,426 Contract Construction.

BE IT FURTHER RESOLVED, by the City of Memphis is there be and is hereby appropriated the amount of \$827,188 for Contract Construction FS23102, FS Porch and Canopy Project:

Project Title:	FS Porch and Canopy Project
CIP Project Number:	FS23102
Construction Cost:	\$827,188

HCD COMMITTEE



Memphis City Council Summary Sheet

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

Budget resolution to amend FY23 Operating Budget to increase revenue & expenses of Docking Fees from the American Queen to total of \$487,530.00 - the amount already received this year from American Queen Voyages

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.

No

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

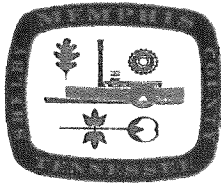
No

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

Budget amendment to increase both Revenues and Expenses of Docking Fees to amended total of \$487,530 (\$387,530.004 increase in Revenue and \$237,530.04 increase in Expenses)

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

Not applicable



A RESOLUTION AMENDING THE FY 2023 OPERATING BUDGET TO ACCEPT AND APPROPRIATE AN INCREASE IN DOCKING FEE REVENUES FROM THE AMERICAN QUEEN AND INCREASE THE EXPENDITURES OF SUCH FEES TO BE PAID FOR THE OPERATION OF BEALE STREET LANDING.

WHEREAS, the docking facilities at Beale Street Landing (“the Facility”) are operated by Memphis River Parks Partnership, a Tennessee nonprofit corporation (“MRPP”), in accordance with City of Memphis contract #15428 for management of riverfront parks and facilities by the Partnership, which was extended until June 30, 2031 by the Council of the City of Memphis on June 19, 2018; and

WHEREAS, the Partnership as the Facility’s operator routinely executes docking agreements with all vessels docking at the Facility, under which the normal per passenger docking fee is Fifteen Dollars (\$15.00); and

WHEREAS, American Queen Voyages, which operates the vessel known as the American Queen, does not have a docking agreement for the Facility with MRPP, but is being allowed to dock at the Facility under the terms of a docking agreement executed by City and Great American Steamboat Company, now doing business as American Queen Voyages, on July 29, 2011 (the “Docking Agreement”), which agreement set the per passenger docking fee as Fifteen Dollars (\$15.00) to be paid by American Queen Voyages to the City (the “Docking Fees”); and

WHEREAS, the Docking Agreement expired in April 2022, but all parties are continuing to operate under its terms until MRPP and American Queen Voyages execute a new docking agreement, which MRPP is actively pursuing; and

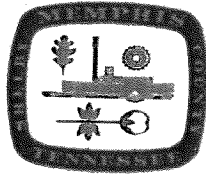
WHEREAS, by resolution approved on March 19, 2019, the City Council of Memphis authorized the distribution of the Docking Fees received by the City to MRPP in recognition of its role as the operator of the Facility, with the understanding that the Partnership will direct the funds towards the operational costs of the docking facilities and to the maintenance and improvement of Beale Street Landing; and

WHEREAS, the Division of Housing & Community Development has received \$487,530.00 in Docking Fees during FY 2023 from American Queen Voyages, and wishes to pay this amount to MRPP in accordance with the resolution described above; and

WHEREAS, it is necessary to amend the FY 2023 Operating Budget to increase the Docking Fee Revenues from the budgeted amount of \$99,999.96 to \$487,530.00, an increase of \$387,830.04, and to increase the Docking Fee expenditures from the budgeted amount of \$249,999.96 to \$487,530.00, an increase of \$237,530.04, such that the revised amount of Revenue and Expenditures both equal the \$487,530.00 of Docking Fees already received from American Queen Voyages;

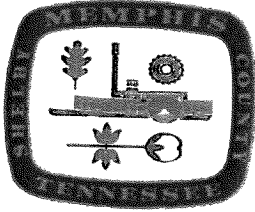
NOW BE IT THEREFORE RESOLVED, by the City Council of Memphis that the FY 2023 Operating Budget be hereby amended as follows:

DOCKING FEES	CURRENT BUDGET	INCREASE	AMENDED BUDGET
Revenues	\$ 99,999.96	\$ 387,530.04	\$ 487,530.00
Expenses	\$ 249,999.96	\$ 237,530.04	\$ 487,530.00



Memphis City Council Summary Sheet

- 1. Description of the Item (Resolution, Ordinance, etc.)**
Resolution to accept the appropriation and allocation of the U.S. Department of Housing and Urban Development (HUD) allocation from the Community Project Fund (CPF) made available by the U.S. of Congress for an Economic Development Initiative in the amount of \$3,000,000.00 for the Division of Housing and Community Development's Historic Melrose Redevelopment Project.
- 2. Initiating Party (e.g. Public Works, at request of City Council, etc.)**
The Division of Housing and Community Development
- 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.**
- 5. State whether this requires a new contract, or amends an existing contract, if applicable.**
New contracts and contract amendments will be required.
- 6. State whether this requires an expenditure of funds/requires a budget amendment.**
Expenditure of funds will be required.
- 7. If applicable, please list the MWBE goal and any additional information needed.**
MWBE information may be applicable once grant/contract is awarded.



Resolution to accept the appropriation and allocation of the U.S. Department of Housing and Urban Development (HUD) allocation from the Community Project Fund (CPF) made available by the U.S. of Congress for an Economic Development Initiative in the amount of \$3,000,000.00 for the Division of Housing and Community Development's Historic Melrose Redevelopment Project.

WHEREAS, in the Consolidated Appropriations Act, 2022, (P.L. 117-103) (the Act), Congress made available "grants for Economic Development Initiatives for the purpose of Community Project Funding/Congressionally Directed Spending." These Project Funding (CPF) awards are administered by the Department of Housing and Urban Development.

WHEREAS, the U S Department of Housing and Urban Development (HUD.) Community Project Fund (CPF) has provided funding to assist with the redevelopment of Historic Melrose High School located at 843 Dallas Street in Memphis, Tennessee; and

WHEREAS, the U. S. Department of Housing and Urban Development requires that all said funding be allocated towards the redevelopment of Historic Melrose High School; and

WHEREAS, it is imperative for the general fund budget to be amended in accordance with Tennessee Constitution Article 2 § 24 TCA §9-1-116, Municipal Budget Law of 1982; and

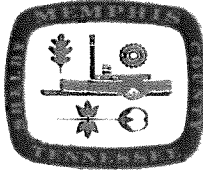
BE IT FURTHER RESOLVED that there be and is hereby accepted and appropriated the amount of \$3,000,000 by federal resources for FY 2023 chargeable to the FY 2023 Operating Budget and credited as follows:

Community Project Funding/Congressional Appropriation – Historic Melrose Redevelopment \$3,000,000.00

Fund: 0221

Project: CD91020 Historic Melrose Project

Award: TBD



Memphis City Council Summary Sheet

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

Resolution to accept an appropriation and allocation of U.S. Department of Treasury ERA2 funding in the amount of \$1,380,585.65 for the Division of Housing and Community Development for affordable housing purposes.

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.

N/A

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

Various council districts and super districts will be impacted.

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

New contracts will be required.

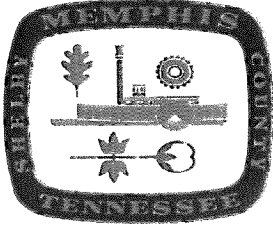
6. State whether this requires an expenditure of funds/requires a budget amendment

Expenditure of funds will be required.

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

Not applicable to MWBE goals.

Resolution-Division of Housing and Community Development



RESOLUTION to accept the appropriation and allocation of ERA2 funding through the Department of Treasury in the amount of \$1,380,585.65 for the Division of Housing and Community Development's efforts to develop affordable housing in response to the pandemic.

WHEREAS, the U.S. Department of Treasury through the Emergency Rental and Utility Assistance Fund, has provided payments to assist State, Local, and Tribal governments in navigating the impact of the COVID-19 outbreak on rental and utility delinquency; and

WHEREAS, the U.S. Department of Treasury allows for the use of ERA2 funds for eligible affordable rental housing purposes that include the construction, rehabilitation, or preservation of affordable rental housing projects serving very low income families; and

WHEREAS, the City of Memphis Division of Housing and Community Development has received a reallocation from the U.S. Department of Treasury in the amount of \$1,380,585.65 to allocate towards affordable rental housing purposes; and

WHEREAS, guidance from the US Department of Treasury as of October 1, 2022, states that local government is authorized to use the funds for affordable rental housing purposes; and

WHEREAS, the COVID19 pandemic has disrupted the national and local economy, resulting in an inability for some households to have housing instability; and

WHEREAS, the City of Memphis Division of Housing and Community Development desires to increase the number of affordable rental housing units; and

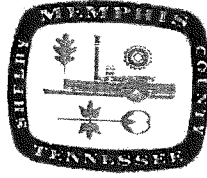
WHEREAS, the creation or preservation of affordable housing units must be aligned with other programs that serve very low income families and be maintained as such for a minimum of twenty years; and

WHEREAS, it is imperative for the general fund budget be amended in accordance with Tennessee Constitution Article 2 § 24, TCA § 9-1-116, Municipal Budget Law of 1982.

NOW, THEREFORE BE IT RESOLVED, that the following unbudgeted necessary expenditures to be incurred for actions taken in response to the public health emergency be approved as allocated from the U.S. Department of Treasury funding in the amount of \$1,380,585.65 as follows:

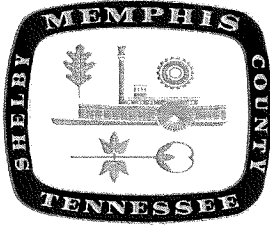
Treasury Emergency Rental Assistance Program 2021	\$1,380,585.65
Fund: 0221 HCD Grants	
Project: CD91008 Treasury ER Utility & Rental Assistance Fund 2020	
Award: 13182	

PARKS COMMITTEE



Memphis City Council Summary Sheet

- 1. Description of the Item (Resolution, Ordinance, etc.)**
Memphis Parks resolves to enter a management agreement with Knowledge Quest for the space known as "HeadStart building" at Gaston Community Center.
- 2. Initiating Party (e.g. Public Works, at request of City Council, etc.)**
Parks Division
- 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 6, super district 8
- 5. State whether this requires a new contract, or amends an existing contract, if applicable.**
Requires new contract
- 6. State whether this requires an expenditure of funds/requires a budget amendment**
No budget amendment.
- 7. If applicable, please list the MWBE goal and any additional information needed**
N/A



***Resolution approving a Management Agreement
between the City of Memphis through its Division of Parks and
Knowledge Quest, to manage, operate, and program the former
Headstart building at Gaston Community Center.***

WHEREAS, the City of Memphis, through Memphis Parks, owns and operates Gaston Community Center and Gaston Park located at 1046 South 3rd Street; and

WHEREAS Knowledge Quest has a history of providing community services and philanthropic investment for youth and family development programming occurring within Gaston Park's Head Start Building and Gaston Community Center totaling \$1,500,000 annually; and

WHEREAS, the City, and Knowledge Quest have a mutual interest in supporting Memphis youth in participation of personal development and recreational activities, particularly at the City of Memphis Headstart Building and at the Gaston Community Center; and

WHEREAS, the close association of Knowledge Quest with Parks makes it prudent and beneficial to have this Agreement, detailing the responsibilities, authority, and the relationship of Knowledge Quest and Parks;

WHEREAS, the City of Memphis desires to enter a Management Agreement with Knowledge Quest to manage, operate and program the former Headstart Building at Gaston Park with a term of five (5) years with an option to extend for two (2) additional five (5) -year periods, subject to mutual agreement of the parties, evidenced in writing.

WHEREAS, City of Memphis Ordinance No. 4763, Article 1, Section 23-1(d) requires the Council of the City of Memphis to approve all Management Agreements for Parks facilities; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that this Management Agreement between the City of Memphis and Knowledge Quest for management, operations and programming of the Headstart Building at Gaston, as agreed to by the parties, is hereby approved in accordance with the terms set forth therein outlining committed operational, financial, and other stipulated criteria as to both parties in the approved agreement.

DRAFT

**MANAGEMENT AGREEMENT BETWEEN
THE CITY OF MEMPHIS, TENNESSEE AND KNOWLEDGE QUEST**

This Management Agreement is entered as of the date of execution by and between the City of Memphis, Division of Park Services (hereafter “City” or “Park Services”) and **Knowledge Quest**.

RECITALS

WHEREAS, the City owns and operates City of Memphis parks and recreational facilities; and

WHEREAS, Knowledge Quest, Inc. (“Knowledge Quest”) is an independently funded 501(c)(3) with a mission of responding to community needs of Memphis families and which has been the exclusive user of Gaston Park’s “Head Start Building” and primary community partner user for Gaston Community Center investing \$125,000 in furnishings and equipment, \$30,000 for upgrades to stage and investing over \$750,000 annually in programming expenses for more than ten years for the purpose of directing and coordinating year-round youth and family programming; and Attached Exhibit A indicates areas of Head Start Building, Community Center, and Library.

WHEREAS, Knowledge Quest is prepared to expand services and has generated five years of philanthropic investment for youth and family development programming occurring within Gaston Park’s Head Start Building and Gaston Community Center totaling \$1,500,000 annually; and

WHEREAS, the City, through its Division of Park Services, and Knowledge Quest have a mutual interest in supporting Memphis youth in participation of personal development and recreational activities, particularly at the City of Memphis “Head Start Building” and at the Gaston Community Center; and

WHEREAS, Parks desires to extend its official partnership with Knowledge Quest; and

WHEREAS, the close association of Knowledge Quest with Parks makes it prudent and beneficial to have this Agreement, detailing the responsibilities, authority, and the relationship of Knowledge Quest and Parks;

NOW THEREFORE, for and in consideration of the promises herein, the undersigned agree as follows:

SECTION 1 – TERM & CONDITIONS

1.01. INITIAL TERM AND RENEWAL PERIOD. This Agreement shall not be binding upon the parties until it has been signed first by Knowledge Quest and then by the authorized representatives of the City in accordance with applicable ordinances, laws and regulations.

The Initial Term of this Agreement shall commence beginning June 1, 2023, and shall end on June 30, 2028, or until all services herein have been provided to the City ("Initial Term").

The City and Knowledge Quest shall have the option to extend the Initial Term for two (2) additional five (5) -year periods (the "Option Period"), subject to mutual agreement of the parties, evidenced in writing. The Initial Term and the exercised Option Periods are collectively referred to hereinafter as the "Term."

1.02. TERMINATION. This Agreement may be terminated with or without cause by either party by providing written notice within one hundred and twenty (120) days of such termination or within thirty (30) days for failure to maintain insurance in accordance with Section 5.01.

SECTION 2 – OPERATIONS

2.01. ACCESS TO SPACE

A. Knowledge Quest shall have full access to the Head Start Building.

B. Parks shall furnish two (2) sets of keys to the Head Start Building to Knowledge Quest administration.

C. City of Memphis, through its Parks Division, will continue to manage all facilities and programs at the Gaston Community Center. Parks Division will grant Knowledge Quest sole access to three upstairs program rooms for the purpose of a computer lab, science lab and multi-purpose room Monday through Friday 3-6pm. Upstairs program rooms will not be available for public use outside of these hours. Knowledge Quest will have access to one room to the right of the stage Monday through Friday 3-6pm; this room will remain available for public programs outside of this timeframe.

As an key partner in the establishment and improvement of a high quality performing arts stage at Gaston Community Center, Knowledge Quest has a specific interest in the preservation of this community space. Knowledge Quest will continue to serve as a primary steward of the Gaston Community Center stage. Stage space will be available for use for supervised parks programs and rentals. Parks will provide Knowledge Quest a right of first refusal for stage space. Knowledge Quest will have shared access to the gym from 3pm-6pm Monday through Friday.

Parks will operate a youth meal program at Gaston Community Center in partnership with YMCA. All youth, including participants of Knowledge Quest programs, can access meals through this program. Parks will be responsible for maintaining meal program availability for all youth and offering related training to Knowledge Quest staff. Knowledge Quest will be responsible for requiring minimum one staff member to become trained for the meal program and provide assistance as needed in distribution of meals during peak times.

Knowledge Quest may access other spaces at the community center, including meeting space and fitness space, as available and at the discretion of Parks staff. Knowledge Quest shall provide to the Parks Division a quarterly request of space at Gaston Community Center, to include times and dates requested outside of the standard 3pm-6pm Monday-Friday arrangement. Parks will make reasonable effort to accommodate each request as long as activities are compatible with existing facility and program functions executed by the Parks Division. Parks will waive park rental fees for events and programs planned and hosted by Knowledge Quest for a maximum of (12) dates annually. Other programs and events beyond this will require a facility rental fee.

2.02. SERVICES. In an effort to accommodate and provide activities and services consistent with the mission and vision of the City and the mission of Knowledge Quest, Knowledge Quest agrees to leverage cost-free usage of City buildings by fundraising efforts through outside resources toward the provision of youth and family development programming through the following strategic programs: Knowledge Quest Early Childhood Academy; Extended Learning Academies; Family Stability Centers; and Green Leaf Learning Farm. These services will include a minimum of 500 families being served annually through the Head Start Building and up to 125 youth served daily through the Gaston Community Center. Knowledge Quest will also leverage the resources and programming services of outside partners to further serve the public and provide additional services under the aforementioned program banners. All services will be open to the general public with extensive marketing efforts to neighborhood schools and residents living in the immediate vicinity of Gaston Community Center.

2.03. PROGRAM MONITORING. Knowledge Quest shall provide the City an annual report reflecting the number of participants for each program activity as well as the level of services provided by December 31 annually.

2.04. PUBLIC ACCESS. Knowledge Quest agrees that the Head Start Building and other spaces it may utilize pursuant to this Agreement shall be open to the public and that no person shall be denied access to services except on the basis of improper behavior, failure to adhere to rules, safety, engaging in illegal activities, or failure to satisfy program participation requirements.

SECTION 3 – MAINTENANCE

3.01. MAINTENANCE. Knowledge Quest shall be responsible for the operation of the Head Start Building which shall include, without limitation, providing and paying for the following services:

- a. Program Services
- b. Telephone Services
- c. Trash Removal
- d. Pest Control and Termite Services
- e. General Housekeeping
- f. Facility Cleaning
- g. Electronic Fire Protection and Security System
- h. Routine Preventive Maintenance and Repairs
- i. All operating materials and supply costs

3.02. ROUTINE (MINOR REPAIRS) PREVENTIVE MAINTENANCE AND REPAIRS. The City represents as of the date of execution of this Agreement, all structure, equipment, HVAC, plumbing, roofing and electrical systems at the Head Start Building shall be in good working condition. Thereafter, Knowledge Quest shall be responsible for Routine Preventive Maintenance and Repairs which shall include, but not be limited to, general incidental repairs, carpentry, replacement of HVAC filters and belts, minor roofing repairs and plumbing, provided that such repairs do not exceed \$10,000 per event. Knowledge Quest shall not utilize City General Services for these repairs. General Services will conduct a preventative maintenance inspection two (2) times per year. Any such repairs in excess of \$10,000 shall be the obligation of the City, with no deductible to Knowledge Quest.

3.03. NON-ROUTINE (MAJOR REPAIRS) CAPITAL MAINTENANCE. The City shall be responsible for all non-routine capital maintenance repairs which shall include, but not be limited to, the repair or replacement of the structure, equipment, roof, boilers, chillers, major fixtures (i.e. toilets, sinks, floors, walls, etc.), HVAC system, plumbing and electrical. In the event of major damage sustained at the Head Start building, the City reserves the right to determine in its own discretion if said facility will be fully restored and shall not be deemed in breach of this Agreement should the City determine not to restore said facility.

3.04. GROUNDS MAINTENANCE. Grounds Maintenance shall be covered by City and will include any cutting, trimming, pruning, planting, or removal of debris.

3.05 GASTON COMMUNITY CENTER. The City shall be responsible for all routine maintenance and repairs and capital maintenance at Gaston Community Center.

3.06. REPAIRS BY THE CITY. Upon thirty (30) days written notice to Knowledge Quest, the City reserves the right to make any repairs or undertake any maintenance it deems necessary to preserve the integrity of the Head Start Building based upon Knowledge Quest's failure to comply with Section 3.02 set forth herein. In the event that the City is required to undertake such action, all resulting costs shall be invoiced to Knowledge Quest for immediate payment.

3.07. EMERGENCY REPAIRS BY KNOWLEDGE QUEST. After reasonable notice to the City of an emergency, should the City fail to undertake its repair obligations as set forth herein, Knowledge Quest is hereby authorized to make such repairs or engage the services of a third party to provide such repair service. The parties agree that reasonable notice to the City shall depend upon the nature of the emergency and that Knowledge Quest shall invoice the City for all resulting

reasonable costs to Knowledge Quest. Notwithstanding the foregoing, the City shall have no obligation to reimburse Knowledge Quest in the event Knowledge Quest fails to provide notice to the City as required herein.

3.08. UTILITIES. City shall be responsible for the payment and provision of utilities, water, sewer and all utility related costs for Head Start Building and Gaston Community Center.

3.09. SURRENDER OF LEASE PREMISES. Upon the expiration of this Agreement or if terminated sooner, Knowledge Quest shall deliver the Head Start Building to the City in good condition, reasonable use, wear, and tear accepted.

3.10. RIGHT OF ENTRY AND QUIET ENJOYMENT. The City reserves the right to enter the Head Start Building at reasonable times and upon reasonable notice to Knowledge Quest to make any repairs the City deems necessary. Notwithstanding the foregoing, the City covenants that Knowledge Quest shall peaceably hold and enjoy the Head Start Building, subject to the terms of this Agreement, provided that Knowledge Quest is not in default hereunder.

3.10. OWNERSHIP OF THE PROPERTY AND IMPROVEMENTS. Knowledge Quest agrees that any and all improvements thereto, paid for in whole or in part by Knowledge Quest, shall become the property of the City upon the expiration or termination of this Agreement. Knowledge Quest further acknowledges that the Head Start Building shall remain the property of the City of Memphis and that Knowledge Quest shall not mortgage or encumber the land. Knowledge Quest shall not install any fixtures or make any substantial alterations or additions in or about the premises of the Gaston Community Center without the prior written approval of the City.

SECTION 4 – AUDITS AND INSPECTION

4.01. SITE INSPECTIONS. The City shall have the right, through its authorized employees or agents, to inspect the premises from time to time to determine if it is being operated and maintained in accordance with this Agreement. Upon reasonable notice to Knowledge Quest, the City will be allowed ready entry and access to each facility to conduct such inspections.

4.02. BOOKS AND RECORDS. The City reserves the right to inspect and audit the records of Knowledge Quest that specifically relate to Knowledge Quest's performance under this Agreement. Knowledge Quest agrees to make such records open and available for examination during regular business by the City or its representatives for the purposes of inspecting, auditing, verifying or copying the same or making extracts therefrom. Knowledge Quest shall make and keep said records for a period of three (3) years after completion of its contractual obligations under this Agreement. In the event any litigation, claim or audit is instituted prior to the expiration of the required retention period, such records shall be retained until such litigation, claim or audit finding has been resolved

Knowledge Quest's activities conducted pursuant to this Agreement shall be subject to monitoring and evaluation by the City, the state, the federal government or their duly appointed agents or employees. Upon reasonable written notice, Knowledge Quest shall permit the City, any other governmental entity, any agency participating in the funding of this Agreement, or any

of their duly authorized representatives, to enter Knowledge Quest's offices, during regular business hours, to interview employees and to inspect and/or copy said records and books of accounts together with any and all documents pertaining hereto that may be kept, maintained or possessed by Knowledge Quest except for records related to profits and margins. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places.

4.03. ACCOUNTING REPORTS. Knowledge Quest shall provide the City with annual reports on the use and operations of the Head Start Building. Upon request, Knowledge Quest shall provide the City with audited annual financial statements of Knowledge Quest, prepared in accordance with GAAP, within nine (9) months following each fiscal year ending February 28, and at the same time each fiscal year thereafter.

SECTION 5 – INSURANCE

5.01. INSURANCE. See insurance requirements attached hereto as Exhibit B and incorporated herein as if stated verbatim within the Agreement.

SECTION 6 – REPRESENTATIONS AND WARRANTIES

6.01. ORGANIZATION STATUS AND AUTHORITY. Knowledge Quest represents and warrants that it is a corporation, limited liability company, partnership, or other entity duly organized, validly existing and in good standing under the laws of the State of Tennessee; it has the power and authority to own its properties and assets and is duly qualified to carry on its business in every jurisdiction wherein such qualification is necessary.

The execution, delivery and performance of this Agreement by Knowledge Quest has been duly authorized by all requisite action and will not violate any provision of law, any order of any court or other agency of government, the organizational documents of Knowledge Quest, any provision of any indenture, agreement or other instrument to which Knowledge Quest is a party, or by which Knowledge Quest's respective properties or assets are bound, in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets.

Each person executing this Agreement represents that he/she is lawfully authorized to sign the Agreement on behalf of the party he/she represents and execution of the Agreement was duly and regularly authorized by the party's governing body.

6.02. COVENANT AGAINST CONTINGENT FEES. Knowledge Quest represents that it has not employed or retained any company or person other than a *bona fide* employee working solely for Knowledge Quest, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a *bona fide* employee working solely for Knowledge Quest any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation

of this provision/warranty, the City shall have the right to recover the full amount of such fee, commission, percentage, brokerage fee, gift, or other consideration.

SECTION 7 – GENERAL TERMS AND CONDITIONS

7.01. AMENDMENT. This Agreement may be modified or amended only by a written amendment executed by all parties hereto and approved by the appropriate City officials in accordance with applicable laws and regulations.

7.02. ASSIGNMENT, SUBCONTRACTING, or TRANSFER. Knowledge Quest shall not subcontract, assign, delegate or transfer all or part of its rights, responsibilities, or interest under this Agreement without the prior written consent of the City. Any purported assignment, transfer, or delegation in violation of this Section shall be voidable by the City. No subcontracting, assignment, delegation or transfer shall relieve Knowledge Quest from performance of its duties hereunder; neither shall the City be responsible for the fulfillment of Knowledge Quest's obligations to its transferors or subcontractors. Upon request of the City, the subcontracting, assigning, delegating or transferring party shall provide all documents evidencing the transfer. At any time, the City may, in its sole discretion, revoke its prior approval of a subcontractor and direct Knowledge Quest to replace such subcontractors or perform the services that were being performed by such subcontractor if the City finds in its reasonable judgment that (i) such subcontractor's performance is materially deficient or otherwise unacceptable to the City; (ii) good faith doubts exist concerning the subcontractor's ability to render future performance because of changes in the subcontractor's ownership, management, financial condition, or otherwise; or (iii) there have been one (1) or more material misrepresentations by or concerning the subcontractor. The City reserves the right to terminate the Agreement if Knowledge Quest, in whole or in part, is acquired by another entity during the term of this Agreement. In the event Knowledge Quest is allowed to sublet any part of the Agreement, Knowledge Quest shall be as fully responsible to the City for the acts and omissions of the subcontractor and the subcontractor's employees, as Knowledge Quest is responsible for the acts and omissions of Knowledge Quest's own employees.

7.03. AUDITS. See RECORDS.

7.04. CITY LIABILITY. The City shall have no liability except as specifically provided in this Agreement. The City, by execution of this Agreement, assumes no liability for damages caused to persons or property by reason of Knowledge Quest providing services herein or for injury to any employee, agent or subcontractor of Knowledge Quest performing under this Agreement.

7.05. KNOWLEDGE QUEST PERSONNEL. Knowledge Quest certifies that it presently has adequate qualified personnel to perform all services required under this Agreement and that all services performed under this Agreement shall be supervised by Knowledge Quest. Knowledge Quest will make its personnel aware of and cause them to comply with the City's policies that have been

made known to Knowledge Quest while performing pursuant to this Agreement. Knowledge Quest further represents that all of its employees assigned to perform any services hereunder shall have such knowledge and experience as required to perform the duties assigned to them. Any employee of Knowledge Quest who, in the opinion of the City, is incompetent, whose conduct becomes detrimental to the services, or whom the City deems to be unsatisfactory for any reason, shall immediately be removed from association with the services hereunder per the City's request. Upon such request, Knowledge Quest shall use all reasonable efforts to promptly replace such employee(s) with substitute employee(s) having appropriate skills and training. Knowledge Quest is responsible for the acts or omissions of its personnel under or relating to this Agreement.

Knowledge Quest shall be solely liable and responsible for providing all employee compensation and benefits to, or on behalf of, all persons performing services pursuant to this Agreement. The City shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, health, welfare and disability benefits, federal and local taxes, or other compensation, benefits or taxes for any personnel provided on behalf of Knowledge Quest. In addition, Knowledge Quest shall be solely liable and responsible for any and all workers' compensation benefits to any person as a result of injuries arising from or connected with any services performed by or on behalf of Knowledge Quest pursuant to this Agreement.

7.06. CONFIDENTIALITY. Subject to the open records laws of the State of Tennessee, while performing under this Agreement, the parties may gain access to proprietary and/or confidential information that, if disclosed to third parties, may be damaging to each other. The parties agree not to disclose such information to third parties and shall take all reasonable steps to prevent unauthorized access to any of each other's confidential and proprietary information. Such information shall include, but shall not be limited to, materials considered to be confidential information as a matter of law (*e.g.*, personnel records), and shall also include (i) all materials in any form developed or created by each party related to funding and financial and business information; (ii) all information owned, possessed or used by a party, which is communicated to, learned, developed or otherwise acquired by that party in the performance of this Agreement; (iii) the terms, conditions and pricing contained herein; and (iv) any other information that has been advised by a party is confidential, privileged or proprietary. Confidential information, as used in this Agreement, shall not include (i) information in a party's possession prior to disclosure; (ii) information generally available to the public or that becomes available to the public through a source other than a party under this agreement, or (iii) information that was rightfully obtained by a party from a third party who is under no obligation of confidentiality to either party to this Agreement with respect to such information. Each party agrees that it will accept and hold confidential information obtained from each other in confidence at all times during and after termination of this Agreement. A party shall neither use nor disclose such information, except as provided in this Agreement or as required by law, without the prior written permission of affected party.

Subject to the open record laws of the State of Tennessee, each party acknowledges and agrees that a breach of this section may cause the affected party irreparable injury and damage; therefore, each party expressly agrees that the affected party shall be entitled to seek injunctive

or other equitable relief in any court of competent jurisdiction to prevent or otherwise restrain a breach of this Agreement. Each party agrees that it will disclose confidential information only to those employees who have a right and need to know, and shall require its employees, agents, and subcontractors to comply with the requirements of this provision.

7.07. CONFLICT OF INTEREST. Neither party shall engage in any conduct or activity in the performance of this Agreement that constitutes a conflict of interest under applicable federal, state or local laws, rules and regulations. Knowledge Quest covenants that it has no public or private interest, and shall not acquire any interest, directly or indirectly, which would conflict in any manner with the performance required under this Agreement, and Knowledge Quest covenants that no gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by Knowledge Quest or any agent or representative of Knowledge Quest, to any officer, official, agent or employee of the City, in an effort to secure the Agreement or favorable treatment with respect to any determinations concerning the performance of the Agreement. Knowledge Quest warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of the City as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Knowledge Quest in connection with anything contemplated or performed relative to this Agreement. For breach or violation of this provision, the City shall have the right to recover or withhold the full amount of such gratuities.

7.08. COUNTERPARTS. This Agreement may be signed in multiple counterparts and/or counterpart signature pages, each of which shall be deemed an original, and all of which when taken together shall constitute one and the same instrument.

7.09. COVENANT AGAINST CONTINGENT FEES. Knowledge Quest represents that it has not employed or retained any company or person other than a *bona fide* employee working solely for Knowledge Quest, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a *bona fide* employee working solely for Knowledge Quest any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this provision/warranty, the City shall have the right to recover the full amount of such fee, commission, percentage, brokerage fee, gift, or other consideration.

7.10. DEBARRED OR SUSPENDED ENTITIES. By signing this Agreement, Knowledge Quest certifies that it is not presently listed by any federal agency as debarred, suspended, or proposed for debarment from any federal contract activity. If during the term of this Agreement this information changes, Knowledge Quest shall notify the City without delay. Such notice shall contain all relevant particulars of any debarment, suspension, or proposed debarment.

7.11. DISPUTE RESOLUTION. In the event of any dispute, controversy, or claim arising out of or relating to this Agreement or the breach thereof, the parties agree that they shall first use their best efforts in an attempt to settle the dispute through negotiations involving themselves or their representatives as they each deem appropriate. Any dispute concerning a question of fact in

connection with this Agreement between Knowledge Quest and the City shall be referred in successive order for resolution, first to the City's Chief Legal Officer/City Attorney, and secondly, to the Mayor of the City of Memphis, whose decision regarding the City's position as to the same shall be final.

7.12. DRAFTER. This Agreement is the result of arm's-length negotiations between the parties and shall be construed to have been drafted by all parties such that any ambiguities in this Agreement shall not be construed against either party.

7.13. DUE DILIGENCE AND NON-RELIANCE. Knowledge Quest represents that it has had opportunity to conduct, and has conducted, due diligence with respect to this Agreement, and all other items and conditions it deems necessary to conclude this Agreement, and Knowledge Quest represents that it has not relied upon any written or oral statement of the City or its employees, directors, officers, consultants, attorneys or any elected or appointed officials in executing this Agreement.

7.14. EMPLOYMENT OF CITY WORKERS. Knowledge Quest shall not engage, on a full-time, part-time or any other basis during the term of this Agreement, any professional or technical personnel who are or have been at any time during the term of this Agreement in the employment of the City.

7.15. EMPLOYMENT OF ILLEGAL IMMIGRANTS. Knowledge Quest hereby certifies to comply with all applicable federal and state laws prohibiting the employment of individuals not legally authorized to work in the United States. Knowledge Quest shall not knowingly (i) utilize the services of illegal immigrants; or (ii) utilize the services of any subcontractor who will utilize the services of illegal immigrants in the performance of the contract. In the event Knowledge Quest fails to comply with any and all local, state and federal laws prohibiting the employment of individuals not legally authorized to work in the United States, this Agreement may be canceled, terminated or suspended in whole or in part by the City, and Knowledge Quest may be prohibited from contracting to supply services to the City for a period of one (1) year from the date of discovery of the usage of illegal immigrant services in the performance of a contract with the City.

7.16. ENTIRE AGREEMENT. This Agreement, together with all exhibits, attachments, and addendums hereto (if applicable), constitutes the full and final understanding of the parties with respect to the subject matter hereof and supersedes and replaces any and all prior or contemporaneous agreements or understandings, whether written or oral, express or implied, between the parties with respect to the subject matter of the Agreement.

7.17. FORCE MAJEURE. Neither the City nor Knowledge Quest shall be deemed in default hereunder, nor shall either be responsible for any delay, interruption, or cessation in the performance of its obligations under this Agreement where such failure of performance is the result of any *force majeure* event, including, but not limited to, acts of God, riots, wars, strikes, epidemics, pandemics, acts, governmental authorities or acts of nature or other similar cause beyond its control. Both shall put forward its best efforts to mitigate any delay, interruption, or

cessation in the performance of its obligations under this Agreement related to said *force majeure* event.

7.18. GENERAL COMPLIANCE WITH LAWS. If required, Knowledge Quest certifies that it is qualified or will take steps necessary to qualify to do business in the State of Tennessee and that it will take such action as, from time to time, may be necessary to remain so qualified and shall obtain, at its own expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Agreement. Such permits and licenses will be made available to the City upon request.

Knowledge Quest is assumed to be familiar with and agrees that at all times it will observe and comply with all applicable federal, state, and local laws, ordinances, and regulations in any manner affecting this Agreement. The preceding shall include, but is not limited to, compliance with all Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety and Health Administration (OSHA) requirements, and the Americans with Disabilities Act (ADA). Knowledge Quest shall promptly notify the City of any conflict discovered between the Agreement and any applicable laws, rules, regulations, and/or permits and licenses, and await resolution of the conflict.

7.19. GOVERNING LAW. The terms and conditions of this Agreement shall be construed in accordance with and governed by the laws of the State of Tennessee. All actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this Agreement shall be instituted and litigated in the courts of the State of Tennessee, located in Shelby County, Tennessee, without regard to conflicts of laws principles. In accordance herewith, the parties to this Agreement submit to the jurisdiction of the courts of the State of Tennessee located in Shelby County, Tennessee.

7.20. HEADINGS. Titles, articles, and/or section headings to the provisions herein are for reference purposes only and will be disregarded completely in the interpretation and validity of this Agreement or any of its terms.

7.21. INDEMNIFICATION. Knowledge Quest shall indemnify, defend (until or unless determined by court that Knowledge Quest is not at fault), save and hold harmless the City and its officers, agents and employees from and against any and all claims, losses, demands, suits, actions, penalties, damages (consequential or otherwise), settlements, costs, expenses, or other liabilities of any kind and character, including without limitation attorney fees and litigation expenses, arising out of or in connection with the performance of this Agreement by Knowledge Quest, its employees, subcontractors, or agents or the breach of this Agreement by Knowledge Quest, its employees, subcontractors or agents. This obligation shall survive the expiration or termination of this Agreement. Neither Knowledge Quest nor any employees of Knowledge Quest shall be liable under this section for damages arising out of injury or damage to persons or property directly caused by the negligence of the City or any of its officers, agents, or employees.

Knowledge Quest expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Knowledge Quest shall in no way limit Knowledge

Quest's responsibility to indemnify, defend (until or unless determined by court that Knowledge Quest is not at fault), save and hold harmless the City or its elected or appointed officials, officers, employees, agents, assigns, and instrumentalities as herein required.

The City reserves the right to appoint its own counsel regarding any matter defended hereunder. Knowledge Quest acknowledges that the City has no obligation to provide legal counsel or defense to Knowledge Quest, its employees or subcontractors in the event that a suit, claim or action of any character is brought by any person not a party to this Agreement against Knowledge Quest as a result of or relating to obligations under this Agreement. The City shall have no obligation for the payment of any judgments or the settlement of any claims asserted against Knowledge Quest or its subcontractors or employees as a result of or relating to Knowledge Quest's obligations hereunder. Knowledge Quest shall immediately notify the City c/o Chief Legal Officer/City Attorney; 125 North Main Street, Room 336; Memphis, TN 38103, of any claim or suit made or filed against Knowledge Quest or its subcontractors regarding any matter resulting from or relating to Knowledge Quest's obligations under this Agreement and agrees to cooperate, assist and consult with the City in the defense or investigation thereof.

7.22. INDEPENDENT CONTRACTORS. Nothing in this Agreement shall be deemed or construed to represent that Knowledge Quest, or any of Knowledge Quest's employees or agents, are the agents, representatives, or employees of the City. Knowledge Quest acknowledges that it is an independent contractor over the details and means for performing this Agreement. Anything in this Agreement which may appear to give the City the right to direct Knowledge Quest as to the details of the performance of its obligations hereunder or to exercise a measure of control over Knowledge Quest is solely for purposes of compliance with applicable local, state and federal regulations and means Knowledge Quest will follow the desires of the City only as to the intended results of the scope of this Agreement.

It is further expressly agreed and understood by Knowledge Quest that neither it nor its employees or agents shall hold themselves out contrary to the terms of this paragraph, and the City shall not be liable for any representation, act or omission of Knowledge Quest contrary to the provisions hereof.

7.23. NONDISCRIMINATION. Knowledge Quest hereby agrees to abide by, to take affirmative action to ensure that, and to comply with Title VI and Title VII of the Civil Rights Act of 1964 and all other federal, state or local laws prohibiting discrimination, which provide in whole or in part, that no person shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement or in Knowledge Quest's employment practices on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, state or statutory law. Knowledge Quest shall, upon request, show proof of such nondiscrimination, and shall post in conspicuous places available to all employees and applicants notices of nondiscrimination. In the event

Knowledge Quest fails to comply with the City's nondiscrimination policy and any and all other laws prohibiting discrimination, this Agreement may be canceled, terminated or suspended in whole or in part by the City.

The City reserves the right to investigate any claims of illegal discrimination by Knowledge Quest and in the event a finding of discrimination is made and upon written notification thereof, Knowledge Quest shall take all necessary steps to cure and rectify such action to the reasonable satisfaction of the City. Knowledge Quest's failure or refusal to do so shall be cause for termination of this Agreement in accordance with the terms of this Agreement.

7.24 NOTICES:

All notices and other communication required or permitted to be given hereunder shall be in writing and shall be deemed received and effectively given as follows: delivered (i) if via certified U.S. Mail, on the date of receipt appearing on a return receipt card, postage prepaid (ii) if via overnight courier, on the date receipt is confirmed by such courier service (iii) if by hand delivery, on the date of delivery. All notices must be addressed to the respective party at the following addresses or to such other person or address as either party may designate in writing and deliver as provided herein:

If to the City:

Memphis Parks
Attn: Tiffany McCollins, Youth and Family Administrator
2599 Avery Ave.
Memphis, Tennessee 38112

With Copy to: Chief Legal Officer/City Attorney
125 N. Main Street, Room 336
Memphis, Tennessee 38103

If to Knowledge Quest: Knowledge Quest
Attn: Marlon Foster, Chief Executive Officer
P.O. Box 2119
Memphis, TN 38101

7.25. PUBLIC RECORDS. Notwithstanding anything to the contrary contained herein or within any other document supplied to Knowledge Quest, Knowledge Quest understands and acknowledges that the City is a governmental entity subject to the Tennessee Public Records Act, and any

reports, data, or other information supplied to the City regarding this Agreement may be subject to disclosure as a public record in accordance with the laws of the State of Tennessee.

7.26. RELATIONSHIP OF PARTIES. This Agreement does not and shall not be construed to create a partnership or joint venture between the parties hereto. Knowledge Quest is performing its obligations hereunder as an independent contractor and not as the City's agent or employee. Knowledge Quest will not hold itself out contrary to the terms of this paragraph and the City will not become liable for any representation, act, or omission of Knowledge Quest contrary to the provisions hereof.

7.27. REMEDIES CUMULATIVE. All remedies available to the City herein are cumulative and shall be in addition to all other rights and remedies provided by law. The termination, expiration, or suspension of this Agreement shall not limit the City from pursuing other remedies available at law or in equity.

7.28. SEVERABILITY. If any terms or provisions of this Agreement are held to be unlawful, invalid or unenforceable under any present or future laws, such provision shall be fully severable; and this Agreement shall then be construed and enforced as if such unlawful, invalid or unenforceable provision had not been a part hereof. The remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such unlawful, invalid or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such unlawful, invalid, or unenforceable provision, there shall be added as a part of this Agreement, upon good-faith negotiation by the parties, a provision as similar in terms to such unlawful, invalid or unenforceable provision as may be possible, and still be legal, valid and enforceable. Parties acknowledge that some Agreement provisions may be inapplicable to the scope of work that are germane to this Agreement. Parties waive no rights or remedies where the provisions are applicable.

7.29. SURVIVAL. The parties hereto acknowledge that provisions that require or contemplate performance or observance after expiration or termination of this Agreement shall survive the expiration or termination of this Agreement and continue in full force and effect.

7.30. TERMINATION: Termination of this Agreement may be with or without cause as set forth herein:

1. It shall be cause for the termination of this Agreement if, after its execution, the City determines that either:

- a. Knowledge Quest or any of its principals, partners or corporate officers, if a corporation, including the corporation itself, has pleaded nolo contendere, or has pleaded or been found guilty of a criminal violation, whether state or federal, involving, but not limited to, governmental sales or purchases, including but not limited to misappropriation of government funds, or any other collusive and illegal activity pertaining to governmental contracting; or
 - b. Knowledge Quest subcontracted, assigned, delegated, or transferred its rights, obligations or interests, voluntarily or involuntarily, under this Agreement without the City's consent or approval; or
 - c. Knowledge Quest has filed for bankruptcy, has been adjudicated bankrupt, become insolvent or made an assignment for the benefit of creditors, or a receiver or similar officer is appointed to take charge of all or part of Knowledge Quest's assets.
2. This Agreement may be terminated with or without cause by either party by providing written notice within one hundred and twenty (120) days of such termination.
3. This Agreement may be terminated within fifteen (30) days of Knowledge Quest's failure to maintain insurance in accordance with this Agreement.
3. The City may cancel/terminate this Agreement, in whole or in part, upon providing written notice to Knowledge Quest of the City's intention to terminate the Agreement as a result of Knowledge Quest's material failure to provide the services specified under this Agreement or in violation(s) of any of the terms herein, and Knowledge Quest has failed to cure such breach within ten (120) calendar days of such notice.
4. Notwithstanding the foregoing or any section herein to the contrary, Knowledge Quest shall not be relieved of liability to the City for damages sustained by the City by virtue of any material breach of the Agreement by Knowledge Quest.
5. In the event a purported termination for cause by the City is in error, then such termination may, at the City's sole discretion, be deemed to be a termination for convenience under this section.
6. Knowledge Quest shall deliver to the City all hard copy and electronic files maintained on behalf of the City, if any, within thirty (30) calendar days of termination of this Agreement. Upon reasonable request, the City reserves the right to obtain such information prior to the termination of this Agreement.

IN WITNESS WHEREOF, the parties, by and through their duly authorized representatives, have executed this Agreement.

CITY OF MEMPHIS

KNOWLEDGE QUEST

Jim Strickland, Mayor
City of Memphis

Marlon Foster, Chief Executive Officer
Knowledge Quest

Nick Walker, Director
Memphis Parks

Approved as to Form:

Jennifer Sink
Chief Legal Officer/City Attorney

ATTEST:

Comptroller

Exhibit A

Gaston Park Property

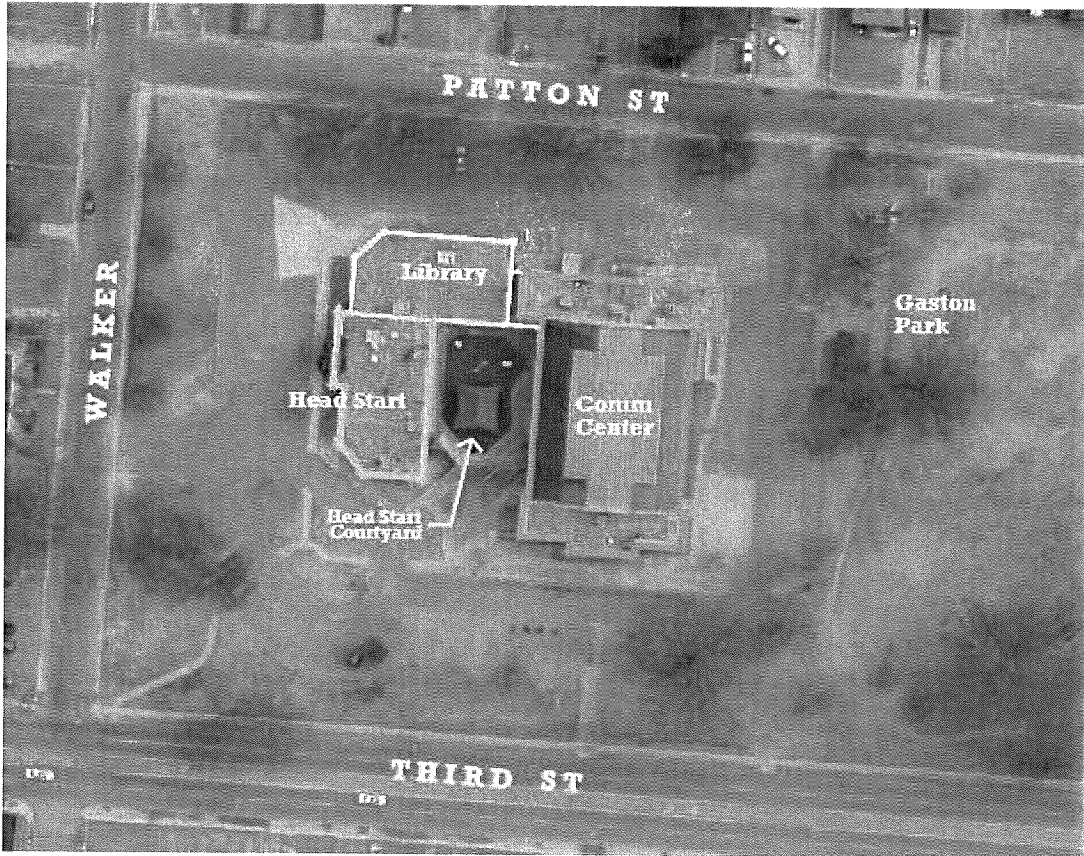


Exhibit B

INSURANCE REQUIREMENTS FOR GASTON / KNOWLEDGE QUEST LEASED CITY FACILITIES

The Company shall not commence any work under this contract until it has obtained and caused its subcontractors to procure and keep in force all insurance required. The Company shall require all subcontractors to carry insurance as outlined below, in case they are not protected by the policies carried by the Company. The Company is required to provide copies of the insurance policies upon request. The Company 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 acceptable to the City of Memphis and licensed in the state of Tennessee with a Best Insurance Rating of A and Class VII or better and authorized to do business in the state where the work is performed.

If any of the Insurance Requirements are non-renewed at the expiration dates, payment to the company may be withheld until those requirements have been met, or at the option of the City. The City may pay the renewal premiums and withhold such payments from any monies due the Company.

The Company 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 Agreement by Company, its employees, subcontractors, or agents, or any negligent act or omission of Company, its employees, subcontractors, or agents, which occurs pursuant to the performance of this Agreement, and this indemnification shall survive the expiration or earlier termination of this Agreement. 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. Contracts for third party service providers should include indemnity provisions that protect the City from any liability arising out of the Company's loss of City's sensitive information.

Each certificate or policy shall require and state in writing the following clauses:

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

City of Memphis

Attn: Risk Management

170 N. Main St., 5th Floor

Memphis, TN 38103

City of Memphis

Attn: Purchasing Agent

125 North Main, Room 354

Memphis, TN 38103

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 Company 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.

Employer's Liability	\$100,000	Each Accident
	\$500,000	Disease-Policy Limit
	\$100,000	Disease-Each Employee

AUTOMOBILE LIABILITY:

Covering owned, non-owned, and hired vehicles with Minimum Limits of:

\$1,000,000 Each Occurrence – Combined Single Limits

COMMERCIAL GENERAL LIABILITY:

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

\$2,000,000 General Aggregate

\$2,000,000	Products-Completed Operations
\$1,000,000	Personal and Advertising Injury
\$1,000,000	Each Occurrence (Bodily Injury & Property Damage)
\$ 50,000	Fire Damage any One Fire
\$ 5,000	Medical Expense any One Person

PROPERTY INSURANCE:

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

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



A Resolution approving a 25-year Lease to the University of Memphis for 4145 Southern Avenue, also known as the Leftwich Tennis Center.

Whereas, the City of Memphis through its Division of Parks Services, owns and operates property located at 4145 Southern Avenue, Memphis, Tennessee 38117, commonly known as the Leftwich Tennis Center (“Leftwich”); and

Whereas, the University of Memphis Athletics Department boasts Men’s and Women’s NCAA Division I tennis teams participating in American Athletics Conference play and;

Whereas, the new Leftwich Tennis Facility is scheduled to be complete in August of 2023, with 24 outdoor and 12 indoor courts, locker rooms, a viewing platform, offices for Tennis Memphis staff and coaches offices; and

Whereas, the University of Memphis desires to lease approximately 6,576 square feet of space at Leftwich, and license the use of the eight indoor tennis courts and eight outdoor tennis courts, concourses, restrooms, locker rooms, training rooms, and office space at Leftwich for a term of twenty five years; and

Whereas, as consideration therefore, the University of Memphis is donating \$7.5M towards the construction cost of Leftwich to cover the final costs of the \$26M construction of the building; and

Whereas, if such Lease is approved, Leftwich would become the home of Men’s and Women’s tennis for the University of Memphis; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the twenty-five-year lease with the University of Memphis on 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.

Instrument Prepared by:

LEASE AND LICENSE AGREEMENT

BETWEEN

CITY OF MEMPHIS, SHELBY COUNTY, TENNESSEE

AND

THE UNIVERSITY OF MEMPHIS

DATE: January 24, 2023

LEASE AND LICENSE AGREEMENT

THIS LEASE AND LICENSE AGREEMENT (this “Agreement”) is made as of this 24th day of January 2023 (the “Signature Date”) by and between the **City of Memphis**, Shelby County, Tennessee (“Lessor”), and the **State of Tennessee on behalf of the University of Memphis** (“Lessee”).

WHEREAS, the City, through its Division of Parks Services, owns and operates property located at 4145 Southern Avenue, Memphis, Tennessee 38117, commonly known as the Leftwich Tennis Center (“Leftwich”); and

WHEREAS, Lessee desires to (1) lease approximately 6,576 square feet of space at Leftwich, as more particularly described in Exhibit A attached hereto and incorporated by reference (“Leased Premises”), and (2) license the use of the eight (8) indoor tennis courts and eight (8) outdoor tennis courts, concourses, restrooms, locker rooms, training rooms, and office space at Leftwich as more particularly described in Exhibit B attached hereto and incorporated herein by reference (“Licensed Premises”);

NOW THEREFORE, for and in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, Lessor and Lessee agree as follows:

1. Definitions. Capitalized terms not otherwise defined in this Agreement shall have the meaning set forth on Exhibit C.

2. Leased and Licensed Premises.

(a) The Lessor hereby leases unto Lessee the Leased Premises as described in Exhibit A for the Term of the Agreement.

(b) Lessor grants to Lessee a non-exclusive license, concurrent with the herein-described Leased Premises, as described in Exhibit B, Licensed Premises. The parties can agree on times and dates wherein exclusive use by the students and faculty will be permitted

(c) Lessor represents and warrants to Lessee that Lessor is the fee simple owner of the Leased and Licensed Premises (collectively referred to as the “Premises”) and has the right to lease and license the Premises to Lessee pursuant to the terms of the Agreement. Lessor further represents and warrants to Lessee that there are no easements, covenants, restrictions or other agreements or instruments encumbering the Premises that (i) contain any preapproval rights relating to this Agreement (including any lender approval rights) which have not been secured by Lessor, or (ii) would interfere with or restrict Lessee’s ability to use the Premises in accordance with the terms of the Agreement. Lessor further represents and warrants to Lessee that (i) the use of the Premises for the various purposes for which it is presently being used and anticipated to be used under the terms of the Agreement is permitted under all applicable zoning legal requirements

and (ii) all utilities necessary for the use of the Premises for the various purposes for which it is presently being used are being supplied to the Premises via publicly dedicated utility easement areas.

3. Term.

(a) The “Term” of this Agreement shall be for twenty-five (25) years commencing on date Lessee is issued a temporary or final certificate of occupancy, whichever is issued first (herein called the "Commencement Date") and ending on a date that is twenty-five (25) years thereafter unless earlier terminated pursuant to any of the conditions or covenants of this Agreement or pursuant to applicable law. In no event shall the Term expire prior to the end of the then-occurring tennis season.

(b) If certificate of occupancy is issued after January 1, then the Commencement Date will begin on the first day of the calendar month immediately following the end of the regular tennis season play or postseason play, whichever occurs later and end on the date that is twenty-five (25) years thereafter unless earlier terminated pursuant to any of the conditions or covenants of this Agreement or pursuant to law.

(c) This provision shall not relieve the Lessor of the liability to Lessee for damages in the event that the Premises are not made available to Lessee in accordance with the conditions of this Agreement on the Commencement Date.

(d) At the expiration of the Term, if Lessor elects to continue to operate the Premises and intends to engage a third party to lease the Premises, and if Lessee has otherwise complied with all of the terms and conditions of this Agreement, then Lessee shall have a first right to negotiate with Lessor, for a period of three (3) months, to become the new tenant or the operator of the Leased and Licensed Premises on terms and conditions acceptable to Lessor and Lessee in their sole discretion. Such three (3) month period shall commence no earlier than twelve (12) months prior to the expiration of the Term.

4. Permitted Use of Leased and Licensed Premises. Subject to the terms and conditions set forth herein, Lessor grants to Lessee, for the period of the Term, the right, authority, license and privilege to use and occupy the Premises for the Permitted Use defined in Exhibit C, and the Lessee hereby accepts such grant from Lessor, subject to, and conditioned upon any other rights, duties, conditions and limitations set forth in this Agreement.

5. Rent.

(a) Lessee agrees to pay to Lessor the following amount each Lease Year as annual rent, which shall include all Annual Operating Costs, for the use of the Leased Premises, and the annual license fee for the Licensed Premises (collectively referred to as “Rent”):

Year	Rent
Years one (1)	Three hundred thousand dollars

to twenty-five (25)	(\$300,000) per year, which is equal to a total payment of seven million five hundred thousand dollars (\$7,500,000) over the Term
---------------------	--

(b) Lessee agrees to pay Lessor an upfront payment of seven million five hundred thousand dollars (\$7,500,000) to serve as prepayment of Lessee’s total Rent obligations for the entire Term as outlined in Section 5(a) above (hereinafter “Prepayment”). Following Lessor’s receipt of the payment, Lessee will not have any payment obligations for Rent throughout the Term of the Agreement. The parties agree that Lessee’s Prepayment shall occur within sixty (60) days following full execution of this Agreement.

(c) If this Agreement terminates before the expiration date of the Term, or any extension term, for reasons other than Lessee’s default, Rent shall be prorated to the date of termination and Lessor shall immediately repay to Lessee all Rent then prepaid and unearned. Lessee’s rights under this Section 5(c) are in addition to and not a limitation of any other rights Lessee may have under this Agreement in equity or in law.

6. Environmental Provisions: Lessor represents that there are no hazardous substances or hazardous wastes as defined by the Comprehensive Environmental Response and Liability Act or any hazardous wastes as defined by the Resource Conservation and Recovery Act, or any mold, PCB’s, radon, or asbestos containing materials, located on, in or about the Premises to be occupied by Lessee. Lessor agrees that should any hazardous wastes, hazardous substances, mold, PCB’s, radon or asbestos containing materials be determined to be present as a result of the acts or omissions or negligence of any person or legal entity, other than Lessee, Lessor shall indemnify, hold harmless and defend Lessee from all claims, damages, expenses or litigation resulting from the presence of such materials. If Lessee reasonably believes that hazardous substances may be present in the Premises, Lessor will engage, at its expense, a qualified third-party engineer to conduct an appropriate environmental survey. If hazardous substances are found or such survey indicates a risk of such hazardous substances being present in the Premises, then Lessor, at its expense, will make all necessary changes and/or corrections so that the Premises comply with all environmental laws and regulations. In the event Lessor discovers hazardous materials on the Premises during the Term of this Agreement, Lessor shall promptly notify Lessee.

7. Lessor Responsibilities.

(a) Lessor shall, at Lessor’s expense, furnish all utilities to the Premises, including electrical, gas, water and sewer, heat, ventilation, air conditioning in capacities sufficient for the Permitted Use, all telephone, internet and other data services, and if applicable elevator services by non-attended automatic elevators. These services shall be provided on a 24 hours per day, 7 days a week basis. If there is any failure, stoppage, or interruption thereof, Lessor shall use reasonable diligence to resume services promptly.

(b) Lessor has agreed to provide all fixtures, furnishings and equipment in the Premises as enumerated in Exhibits D and E.

(c) At its sole expense, Lessor agrees to use commercially reasonable efforts to maintain Leftwich including, without limitation, the common areas, driveways, parking areas, roof, slabs, structure and foundation of the building, exterior walls, windows, and building systems, fixtures and equipment serving the Licensed Premises (including, without limitation, mechanical, electrical, plumbing, life safety, gas, sanitary, heating, ventilation and air conditioning and elevators) to extent required by good maintenance practice or legal requirements, in a manner so that Licensee's operations are not unreasonably and substantially interrupted. Lessee shall be responsible for any repairs required due to Lessee's negligence, misuse or waste of the Premises. Lessor agrees to maintain compliance with all replacement and maintenance schedules (in accordance with Exhibit G) for furniture, fixtures, and equipment within the Premises, including regulation tennis courts

(d) Lessor shall be responsible for payment of all real estate taxes assessed against the Premises or land on which the Premises is located, as well as all applicable local, state and federal income taxes which are or may be payable by Lessor. Lessor, by virtue of leasing property to Lessee, does not become a State of Tennessee agency, entity, or employee and is not entitled to any rights, privileges or immunities pertaining to the State or its agencies and instrumentalities.

(e) Lessor shall always have free access to all mechanical installations of the Premises, including but not limited to air conditioning equipment and vents, fans, ventilating and machine rooms and electrical closets.

(f) Upon reasonable written notice, Lessor reserves the right to interrupt or suspend any such services, when necessary, either because of accident or emergency or because of the necessity for repairs, alterations, or replacements of improvements. Such failure to furnish services shall be deemed an actual or constructive eviction of Lessee if such interruption continues for more than seven (7) consecutive days or more than three (3) Tennis Competition days in a Lease Year. In non-emergency situations, Lessor shall give Lessee reasonable notice of any interruption or suspension of such services, not less than ten (10) days, and Lessor shall use reasonable diligence to restore such services as soon as possible in the event of such failure, interruption, or suspension. Furthermore, Lessor shall make good faith efforts to provide services for all Tennis Competition days. In the event of an interruption or suspension of services, the parties agree that the Term shall be automatically extended for a period of time equal to the interruption or suspension period.

8. Default.

(a) Lessee shall be in default of the terms of the Agreement if Lessee shall fail to make a payment of any Rent, and such Rent is not paid within ten (10) business days of written notice by Lessor to Lessee of non-payment of same, or in the event that Lessee shall otherwise commit an act of breach under the terms hereof, and shall not cure such default within thirty (30) days of written notice by Lessor to Lessee of such default, or, if it is not possible to complete the cure by such time, Lessee has not commenced the cure within such 30 day period and does not thereafter diligently pursue the same to completion within a reasonable time thereafter. In the

event of default by Lessee hereunder, Lessor may terminate the Agreement pursuant to the terms of this Section. Upon termination, Lessor shall have the right to collect an amount equal to all expenses, if any, not including attorneys' fees, incurred by Lessor in recovering possession of the Premises and all reasonable costs and charges for the care of the Premises while vacated by Lessee.

(b) Lessor shall be in default of the terms of the Agreement if Lessor shall commit an act of breach under the terms of this Agreement, and shall not cure such breach within ten (10) business days of written notice by Lessee to Lessor of such default, or, if it is not possible to complete the cure by such time, Lessor has not commenced the cure within such ten (10) business day period and does not thereafter diligently pursue the same to completion within a reasonable time thereafter. In the event of a default by Lessor hereunder, Lessee may, in addition to all rights and remedies available at law or in equity, (i) cure such default and Lessor shall reimburse Lessee for all of its costs incurred to cure such default with the presentment of receipts for such reasonable and necessary actions, or (ii) terminate the Lease, and recover any or all damages accruing to Lessee for Lessor's violation or breach of this Agreement. Notwithstanding the foregoing, in the event that Lessee is unable, in its reasonable judgment, to operate in the Premises as a result of the failure by Lessor to satisfy its obligations pursuant to this Agreement (1) for a period of more than forty-eight (48) consecutive hours, then Lessor shall: (1) repay to Lessee all Rent then prepaid and unearned during the entire period of the disruption and Lessee shall have the right to terminate the Lease in the event Lessor remains unable to satisfy its obligations pursuant to the Agreement for a period of more than ten (10) consecutive days, or more than ten (10) days during any twelve (12) month period; and (2) reimburse Lessee for any and all costs and expenses incurred as a result of such default, including, but not limited to, costs to use alternate facilities, penalties associated with cancellation or rescheduling of events, and any other associated costs and expenses.

(c) In the event this Agreement is terminated pursuant to this Section 8, Rent shall be prorated to the date of termination and Lessor shall immediately repay to Lessee all Rent then prepaid and unearned. Lessee's rights under this Section 8 are in addition to and not a limitation of any other rights Lessee may have under this Agreement in equity or in law.

9. Termination for Cause. Lessee may in its sole discretion terminate this Agreement at any time for any of the following causes: (a) Lessor's failure to disclose any conflict or potential conflict of interest existing at the date of this Agreement or hereafter created; (b) termination of Lessee's men's and/or women's tennis programs; (c) lack of funding by the appropriate Legislative Body of Lessee that would limit the Lessee's ability to meet the financial obligations required under this Agreement; (d) misrepresentations committed during the negotiation, execution or term of this Agreement; or (e) any default by Lessor which is not adequately remedied in accordance with Section 8 hereof. Lessee shall provide with the notice of breach demanding termination written documentation supporting the grounds for termination. Lessee may, to the extent permitted by law, take whatever action at law may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of Lessor under this agreement, and in connection with such actions, to recover any or all damages accruing to Lessee for Lessor's violation or breach of this Agreement.

10. Termination for Convenience. Lessee or Lessor may terminate this Agreement at any time by giving written notice at least one hundred and eighty (180) days prior to the date when such termination becomes effective, provided that this Agreement may not be terminated prior to the end of the first Lease Year. Notice shall commence on the day after the date of mailing. Lessor shall immediately repay to Lessee all Rent then prepaid and unearned after the date of termination.

11. Acceptance of the Premises. Lessor has agreed to provide the fixtures, furnishings and equipment enumerated in in this Agreement and the Plans and Specifications prior to the Commencement Date. Except for latent defects, by taking possession of the Premises, Lessee acknowledges and agrees that it has inspected the Premises subject to an inspection period of not less than 30 days and a punch list period of six (6) weeks during which Lessor will resolve all warranty issues, construction defects or deficiencies and any other deficiencies under this Agreement related to the construction of the Premises, including the Premises, and the equipment, operation or furnishing of the same.

12. Quiet Enjoyment. Lessor warrants and shall defend Lessee in the quiet enjoyment and possession of the Premises during the term and any extension or renewal thereof.

13. Compliance with Laws. Lessor represents and warrants to Lessee that during the Term, the Premises will comply with the provisions of the Americans with Disabilities Act (ADA) in all material respects. Lessor, to the extent permitted by law, hereby indemnifies and holds harmless Lessee from and against all costs, liabilities, and causes of action occurring or arising as a result of Lessor's failure to comply with any of the requirements of the ADA or similar laws or as a result of any violation of any of the requirements of the ADA or similar laws by Lessor or its agents. Lessee reserves the right, at any time during the Term of the Agreement, to require Lessor to make additional reasonable accommodations to comply with the ADA. These accommodations may include, but are not limited to, modifications to the exterior or interior of the Premises, any ingress and egress points to the Premises or property on which the Premises stands, or any portion of the property that may serve to limit accessibility to disabled persons. Lessor shall provide all life safety equipment, including but not limited to, fire extinguishers, smoke alarms, carbon monoxide alarms, fire sprinklers, etc., and shall maintain the Premises in accordance with all fire, building and life safety codes.

14. Repairs and Alterations by Lessee.

(a) Subject to the provisions of this Agreement, Lessee shall, at its expense and under Lessor's supervision, keep any improvements, fixtures, and machinery and any equipment installed by Lessee, in good order and repair. If damage or disrepair to the Premises is observed by Lessee, Lessee shall give immediate notice thereof to Lessor, and Lessor shall, at its own expense, promptly repair or have repaired any damage or injury to the Premises, including without limitation the improvements, fixtures, machinery and any equipment installed therein by Lessor. If, because of the nature of Lessee's use or occupancy of the Premises, or because of any governmental regulation now in effect or hereafter in effect, any addition, alteration, change repair or other work of any nature to the Premises shall be required or ordered or become necessary at any time during the Term, Lessor shall promptly perform such work at Lessor's sole expense.

(b) Lessee shall make no material or structural alterations, installations, additions, or improvements in or to the Premises or the equipment therein, without Lessor's prior written consent. In the event that Lessor does give its consent to any such alterations proposed to be made by Lessee, such alterations and the materials and furnishings used therein must be in compliance with all applicable laws, ordinances, regulations and building codes. All such work shall be done at such times and in such manner as Lessor may from time to time approve, such approval shall not be unreasonably withheld, and shall be done in full compliance with all laws, rules, regulations, and requirements of all governmental bureaus and bodies having jurisdiction thereover. All alterations (expressly excluding decorations, communications equipment, trade fixtures, furniture, equipment, or other personal property) shall, at the election of the Lessor, become the property of Lessor and shall remain upon and be surrendered with the Premises as a part thereof at the end of the Term, or the prior expiration of this Agreement, as the case may be. Lessor shall not be liable for any damages caused by any failure of any building, facility or service, including but not limited to the air conditioning and ventilating equipment installed by Lessor, which failure is caused by alterations, installations, and/or additions by Lessee. Lessee shall be obligated to promptly correct any such faulty installation within a reasonable period of time after receipt of written notice, and upon Lessee's failure to correct same, Lessor may make such correction and charge Lessee for the reasonable cost thereof. Such sum due Lessor shall be deemed additional rent and shall be paid by Lessee promptly upon being billed therefor. Lessee shall keep full and accurate records of the cost of any alterations in and to the Premises made by Lessee and shall, if requested by Lessor, make the same available to Lessor for use in connection with any proceedings to review the assessed valuation of the Premises. Notwithstanding the foregoing to the contrary, no Lessor consent shall be required for any Lessee alterations in the Premises that do not affect the structure of the Premises or any Premises systems.

(c) In conducting any work of any nature in, on, to or about the Premises, Lessee shall use only contractors or workmen approved by Lessor (which approval shall not be unreasonably withheld), and Lessee shall promptly bond over or pay and discharge any and all liens or other charges arising out of or in connection with the performance of any act required of or permitted Lessee hereunder, and Lessee shall keep the Premises free and clear from any and all such liens or charges and any liens and charges shall exist only against the leasehold estate of Lessee and not against the fee.

15. Plans and Improvement

(a) Site Plan. Lessor warrants to Lessee that the Site Plan attached hereto as Exhibit D is a true, correct, and complete copy of the Site Plan for which approval will be sought from any required regulatory body and has not been amended or modified. Lessor agrees not to modify or amend the Site Plan in any material respect (including but not limited to the square footage in the Premises) without the Lessee's prior written approval.

(b) Plans and Specifications. Lessor, at its sole cost and expense, shall cause the preparation of Plans and Specifications (collectively, the "Plans") described in Exhibit E and incorporated herein by reference, which include documents titled Leftwich Tennis Center Design Development Drawing Set and Project Manual covering the construction of the Premises. The Plans shall be full and complete in all material respects to the extent reasonably necessary for the

construction and determination of the specific scope of the Premises and shall be stamped by Lessor's architect. Without limiting the generality of the foregoing, the Plans shall identify the basic materials for the exterior of the Premises and shall include preliminary grading and drainage plans, sewer and utility services connections and locations, locations of ingress and egress to and from public thoroughfares or dedicated rights of way, curbs, gutters, parkways, street lighting, design and location for all outdoor signs, storage areas, landscaping, and parking areas, all sufficient to enable potential contractors and subcontractors to make reasonably accurate bids and estimates and to enable Lessee to make an informed judgment about the design and quality of construction of the Premises in accordance with the Plans. Lessor shall submit the Plans to Lessee for Lessee's approval no later than one hundred and eighty (180) days after the Signature Date, such approval not to be unreasonably withheld, conditioned, or delayed. After Lessor submits the Plans to Lessee, Lessee will have thirty (30) days to approve or disapprove the Leased Plans, and in the event Lessee does not approve the Plans, Lessee will advise Lessor in writing and in reasonable detail of Lessee's objections to the Plans. Failure by Lessee to approve or disapprove the Plans within such thirty (30) day period will constitute an approval by the Lessee. In the event Lessee disapproves the Plans, Lessor will use diligent efforts to incorporate Lessee's reasonable objections into the Plans within a reasonable period after receipt of such objections and comments (except to the extent such objections and comments do not comport with applicable laws, good engineering practices or would in Lessor's reasonable judgement not be economically feasible), and in no event longer than thirty (30) days after receipt of such objections and comments, and resubmit the same to Lessee, who will then have thirty (30) days to approve or disapprove the revised Plans (noting any objections in writing and in reasonable detail), such approval not be unreasonably withheld, conditioned or delayed. In the event Lessee does not approve the revised Plans, the procedures set forth herein will be followed until such time as Lessee has approved the revised Plans. Notwithstanding the foregoing, if, after good faith efforts, the parties cannot resolve such objections and comments to the Plans within one hundred twenty (120) days after the Signature Date, then either Party may, by written notice to the other, terminate the Agreement. The Plans will be approved by Lessor and Lessee by affixing thereon the signature of an authorized officer of each of such respective parties in a letter confirming said approval of the Plans. In the event Lessor desires to modify or change the Plans in any material respect after the same have been approved in the manner provided above, Lessor shall submit such material modifications or changes to the Lessee for review and consideration and the procedures governing approval of the Plans will apply to any such modifications or changes. Any approval by Lessor or Lessee of the Plans will not in any way be construed or deemed to constitute a representation or warranty of the Lessor or Lessee as to the adequacy or sufficiency of the Plans or the improvements to which they relate, for any reason, purpose, or condition, but such approval will merely be the consent of Lessor or Lessee as may be required hereunder.

(c) Construction of Premises.

i. In the event Lessor fails, after approval of the Plans, to commence construction of the Premises within three-months (3) months of the Signature Date, then Lessee may, by written notice to Lessor, terminate this Agreement. For purposes of this Agreement only, construction on the Premises shall be deemed commenced when physical demolition of any existing structures thereon begins or the footings and foundations for the Premises have been poured. The date on which construction is to be commenced shall be extended on a day-for-day

basis by any delay due to unforeseeable causes beyond Lessor's control and without Lessor's fault or negligence, including, but not limited to, force majeure events as defined in this Agreement, but excluding delays caused by act or omissions of Lessor's contractors, subcontractors, materials or equipment supplier, architects or engineers, or the failure or inability of Lessor to provide sufficient capital or borrow sufficient loan proceeds to fund costs of construction.

ii. Lessor covenants and warrants to Lessee that (i) the Premises will be constructed substantially in accordance with the Plans, with such material changes to the Plans as shall be approved by Lessee, which approval shall not be unreasonably withheld, conditioned or delayed, (ii) all materials and equipment furnished will be new, unless otherwise specified, (iii) the Premises will be of good quality, free from material faults and defects at completion, and (iv) the Premises will be in full compliance with all applicable laws. Without limiting the generality of the foregoing, if, within twelve (12) months after the Commencement Date, any of the Premises or any part of element thereof is found to be defective or not in accordance with the Plans in any material respect, Lessor shall correct (or cause to be corrected) the same promptly after receipt of written notice from the Lessee to do so.

16. Rules and Regulations. Lessee, Lessee's agents, employees, invitees and visitors shall observe and comply with any reasonable rules and regulations as Lessor may prescribe on written notice to Lessee, for the safety, care and cleanliness of the Premises, and the comfort, quietness and convenience of other occupants of the Premises. Such rules and regulations may be changed or amended by Lessor in its sole judgment at any time and from time to time. Such rules and regulations shall not amend or modify the terms and conditions of this Agreement, and any conflict between such rules and regulations and the provisions of this Agreement shall be controlled by the provisions of this Agreement. Any such guidelines, rules, and regulations promulgated by Lessor must be provided to Lessee in writing and Lessee must be provided thirty (30) days to review and implement them and/or negotiate their implementation. Any such guidelines, rules, and regulations shall not adversely impact the Lessee's operations as determined by Lessee in its sole discretion.

17. Destruction of Premises.

(a) If the Leased or Licensed Premises are damaged by fire or other casualty, the damage shall be repaired by and at the expense of Lessor, provided that such repairs can, in Lessor's opinion, be made within sixty (60) days after the occurrence of such damage. Lessor shall notify Lessee within fifteen (15) days of the event of casualty of its determination. Lessee shall have the right to extend the Term, at no additional cost to Lessee, for a period equal to the time it takes Lessor to make the repairs. If Lessee elects to extend the Term the parties shall execute an amendment to this Agreement reflecting the Term extension.

(b) If such repairs cannot, in Lessor's opinion, be made within sixty (60) days and Lessor nonetheless chooses to repair, then Lessee may, at its option, continue as Lessee under the Agreement until such repairs are completed, during which time shall have the right to extend the Term as detailed in Section 17.a. above, or Lessee may terminate the Agreement. If Lessee does not terminate this Agreement and Lessee's improvements are damaged by fire or any other cause, Lessor shall pay for the cost of restoring Lessee's improvements. Such restoration shall be with reasonable promptness, subject to delays beyond Lessor's control and delays in the making

of insurance adjustments by Lessor, and Lessee shall not have the right to terminate this Agreement. The words "restoration" and "restore" as used in this section shall include repairs

(c) A total destruction of either the Leased Premises or the Licensed Premises shall automatically terminate the Agreement. Total destruction of the Leased or Licensed Premises shall be defined as damage greater than fifty percent (50%) of the then replacement value thereof.

(d) Notwithstanding the foregoing, in the event that Lessee is unable to use the Leased or Licensed Premises for more than three (3) Tennis Competitions in any one Lease Year due to damage or destruction, Lessee shall have the right to extend the Term, at no additional cost to Lessee, one year. If Lessee elects to extend the Term the parties shall execute an amendment to this Agreement reflecting the Term extension.

(e) In the event this Agreement is terminated pursuant to this Section 17, Rent shall be prorated to the date of termination and Lessor shall immediately repay to Lessee all Rent then prepaid and unearned. Lessee's rights under this Section 17 are in addition to and not a limitation of any other rights Lessee may have under this Agreement in equity or in law.

18. Liability and Insurance.

(a) Lessor shall, at Lessor's expense, maintain fire and extended coverage insurance on the Premises, in an amount not less than the full replacement cost of the Premises, and comprehensive general liability insurance coverage in the sum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) per annual aggregate against any and all liability, loss or damage arising from any injury or damage to any person or property occurring in or about the Premises resulting from Lessor's negligence or matters arising for reasons beyond Lessee's control. Lessor is self-insured for liability and will provide copy of its Letter of Self Insurance.

(b) Lessee shall insure all of its property in the Premises against damage by fire, including extended coverage, in such amount as shall be determined by Lessee, and Lessee shall maintain such insurance throughout the Term. Lessee is self-insured for liability and will provide a copy of its Certificate of Self-Insurance.

(c) Neither party shall be responsible for personal injury or property damage or loss, except that resulting from its own negligence of its employees or others for whom it is legally responsible. In that regard, any and all claims against the State of Tennessee, including the Lessee or its employees, for injury, damages, or expenses shall be heard and determined by the Tennessee Claims Commission in the manner prescribed by law. Damages recoverable against the State of Tennessee, including the Lessee, shall be limited expressly to claims allowed by the Tennessee Claims Commission pursuant to Tennessee Code Annotated Section 9-8-301, et. seq.

(d) Until completion of construction of the Premises, and during any period in which material reconstruction, alteration or other material construction activity is occurring, Lessor, at its sole expense, shall maintain builder's risk insurance in an amount not less than the

full insurable value of that party of the Premises that is under construction, and materials supplied in connection therewith.

19. Assignment and Subletting. Lessee shall not assign this Agreement or sublet the Premises without the written consent of the Lessor.

20. Entry of Premises by Lessor. A representative of Lessor may enter the Premises, including any improvements, during normal business hours upon reasonable prior written notice for the purpose of inspection, in order to examine the Premises, or to make such repairs, at its expense, as Lessor may deem necessary for the safety of, comfortable habitation in, or preservation of the Premises or any related buildings. Prior approval shall not be required for Lessor's entry of Premises if required to comply with Lessor's responsibilities under the terms of the Agreement.

21. Surrender and Holding Over.

(a) Surrender. Upon termination or expiration of this Agreement, Lessee will peaceably surrender to the Lessor the Premises in as good order and condition as when received, reasonable use and wear thereof and damage by earthquake, fire, public calamity, the elements, acts of God, or circumstances over which the State has no control or for which Lessor is responsible pursuant to this Agreement, excepted. Lessee shall have no duty to remove any improvements or fixtures placed by it on the Premises or to restore any portion of the Premises altered by it, save and except in the event the Lessee elects to remove any such improvement or fixture and such removal causes damages or injury to the Premises and then only to the extent of any such damage or injury.

(b) Holdover. In the event Lessee remains in possession of the Premises after the expiration of the Term, or any extension thereof, this Agreement shall be automatically extended on a month-to-month basis, subject to thirty (30) days termination by either party, and otherwise on the terms and conditions herein specified, so far as applicable.

22. Rights of the Lessor. Lessor may not sell, lease, transfer, mortgage or encumber its fee interest in the Premises without Lessee's prior written consent. If the proposed transferee of Lessor's fee interest is a tax-exempt municipality or instrumentality of the State of Tennessee, Lessee will not unreasonably withhold, condition, or delay its consent to the transfer. Any such sale, lease or transfer consented to by Lessee shall be made expressly subject to the terms of this Agreement. With Lessee's prior written consent, not to be unreasonably withheld, Lessor may prepare, execute and record a declaration of easements, covenants and restrictions or other instrument, encumbering Premises (or a portion thereof) and governing the use and development thereof; provided, however, that such instrument shall be subject to and consistent with the terms and conditions of this Agreement.

23. Approvals. Neither this Agreement nor any amendment or modification hereto shall be effective or legally binding upon Tenant, unless and until a fully executed, original Agreement has been returned to Lessee and the review and approval by all appropriate State officials and the State Building Commission, if applicable, has been obtained.

24. Notices. All notices herein provided shall be in writing and shall be deemed given when sent either by Registered or Certified Mail, Postage Prepaid, Return Receipt Requested, and deposited in the mail, or when sent by Federal Express or other overnight delivery service, in either case addressed to Lessor and Lessee as follows:

LESSOR: City of Memphis, Shelby County, Tennessee
Nick Walker
Director of Memphis Parks

LESSEE: The University of Memphis
Raaj Kurapati
CFO
367 Administration Building
Memphis, Tennessee 38152

Either party may change its address for purposes of notice, by written notice given in like manner at least seven (7) days before the effective date of such change of address.

25. No Waiver. No failure of either party to exercise any power given to either party hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of either party's right to demand exact compliance with the terms of this Agreement.

26. Entire Agreement. This Agreement and any addendum or exhibit now or hereafter attached hereto contain the entire agreement between parties, and all prior written verbal understandings and agreements are merged herein. This Agreement may not be altered, changed or amended, except by an instrument in writing signed by both parties hereto.

27. Partial Invalidity. If any term or condition of this Agreement or the application thereof to any person or event shall to any extent be invalid and unenforceable, the remainder of this Agreement and the application of such term, covenant or condition to persons or events other than those to which it is held invalid or unenforceable shall not be affected and each term, covenant and condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

28. Captions, Construction of Words. The captions in this Agreement are for convenience only and are not intended to limit or amplify the terms and provisions of this Agreement. Whenever the context permits or requires, words in the singular may be regarded as in the plural and vice-versa and personal pronouns may be read as masculine, feminine or neuter.

29. Governing Law. The Agreement shall be governed by, and construed in accordance with, the laws of the State of Tennessee.

30. Successors and Assigns. The obligations of this Agreement shall bind and benefit the successors and assigns of the parties hereto.

31. Records Retention and Audit Rights. Lessor shall maintain documentation for all charges against Lessee under this Agreement. The books, records and documentation of Lessor and any other parties operating on behalf of Lessor, insofar as they relate to reimbursement by Lessee or charges assessed against Lessee for costs incurred, whether in whole or in part, shall be maintained in conformity with generally accepted accounting principles for a period of five (5) full years from the date of what amounts to the final payment under this Agreement, and shall be subject to audit, at any reasonable time and upon reasonable notice by the Comptroller of the Treasury or his duly appointed representative or a licensed independent public accountant.

32. Common Areas. During the Term of the Agreement, Lessor agrees that Lessee and its employees, agents, contractors, invitees and visitors shall have the non-exclusive right to use, in addition to the Premises, the Common Areas of the Premises for their intended purpose. Except for repairs, maintenance and replacements required under the Agreement, Lessor shall not materially alter (or permit the material alteration of) any entrances, exits, corridors, sidewalks, or hallways providing access to or from the Premises. The term "Common Areas" as used herein includes all areas and facilities which are necessary for the use of the Premises, and/or provided and designated by Lessor for general non-exclusive use and convenience of Lessee, and the other occupants of the Premises, from time to time. Common Areas include but are not limited to all entrances, common corridors, parking areas, loading and unloading areas, elevators, trash areas, landscape areas, roadways, walkways, sidewalks, driveways, stairways, bathrooms, etc.

33. Approval of Marketing Materials. Lessee shall have the right to approve all signs and materials used by Lessor in the promoting or marketing of the Premises which contain a reference to Lessee, which approval shall not be unreasonably withheld, conditioned or delayed. Lessor shall obtain approval from the Lessee prior to using Lessee marks or other intellectual property, which approval shall not be unreasonably withheld, conditioned or delayed. Lessee and Lessor agree to negotiate and resolve in good faith any disputes relating to all such marketing materials or use of Lessee's marks or other intellectual property.

34. Force Majeure. With the exception of the obligation of Lessee to pay rent and all other amounts that may be due from time to time under this Agreement, if either party shall be delayed or hindered in or prevented from doing or performing any act or thing required hereunder by reason of any matters beyond the reasonable control of such party, including, but not limited to, abnormal weather, acts of God, riots, civil commotion, acts of War, unavoidable casualties, epidemics/pandemics, quarantine restrictions, or labor disputes, then such party shall not be liable or responsible for any such delays and the doing or performing of such act or thing shall be extended for a period equivalent to the period of such delay. In such event, this Agreement and the obligations of both parties to perform and comply with all of the other terms and provisions of this Agreement shall in no way be affected, impaired, or excused.

35. Exhibits Incorporated by Reference. Each of the exhibits attached hereto is expressly incorporated herein and made a part of this Agreement, and all references to this Agreement shall include the exhibits hereto.

36. Conflicts of Interest. All representatives of Lessor shall comply with Lessee policies and State of Tennessee laws applicable to conflicts of interest that have been disclosed in writing to Lessee. Lessor warrants that no part of the Rent shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Lessee in connection with any work contemplated or performed under this Agreement.

[signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and date first above written.

LESSOR:

City of Memphis, Shelby County, Tennessee

Witness: _____

By: _____

Title: _____

LESSEE:

The University of Memphis

Witness: _____

By: _____

Title: _____

STATE OF TENNESSEE:

Approved for Form and Legality

Jonathan Skrmetti, Attorney General and Reporter

STATE OF TENNESSEE
COUNTY OF SHELBY

Personally appeared before me, the undersigned Notary Public for _____ County, _____ (Name) of _____ (Company), with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged that he/she is the _____ (Title) of _____ (Company) and that he/she as _____ (Title), being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of _____ (Company), by himself/herself as _____ (Title).

Witness my hand and seal, at office in, this _ day of _____, 2021.

Notary Public.

My Commission Expires:

STATE OF TENNESSEE
COUNTY OF SHELBY

Personally appeared before me, the undersigned Notary Public for _____ County, _____ (Name) of _____ (Company), with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged that he/she is the _____ (Title) of _____ (Company) and that he/she as _____ (Title), being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of _____ (Company), by himself/herself as _____ (Title).

Witness my hand and seal, at office in, this _ day of _____, 2021.

Notary Public.

My Commission Expires:

**EXHIBIT A
LEASED PREMISES**

The Leased Premises shall include the specifically designated training rooms, locker rooms, and office space detailed in this Exhibit A, Leased Premises. Lessee shall have the sole and exclusive rights to the use of the Leased Premises throughout the term of this Agreement.. The Lessee's designated training rooms, locker rooms and office space shall be open to Lessee anytime that the Building is open or with key code at any time of day as needed. The locker rooms shall include dedicated restrooms and a player lounge.

SEE ATTACHED PLAN OF LEASED PREMISES

EXHIBIT B LICENSED PREMISES

The Licensed Premises shall include eight (8) indoor tennis court or eight (8) outdoor courts that the Lessee shall have the right to use for: tennis training and practice, Tennis Competition, and any other Permitted Uses outlined in this Agreement. Lessee will notify Lessor of any designated courts that will not be used so that they can be used by the public or Lessor's programming. Lessee shall have the sole and exclusive right to use the indoor and outdoor tennis courts as follows:

- During NCAA post-season Tennis Competitions, Lessee shall use South Courts until conclusion of the Tennis Competitions;
- For training and practice at least four (4) hours per day on Mondays through Fridays each week;
- For training and practice at least four (4) hours per day for sixteen (16) Saturdays and Sundays each calendar year; and
- For any and all other Permitted Use detailed in this Agreement.

During NCAA post-season Tennis Competitions, Lessee shall use South Courts until conclusion of the Tennis Competitions.

Lessor and Lessee shall meet quarterly to create a master schedule for Lessee's Tennis Competitions, so Lessor is aware of Lessee's scheduled events/Competitions, and to discuss Lessee's anticipated schedule for all other Permitted Uses.

Lessee to provide Lessor a list of all team players, coaches and volunteers, including contact information, at the start of each season. Members of the Men's and Women's tennis teams at the University of Memphis shall be allowed, when there is not an organized practice, to hit with their team players and coaches at no charge on an open court without a reservation.

EXHIBIT C DEFINITIONS

“Annual Operating Cost,” shall mean any and all costs and expenses paid, incurred or charged by Lessor in connection with the operating, servicing, management and maintenance of the Premises, its equipment and the adjacent walks, landscaped areas and the land upon which the same are located, during a calendar year commencing _____ and ending _____ (or if the Premises is in operation less than a full calendar year, then annualized to a full calendar year) and shall include:

1. The amount of real estate taxes, personal property taxes, assessments, state and local taxes or any other governmental tax assessed against the Premises and all improvements now or hereafter located thereon, including the adjacent walks and landscaped areas and the land upon which the Premises and walks and landscaped areas are located;
2. The reasonable expenses incurred by Lessor in contesting the validity or the amount of the assessed valuation or of any taxes for any year with respect to the Premises;
3. Insurance premiums paid by Lessor with respect to the Premises, including fire or other casualty insurance, rent loss insurance, plate glass insurance and public liability insurance on the Premises;
4. Wages paid to all personnel of Lessor and amounts paid to its independent contractors for personnel whose duties are connected with the day to day or periodic operation, maintenance, repair or security of the Premises, which shall include related employment taxes and fringe benefits or related expenses imposed on Lessor or its independent contractors pursuant to law;
5. The cost of electricity, heating, and cooling consumed in the operation of the Premises equipment, services and facilities;
6. The water and sewer costs incurred in the operation of the Premises;
7. The amount expended for maintenance and operation of all elevators and heating and air conditioning equipment in the Premises;
8. The amount expended for janitorial services and supplies;
9. The amount expended for maintenance and operation of all security systems of the Premises; and
10. The cost of purchasing or renting all materials including supplies, tools and equipment used in the maintenance, operation or repair of the Premises, including all sales and excise taxes applicable thereto, and the cost of periodic maintenance and restoration of Premises common areas, elevators, heating, air conditioning, electrical, plumbing and other utility and equipment systems and Premises surfaces, including paint, floor and wall coverings, and nonstructural costs incurred by reason of changes in any regulations, rules, requirements, laws, codes, directives or similar pronouncements of any governmental authority with respect to the Premises.

“Signage” means any space, board or other object located inside, outside, on or about the Premises that is or can be inscribed with words, characters or other information, whether such space, board or object is fixed or mobile, permanent or temporary, or electronic or otherwise. Without limitation of the foregoing, Signage shall include external LED marquees and/or videoboards, LED displays on the internal videoboards, any other interior signs or displays, exterior signs, fixed panels on the main scoreboard, auxiliary scoreboard signage, LED ring signage and electronic ribbon-board fascia, DLP signage, and any other signage in, on or about the facade, tunnels, concourse, concession areas, lobby, facility entries/exits, restrooms, portal entry/exits into seating, and

concourse displays (including, but not limited to, displays of products such as automobile and truck displays). Signage will also include any enhancements, replacements and/or new technology related to the foregoing, whether currently existing or hereinafter created.

“Sponsorship” means any agreement or arrangement between Lessor or Lessee and a sponsor to provide recognition to the Sponsor during any event on the Premises. Sponsorship includes, but is not limited to, Naming Rights and Branding Rights.

“Tennis Competition” means collectively all of Lessee’s tennis matches/competitions played at the Premises during the Term. Each Tennis Competition shall include all necessary use of the Premises by either the Lessee’s men's or women's tennis teams three (3) hours before, during, and ninety (90) minutes after any pre-season, regular season, and/or post season tennis matches/competitions (including exhibitions) played in the Premises by either the Lessee’s men's or women's tennis teams.

“Branding Rights” means the Lessor’s or its agent’s exclusive right to designate the brands and products sold at the Premises, except as otherwise herein provided.

“Lease Year” means the twelve-month period beginning on July 1 and ending on June 30 and each successive twelve-month period thereafter during the Term; provided however, the first Lease Year shall begin on the Commencement Date and end on June 30.

“Lessee” means The University of Memphis acting by or through its duly authorized agent.

“Lessor” means City of Memphis, Shelby County, Tennessee or its duly authorized agent.

“Naming Rights” shall mean any rights sold, leased or licensed by Lessor or its agent to one or more sponsors relating to the name of the Premises or the name of any part of the Premises. For the avoidance of doubt, Lessor’s right to this area shall extend to the adjacent areas.

“NCAA” means National Collegiate Athletic Association.

“NCAA Event” means any athletic event in the Premises that is part of a postseason competition controlled, directed and supervised by the NCAA for the purpose of determining an NCAA national champion or an NCAA division champion for any sport.

“Party” or “Parties” means Lessor and Lessee may be referred to individually as a “Party,” and collectively as the “Parties.”

“Permanent Signage” means any signage that is constructed of durable materials, is affixed to any part of the Premises, and is expected to remain in place continuously for an indefinite period of time. Permanent Signage does not include the motion graphics on the LED ring signage, the electronic ribbon boards a jumbotron or the like.

“Permitted Use” of Leased and Licensed Premises means:

(a) The Premises shall be used by Lessee solely for the men's and women's tennis programs, academic/recreational use, and other uses incidental thereto. Lessee shall not use the Premises for any other purpose without Lessor's prior written consent and shall be limited to the uses as outlined within this Agreement.

(b) The Premises shall be used by Lessee in connection with Lessee's tennis practice, tennis lessons, tennis camps/clinics, tennis academic classes, Tennis Competitions, and other incidental uses thereto. In the Lessee's use of the Premises, Lessee shall (i) comply with all laws, ordinances and regulations of any governmental agency or entity, (ii) comply with all reasonable rules and regulations of Lessor with respect to the use of the Premises that do not conflict with any provision of this Agreement and that have been provided to Lessee in writing in accordance with this Agreement, and (iii) secure any and all needed permits and licenses as may be required to comply with the same. Further, Lessee agrees that all copyright, trademark and service mark material to be used by Lessee will be duly licensed or authorized by the copyright or service mark owners or their representatives.

(c) For Tennis Competitions, Lessee will have priority to use the Licensed Premises for Lessee's men's and women's tennis teams and visiting teams three (3) hours before the Tennis Competition start time and ending 90 minutes after the last Tennis Competition.

(d) Lessee will use commercially reasonable efforts to submit the final approved conference schedules for the tennis teams to Lessor on or before April 1st of each Lease Year for Fall schedule and October 1st for Spring schedule. Lessee will submit its non-conference schedules (including any exhibition games), home and away, for the tennis teams as soon as those schedules are finalized by Lessee. Upon the finalization of both the conference and non-conference schedules, Lessor may contract for the use of the Premises for other events provided the Premises are made available in accordance with this Agreement. Lessor will not permit any other event to preempt or materially interfere with Lessee's Permitted Use.

(e) Lessor will use commercially reasonable efforts to accommodate Lessee and the television networks, if the television networks request scheduling changes which will result in a change in the date or time of any Tennis Competitions. Lessor will use commercially reasonable efforts to accommodate Lessee if Force Majeure events, as defined in this Agreement, result in a change in the date of any Tennis Competitions.

(f) The parties agree that the Premises will be Lessee's exclusive collegiate tennis facility for all its preseason and regular season men's and women's college home Tennis Competitions. Further, the parties agrees that the Premises will be its exclusive collegiate tennis facility for any of its post-season men's and women's Tennis Competitions.

(g) This Agreement and its terms will be subject to conditions, rules or regulations by the applicable Athletic Conference, NCAA and/or any other governing authority restricting, prohibiting or substantially altering Lessee's rights herein or obligations with respect to Tennis Competitions.

(h) Lessee's academic departments shall be permitted to reserve tennis courts for credit-based tennis instruction by contacting Lessor at least three (3) months prior to the beginning of an academic semester. The tennis courts will be reserved based on availability. There will be no additional cost to the Lessee for such use .

(i) Lessor shall provide access to tennis courts no less than six (6) hours per day, at a reasonable time of day, for recreational use by Lessee's students, faculty and staff and non-University affiliated members of the Lessee's recreational center. There will be no additional cost to the Lessee for such use.

(j) Lessee shall be granted access to the Leased and Licensed Premises for its employees and students by key or code twenty-four hours (24) per day. Lessee shall provide Lessor with the names of all employees and/or students who will need access to the Leased and Licensed Premises.

(k) Nothing in the Agreement shall prohibit Lessor or its agent to lease or license space that is not in the Leased or Licensed Premises to one or more tenants, lessees or licensees, so long as such agreement does not interfere with Lessee's rights under this Agreement.

EXHIBIT D

SITE PLAN

FOLLOWING PAGES

**EXHIBIT E
PLANS AND SPECIFICATIONS**

FOLLOWING PAGES

EXHIBIT F

MARKETING, PROMOTION AND OTHER COMMERCIAL RIGHTS ON THE PREMISES

1. Lessor shall have the right to negotiate and grant exclusive commercial rights, including naming, vending and pouring rights, for the Premises and to affix permanent signage to the Premises for the duration of this Term unless otherwise specified in this Agreement. However, Lessee shall maintain the naming rights of the following Licensed Premises for the duration of the lease: Lessee's designated training rooms, locker rooms and office spaces.
2. Lessee, itself or through any Lessee sponsor, or designee, shall have the non-exclusive right to cater or provide a sponsor's food and beverage product for non-public consumption to Lessee personnel (i.e., coaches, student-athletes, employees) at no additional fee or rental charge in the Licensed Premises.
3. Lessee shall have the right to sell Lessee-branded items at Tennis Competitions. Lessee shall retain all of the revenue from the sales of such merchandise. Lessee shall be solely responsible for all costs, expenses and taxes related to such merchandise sales.
4. Lessee or its agent shall have the right to promote, market, or sell and receive all revenue derived from all announcements, acknowledgments, promotions, messages, displays, banners, sponsor signs and advertising (collectively "Advertisements") displayed for Tennis Competitions or other Permitted Uses on the Premises. Lessee shall be responsible for all costs and expenses related to its Advertisements (including installation and removal), provided that such costs and expenses have not been included in the furniture, fixtures and equipment provided by Lessor, as listed in Exhibits D and E. For avoidance of doubt, Lessor is responsible for paying the costs and expenses for items on Exhibits D and E for the initial construction and, in its sole reasonable discretion, for the replacement of those items after normal wear and tear. Lessee is responsible for paying those costs and expenses on Exhibits D and E when replacement is due to a decision Lessee makes outside of Lessor's lifecycle replacement timing. By way of example, if Lessee changes its Advertisements after Lessor meets its obligations in Exhibits D and E, Lessee is responsible for those costs and expenses. Lessee shall provide Lessor the opportunity to review Advertisements and determine compliance in its sole discretion, with such approval not unreasonably withheld. Lessee shall have access to the Premises, during reasonable times of day, for purposes of installation and removal of any Advertisements. Lessee agrees to provide mutually agreeable signage or sponsorship or other inventory to Lessor or its agent for Lessor to include in sponsorship packages. Lessor shall pay Lessee rate card value for any such signage, sponsorship and inventory sold.

5. Lessee will have the exclusive right to sell programs or circulars and advertisements within those programs or circulars at Tennis Competitions and other Permitted Uses in the Premises. All revenues from the sale of the programs and program advertisements will be retained by Lessee. Lessee shall be responsible for all costs and expenses related to the programs and program advertisements.
6. Lessee shall be entitled to produce, broadcast, televise, record, telegraph, disseminate, reproduce, or transmitted by television, radio or telephone, or other method of transmission all Tennis Competitions, subject to rules and regulations established by Lessor from time to time. Any such guidelines, rules, and regulations promulgated by Lessor must be provided to Lessee in writing and Lessee must be provided thirty (30) days to review and implement them and/or negotiate their implementation. Any such guidelines, rules, and regulations must not conflict with any provisions of this Agreement and shall not adversely impact the Lessee's operations, as determined by Lessee in its sole discretion. Lessee shall retain the rights and revenues related to such transmission. Lessee shall not, nor shall its telecommunications provider, install any telecommunicating lines or equipment in or at the Premises without the consent of Lessor, which Lessor may grant or withhold in its sole discretion.
7. For the avoidance of doubt, Lessor shall be entitled to the entire amount of all other proceeds which in any way arise from the use of the Premises. Notwithstanding the foregoing, the parties agree to work together so that Lessee can maximize its revenue opportunities as set forth in this Exhibit F of this Agreement.
8. Where practical, procurements efforts carried out by the Lessor and its vendors pursuant to the terms of this Exhibit F, including goods, materials, supplies, equipment, and/or contracted services, shall be made on a competitive basis, including the use of competitive bidding procedures.
9. Leftwich Fixed Permanent Signage. Lessor reserves the right to negotiate and grant sponsorships for Leftwich and to affix permanent signage to Leftwich for the duration and in compliance of negotiated agreements for sponsorships. Lessor shall retain all revenue from such negotiated agreements and use said revenue for the operations and maintenance of Leftwich.
10. Leftwich Temporary Signage. For the duration of athletic competitions, tournament, or any event outside of standard practice schedule ("EVENT"), Lessee shall have the sole and exclusive control of and right to sell (and retain all revenue generated by the sale of) all announcements, acknowledgments, promotions, messages, displays, banners, sponsor signs and advertising (collectively "Advertising") throughout the Leased Premises of Leftwich. However, in no event, shall the Lessee display, promote, advertise in any form or manner advertisement that conflicts with prior sponsorship agreements between the Lessor and any company that the City has granted exclusive naming rights and pouring rights for Leftwich. Lessee may use a competitive beverage for participating teams within the Leased Premises, so long as Lessee does not publicly promote such competitive beverage. Lessee is responsible for all costs incurred in the

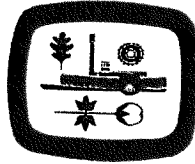
installation or removal of such signs, banners or advertising. Lessee shall have access to Leftwich at Lessor's discretion for purposes of installation and removal of such signage. Temporary Signage may not cover or intentionally block from view any of the affixed permanent signage already in place.

EXHIBIT G
MAINTENANCE SCHEDULE

Maintenance of the Leased Premises, fixtures and equipment shall be maintained according to the manufacturer's recommendations. All items shall be reviewed no less than every ten (10) years for replacement or renewal at the expense of Lessor. In the event that the spaces or purchased items are defective or fail prior to the end of the applicable warranty, not including negligent misuse by Lessee, maintenance and/or replacement will be the responsibility of Lessor.

TRANSPORTATION COMMITTEE

PUBLIC WORKS COMMITTEE



Memphis City Council Summary Sheet

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

This is a resolution to transfer and appropriate construction funds to Sewer Emergency Repairs, Project Number SW23202 for emergency sewer line repairs.

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

Public Works

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

This resolution does not change any existing ordinance or resolution.

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

The project is a work order based contract for emergency repairs at various locations throughout the City.

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

The request will not require a new construction contract or amend an existing contract.

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

Yes, this requires an expenditure of funds.

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

The MBE goal is 22% and the WBE goal is 3%. The MBE goal will be met by DC Construction Services LLC. The WBE goal will be met by All Rite Plumbing.

RESOLUTION

This is a resolution to transfer and appropriate construction funds to Sewer Emergency Repairs, Project Number SW23202 for emergency sewer line repairs.

WHEREAS, the Council of the City of Memphis approved FY'23 Rehab Existing Coverline, project number SW23200, as part of the Public Works Fiscal Year 2023 Capital Improvement Budget; and

WHEREAS, a bid was received on June 1, 2022, for emergency sewer repair services with the complying bid submitted by Acuff Enterprises, Inc., DBA Scott Contractors; and

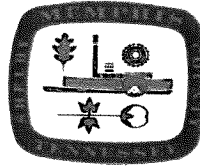
WHEREAS, it is necessary to transfer a construction allocation of \$10,000,000.00 funded by Capital Pay Go-Sewer in FY'23 Rehab Existing Coverline, project number SW23200, to Sewer Emergency Repairs, project number SW23202; and

WHEREAS, it is necessary to appropriate \$10,000,000.00 funded by Capital Pay Go-Sewer in Sewer Emergency Repairs, project number SW23202, for emergency sewer repair services.

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 a construction allocation of \$10,000,000.00 funded by Capital Pay Go-Sewer in FY'23 Rehab Existing Coverline, project number SW23200, to Sewer Emergency Repairs, project number SW23202, for emergency sewer line repairs.

BE IT FURTHER RESOLVED, that there be and is hereby appropriated the sum of \$10,000,000.00 funded by Capital Pay Go-Sewer chargeable to the FY2023 Capital Improvement Budget and credited as follows:

Project Title	Sewer Emergency Repairs
Project Number	SW23202
Total Amount	\$10,000,000.00



Memphis City Council Summary Sheet

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

This Resolution is an additional funds request for an existing three year contract to transfer and appropriate additional construction funds for project number SW22201-Install CIPP Annual 2022. This is for the second year.

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

Public Works

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

This resolution does not change any existing ordinance or resolution.

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

The project is a work order based contract for installation of CIPP at various locations throughout the City.

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

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

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

Yes, this requires an expenditure of funds.

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

The MBE goal is 4% and the WBE goal is 1%. The MBE goal will be met by Southland Enterprises. The WBE goal will be met by H&K Plumbing & Heating.



This Resolution is an additional funds request for the second year of an existing three-year contract to transfer and appropriate additional construction funds for project number SW22201-Install CIPP Annual 2022 to repair/rehab existing damaged sanitary sewer pipes using CIPP process at various locations. All Council and Super Districts 8 and 9.

WHEREAS, the Council of the City of Memphis approved FY'23 Rehab Existing Coverline, project number SW23200 and Install CIPP Annual 2022, project number SW22201, as part of the Public Works Fiscal Year 2023 Capital Improvement Budget; and

WHEREAS, there currently exists a three-year contract (estimated contract amount \$3,000,000.00/year). Council approved an appropriation via a Resolution (*CIP #SW22201*) awarding a construction contract to Moore Construction Services (*Contract #39296*) on March 1, 2022, for the installation of Cured In Place Pipe at various locations; and

WHEREAS, this is the second year of a three-year contract (# 39296) awarded to Moore Construction Services and it is necessary for additional construction funds in the amount of \$2,750,000.00 for Install CIPP Annual 2022, project number SW22201 to repair/rehab sanitary sewer pipes as stated above; and

WHEREAS, it is necessary to transfer a construction allocation of \$2,750,000.00 funded by Capital Pay Go-Sewer in FY'23 Rehab Existing Coverline, project number SW23200 to Install CIPP Annual 2022, project number SW22201 to repair/rehab sanitary sewer pipes as stated above; and

WHEREAS, it is necessary to appropriate \$2,750,000.00 funded by Capital Pay Go-Sewer in Install CIPP Annual 2022, project number SW22201 to repair/rehab sanitary sewer pipes as stated above; and

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 a construction allocation of \$2,750,000.00 funded by Capital Pay Go-Sewer in FY'23 Rehab Existing Coverline, project number SW23200 to Install CIPP Annual 2022, project number SW22201 to repair/rehab sanitary sewer pipes as stated above.

BE IT FURTHER RESOLVED, that there be and is hereby appropriated the sum of \$2,750,000.00 funded by Capital Pay Go-Sewer chargeable to the FY 2023 Capital Improvement Budget and credited as follows:

Project Title	Install CIPP Annual 2022
Project Number	SW22201
Total Amount	\$2,750,000.00



A resolution to transfer, allocate and appropriate construction funds under Construction PW23200 for Sidewalk Repairs

WHEREAS, the Council of the City of Memphis approved FY23 Sidewalk Cover line, PW23200 in the amount of \$1,000,000 as part of the Public Works Fiscal Year 2023 Capital Improvement Budget; and

WHEREAS, it is necessary to transfer the allocation of \$1,000,000 from PW23200 to Sidewalk Replacement, project number PW23201; and appropriate same, funded by G.O. Bonds and Operating Transfer Ins to repair sidewalks when property owners have not complied with repair notices or have been approved for assistance for repairs on sidewalk adjacent to property; and

WHEREAS, this appropriation would allow the funds encumbrance for a construction contract for PW22201;

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 a contract construction allocation in the amount of \$1,000,000 funded by G.O. Bonds (\$500,000.00 -Award 11005) and Operating Transfer In (\$500,000.00 -Award 11518) from FY23 Sidewalk Cover line, project number PW23201 chargeable to the FY2023 Capital Improvement budget and credited as follows:

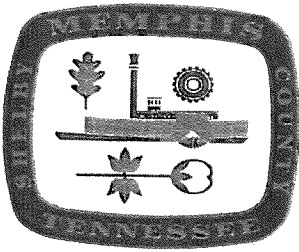
Contract Title: Sidewalk Replacement

Project Number: PW23201

GO Bond: \$500,000.00

Operating Transfer Ins: \$500,000.00

Total Amount: \$1,000,000



Memphis City Council Summary Sheet

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

Resolution to transfer, allocate and appropriate Construction Funds \$1,000,000 from CIP Coverline PW23200 to PW23201 for Sidewalk repairs various location in City of Memphis where property owners have failed to comply with notice or qualified for assistance.

This project will cover Council Districts 1,2,3,4,5,6,7 and Super Districts 8-1, 8-2, 8-3, 9-1, 9-2, 9-3

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

This project was initiated by the Public Works Division and will be administered by the Engineering Division

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

This resolution transfers, allocates and appropriates \$1,000,000 construction funds (Award #11005-\$500,000 and Award #11518-\$500,000) from Coverline PW23200 to PW23201

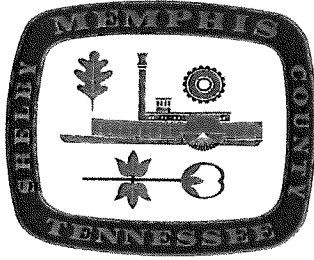
4. State whether this requires a new contract, or amends an existing contract, if applicable.

This resolution does not require new contract as the existing contract is for three (3) year

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

This resolution requires transfer, allocation and appropriation from existing FY23 Capital Budget coverline PW23200 for the construction under PW23201.

Same night meeting minutes are requested.



Memphis City Council Summary Sheet

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

A Resolution requesting the City of Memphis to transfer its ownership rights and interest in 5 parcels located in Council District 6 to the Blight Authority Memphis / Memphis Metropolitan Land Bank Authority, Shelby County, Tennessee 38106 and further described as Parcel #'s 013017 00013 | 013019 00015| 013033 00003 |013046 00036| 013054 00016;

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.

This item does not require a change to an existing ordinance.

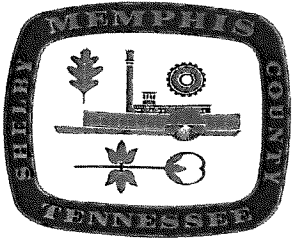
4. State whether this requires a new contract, or amends an existing contract, if applicable.

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

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

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

City Council Resolution



A Resolution requesting the City of Memphis to transfer its ownership rights and interest in 5 parcels located in Council District 6 to the Blight Authority Memphis /Memphis Metropolitan Land Bank Authority

Whereas the City of Memphis is the owner of Parcel ID #'s 013017 00013 | 013019 00015 | 013033 00003 |013046 00036| 013054 00016;

Whereas the Blight Authority Memphis / Memphis Metropolitan Land Bank Authority has submitted an offer of Five Hundred and Twenty-Five Dollars (\$525.00) for each Parcel totaling Two Thousand Six Hundred Twenty-Five Dollars (\$2,625.00);

Whereas the Blight Authority Memphis / Memphis Metropolitan Land Bank Authority works with communities to address blight and provide affordable housing through the building of single-family homes;

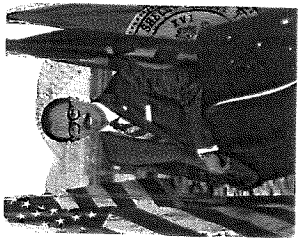
Whereas the Blight Authority Memphis / Memphis Metropolitan Land Bank Authority endeavors to redevelop these parcels for the betterment of the communities in Council District 6 and would like to acquire all interest in the aforementioned City owned parcels;

Whereas the Blight Authority Memphis /Memphis Metropolitan Land Bank Authority has requested that the City of Memphis transfer its interest in Parcel ID #'s 013017 00013 | 013019 00015| 013033 00003 |013046 00036| 013054 00016; and

Whereas it is deemed to be in the best interest of the Citizens of the City of Memphis and County of Shelby that said exchange be accepted subject to City Ordinance 2-16(F).

Now, therefore, be it resolved, by the Council of the City of Memphis that the request made by the Blight Authority Memphis / Memphis Metropolitan Land Bank Authority for the above described property be hereby accepted subject to the City Ordinance 2-16(F) which states in part, "Property acquired by the city for redevelopment purposes may be conveyed upon such terms and conditions as it deems proper and without regard to the conveyance procedure outlined in subsection A of this section, upon passage of a resolution authorizing such sale or conveyance by the City Council upon first reading, which reading shall be final."

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. **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

MEMPHIS CITY OF TAX SALE #5

EXH #497

Owner: MEMPHIS CITY OF TAX SALE #5

Parcel Address: 0 LATHAM

Parcel ID: 013017 00013

2023 Appraisal: \$3,000

Tax District: MEMPHIS

Year Built:

Lot Number: 0 3

Subdivision: RAUCH

Plat BK & PG: UNKNOWN

Dimensions: 30.3/30 X 128.6/124.3

Total Acres: 0.087

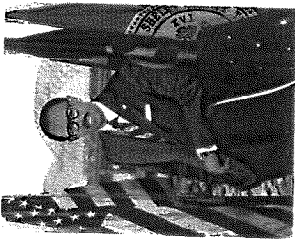
Owner Address: 125 N MAIN ST

MEMPHIS TN

38103 2026



Shelby County ITS / REGIS 150 North Main, Suite 1000, Memphis, TN 38103
Email: REGIS@shelbycountyttn.gov | www.gis.shelbycountyttn.gov, REGIS.ShelbyCountyGovernment



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

Owner: MEMPHIS CITY OF FOR COMM DEV

Parcel Address: 268 E OLIVE AVE

Parcel ID: 013019 00015

2023 Appraisal: \$3,000

Tax District: MEMPHIS

Year Built:

Lot Number: 0 8

Subdivision: HAYNES

Plat BK & PG: 5-33

Dimensions: 50/47 X 147

Total Acres: 0.163

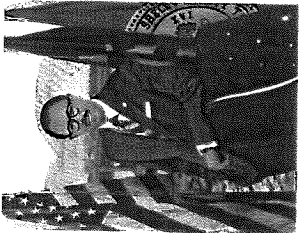
Owner Address: 125 N MAIN ST

MEMPHIS TN

38103 2026



Shelby County / TN / RECIS 150 North Main, Suite 300, Memphis, TN 38103 - email: RECIS@shelbycountytn.gov
www.shelbycountytn.gov RECIS Shelby County Government



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

Owner: MEMPHIS CITY OF

Parcel Address: 431 LUCY AVE

Parcel ID: 013054 00016

2023 Appraisal: \$3,000

Tax District: MEMPHIS

Year Built:

Lot Number: 21

Subdivision: RANDOLPH

Plat BK & PG: UNKNOWN

Dimensions: 45X134

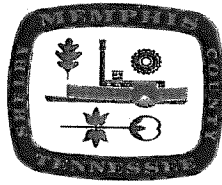
Total Acres: 0.138

Owner Address: 125 N MAIN ST STE 406

MEMPHIS TN

38103 2030





Memphis City Council Summary Sheet

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

This is a Resolution requesting the approval of the sale of city owned property acquired by the City of Memphis Tax Sale 16.05, located at 1417 Nicholas Street in Memphis Shelby County, Tennessee 38107 Parcel039019 00007

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

General Service

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

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

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

Council District 7 and Super district 8

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

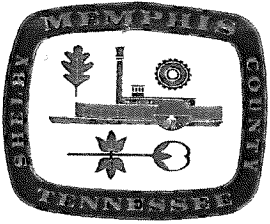
N/A - Sale

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 requesting the approval the sale of a city owned property known as 1417 Nicholas Street, Memphis, TN 38107, Parcel ID# 039019 00007

WHEREAS, the City of Memphis owns the property known as 1417 Nicholas Street, Memphis, TN 38107 ("The Property") was acquired in the City Tax Sale 16.05 and is further identified by Shelby County Tax Assessor as Parcel # 039019 00007 containing 0.16 acres, more or less;

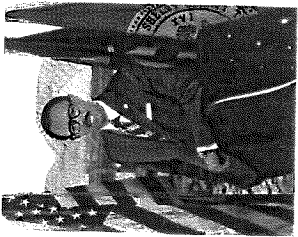
WHEREAS, the sale of the subject Property will increase the City's General Fund, generate tax revenue, and eliminate blight and maintenance cost for the City of Memphis; and

WHEREAS, Willie Robinson submitted an offer of Three Thousand Dollars (\$3,000.00) along with a Six Hundred Fifteen Dollars (\$615.00) Earnest Money deposit to the City of Memphis Real Estate Office; and

WHEREAS, is it 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 the terms and conditions set forth in the Offer to Purchase and in City Ordinance 5637.

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Memphis that the offer made by Willie Robinson, on the above described property is hereby accepted subject to the City Ordinance 5637, Amendment to section 2-291-1(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 Office shall prepare and arrange for the execution of the quit claim deed, and any other documents incidental to the completion of the transfer, and the Mayor of the City of Memphis is hereby authorized to execute said deeds or any other documents necessary to complete the sale and conveyance.



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

Owner: CITY OF MEMPHIS TAX SALE 16.05

Parcel Address: 1417 NICHOLAS ST

Parcel ID: 039019 00007

2023 Appraisal: \$2,400

Tax District: MEMPHIS

Year Built:

Lot Number: 48-49

Subdivision: FACTORIA

Plat BK & PG: 7-86

Dimensions: 50 X 140

Total Acres: 0.16

Owner Address: 125 N MAIN ST

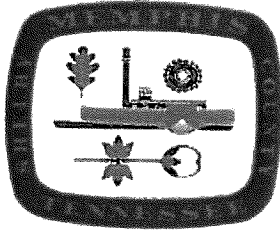
MEMPHIS TN

38103 2026

Map prepared on 4/19/2023



Shelby County GIS / ReGIS 160 North Main, Suite 3000, Memphis, TN 38116
email: ReGIS@shelbycountytg.gov
www.gis.shelbycountytg.gov, ReGIS@shelbycountygov



Resolution to approve a Memorandum of Understanding (MOU) with the Shelby County Government and the City of Memphis Division of Solid Waste for the purpose of conducting a regional waste characterization study and solid waste master plan for Shelby County.

WHEREAS, Tennessee Code Annotated Sections 12-9-101 through 12-9-109 authorizes public agencies of the State of Tennessee to enter into interlocal agreements such as this MOU.

WHEREAS, the City of Memphis Division of Solid Waste is seeking to partner with the Shelby County Government to conduct a solid waste characterization study that analyzes the composition of solid waste generated, transferred, processed, recycled, or disposed within Shelby County to aid in planning efforts for improving waste diversion, and to use the findings from the study to develop a long-term, regional solid waste master plan; and

WHEREAS, the aforementioned study and plan will advance the sustainability and climate goals of Memphis and Shelby County to reduce emissions, promote a green economy, and divert waste from landfills; and

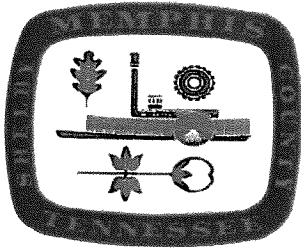
WHEREAS, a Memorandum of Understanding (“MOU”) has been prepared to codify the responsibilities and rights of both parties in the formulation of a partnership to carry out responsibilities related to a waste characterization study and regional solid waste master plan; and

WHEREAS, in consideration of these premises the Parties hereby agree as follows. The City and County shall provide the following contributions to fund the implementation of the Study and development of the subsequent Master Plan:

City of Memphis	\$200,000.00
Shelby County	\$200,000.00

WHEREAS, funds are available in the Division of Solid Waste Operating budget.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the MOU with the Shelby County Government is hereby accepted.



Memphis City Council Summary Sheet

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

Resolution to approve a Memorandum of Understanding (MOU) with the Shelby County Government and the City of Memphis Division of Solid Waste for the purpose of conducting a regional waste characterization study and solid waste master plan for Shelby County.

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

This is initiated by Solid Waste Division.

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

N/A

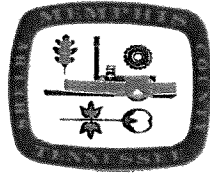
4. State whether this requires a new contract, or amends an existing contract, if applicable.

N/A

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

No budget amendment is required. The funds are available as approved in the FY23 Solid Waste Operating Budget.

Same night meeting minutes requested.



Memphis City Council Summary Sheet

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

This is a Resolution to amend Public Works Division Fiscal Year 2023 Operating Budget Appropriation by transfer of inter-category operation funds. This proposal will impact all Districts. (Request for Same Night Minutes)

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

Public Works Division

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

NA

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

This will impact all Council Districts and Super Districts.

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

NA

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

Requires a budget amendment.

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

NA



RESOLUTION

This is a Resolution to amend Public Works Division Fiscal Year 2023 Operating Budget to reallocate appropriate funding for increased operating expenses. This request will impact all Districts and Super Districts. (Request for Same Night Minutes)

WHEREAS, on June 7, 2022, the Council of the City of Memphis approved the Fiscal Year 2023 Operating Budget Appropriation Ordinance 5827 effective July 1, 2022; and

WHEREAS, based on operations to date, the Public Works Division needs to transfer inter-category funds in order to accommodate increase in related operating expenses. This increase resulting from emergency contracts to fund Administration Projects; and

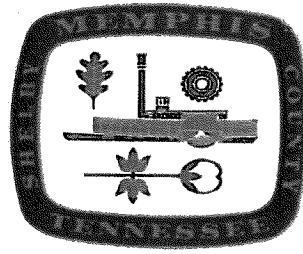
WHEREAS, it is necessary to amend the Public Works Street Maintenance Fiscal Year FY2023 Operating Budget by reallocate appropriate funding of \$900,000.00 in 170201 Street Maintenance, Full-Time Salaries and increase of \$900,000.00 in 170202 Right-of-Way, Miscellaneous Professional Services to fund increase in operating expenses as stated above; and

WHEREAS, it is necessary to amend the Fiscal Year FY2023 Operating Budget by decrease of \$910,000.00 in Neighborhood Improvement Service Centers (171702, 171703 and 171705), Full-Time Salaries and increase of \$910,000.00 in Neighborhood Improvement Service Centers (171701, 171702, 171703 and 171705), Miscellaneous Professional Services to fund increase in operating expenses as stated above; and

WHEREAS, it is necessary to amend the Fiscal Year 2023 General Fund Adopted Budget to reallocate appropriations to match operating expenses that is projected differently than the FY2023 General Fund Adopted Budget.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Memphis that the Fiscal Year 2023 General Funding Operating Budget be amended in accordance with Tennessee Constitution Article 2 § 24 TCA § 9-1-116, Municipal Budget Law of 1982 in the amount of \$1,810,000.00 for the Public Works Division specific to the general ledger line items for certain funding for the amended expenses in the amount \$1,810,000.00.

BE IT FUTHER RESOLVED, that the FY 2023 Operating Budget be and is hereby amended by appropriating the expenses for the Public Works Division in the amount of \$1,810,000.00 for operating expenses that is projected differently than the FY2023 General Fund Adopted Budget.



Memphis City Council Summary Sheet

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

This resolution is to provide One Hundred Thousand Dollars (\$100,000) in grant funds to Clean Memphis, Inc. from the FY2023 Storm Water Program Operating Budget for the share of cost to implement clean water initiatives in various City of Memphis' dainage basins by removing waste and debris. Clean Memphis, Inc. will also provide environmental book clubs for 2nd and 3rd grade students.

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

The Public Works Division is the initiating party of this resolution.

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

This is a change to an existing resolution to include environmental book clubs targeting 2nd and 3rd grade students. These book clubs will allow Clean Memphis, Inc. to deliver valuable lessons through the lens of literacy at an age where reading is critical to students' long-term success. In addition, the grant amount has been increased from \$75,000 per year to \$100,000 per year.

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

N/A

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

The grant agreement between the City of Memphis and Clean Memphis, Inc. is an amendment to an existing contract to \$100,000. This agreement will be renewable for a period of three years subject to funding availability.

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

This requires an expenditure of funds from the FY23 Stormwater Program Operating Budget in the total amount of \$100,000.

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

There is not an M/WBE goal. Clean Memphis is non-profit.



Resolution – Public Works

A resolution to provide grant funding in the amount of One Hundred Thousand Dollars (\$100,000) from the FY2023 Storm Water Program Operating Budget for clean water initiative and environmental book clubs for 2nd and 3rd grade students.

WHEREAS, the City of Memphis (“City”) is committed to storm water quality and in accordance with its Storm Water NPDES Permit, has an obligation to reduce pollutants and waste from negatively impacting streams and other such natural resources within the City of Memphis limits;

WHEREAS, Clean Memphis, Inc. (“Clean”) has proposed to share the cost to maintain a clean water initiative for various drainage basins with the City of Memphis to remove waste and debris that would otherwise enter the storm water system thus, negatively impacting a valuable natural resource;

WHEREAS, by Resolution dated November 15, 2022, Clean agreed to accept grant funds from the City to maintain a clean water initiative (“Agreement”);

WHEREAS, City and Clean now desire to formally amend said Agreement to include an additional need for building a strong environmental education foundation for 2nd and 3rd grade students through Clean’s environmental book clubs. These book clubs will allow Clean to deliver valuable lessons through the lens of literacy at an age where reading is critical to student’s long-term success;

WHEREAS, the parties now desire to amend the Agreement to change the grant amount to One Hundred Thousand Dollars (\$100,000) to Clean on an annual basis for a period of three (3) years to assist in funding such initiative.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that Public Works provide Clean Memphis, Inc. grant funds in the amount of One Hundred Thousand Dollars (\$100,000).

BE IT FURTHER RESOLVED that, in the event Clean Memphis, Inc. fails to use the funding for stormwater quality initiatives and the environmental book clubs as authorized by the City of Memphis, such funding shall be returned to the City of Memphis.