



Memphis City Council Summary Sheet

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

This is a request to accept additional TDOT funds related to the grant for the Elvis Presley Blvd project. This amendment #2 adds an additional \$297,397 in federal funds and an additional \$5,400,000 in state funds to the grant amount.

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

Engineering

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

none

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

This is Amendment #2 to a grant agreement with TDOT.

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

The related GO Bond funding for this project is already in this year's CIP budget.

This resolution accepts additional grant funds from the State of Tennessee Department of Transportation for the Elvis Presley Boulevard project.

WHEREAS, the Council of the City of Memphis approved Elvis Presley/Shelby/Winchester, project number PW01064 as part of the Fiscal Year 2014 Capital Improvement Program; and

WHEREAS, on October 12, 2010 the City of Memphis entered into a contract with the State of Tennessee Department of Transportation, in which the State agreed to fund 80% of the project cost with a local match of 20%; and

WHEREAS, the State has submitted a contract amendment for additional Construction and Planning funds in the amount of \$5,697,397.00; and

WHEREAS, it is necessary to accept Federal Grant funds in the amount of \$297,397.00 and \$5,400,000.00 in State Grant funds funded by the Surface Transportation Program; and

WHEREAS, it is necessary to amend the Fiscal Year 2014 Capital Improvement Budget by increasing a Construction allocation in the amount of \$4,908,449.00 and Planning allocation in the amount of \$788,948.00 funded by Federal and State Grant funds for Elvis Presley/Shelby/Winchester, project number PW01064.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that \$297,397.00 in Federal Grant funds and \$5,400,000.00 in State Grant funds, is accepted from the State of Tennessee Department of Transportation funded by the Surface Transportation program.

BE IT FURTHER RESOLVED, that the Fiscal Year 2014 Capital Improvement Budget be and is hereby amended by increasing a construction allocation in the amount \$4,908,449.00 and Planning allocation in the amount of \$788,948.00 funded by Federal and State Grant Funds for Elvis Presley/Shelby/Winchester, project number PW01064.



Memphis City Council Summary Sheet

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

This is a request to accept TDOT funds related to the grant for the Repair of 14 Bridges on Sam Cooper. The total grant amount is \$5,333,000 of which \$4,266,400 (80%) are federal funds and \$1,066,600 (20%) are local funds.

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

Engineering

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

none

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

This is a new grant contract.

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

The related GO Bond funding for this project is already in this year's CIP budget.

Resolution accepting grant funds to Repair (14) Bridges Sam Cooper

WHEREAS, the Council of the City of Memphis approved STP Bridge Repair @ Various Locations, project number PW02034 as part of the Fiscal Year 2014 Capital Improvement Budget; and

WHEREAS, the City of Memphis will enter into a contract with the State of Tennessee Department of Transportation and the State has agreed to fund \$383,840.00 which is 80% of the architecture and engineering project cost with a local match of \$95,960.00; and

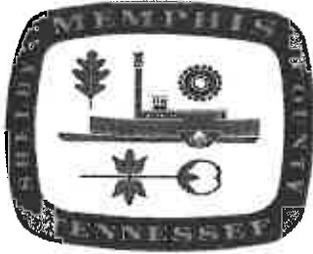
WHEREAS, in this contract the State has also agreed to fund \$3,882,560.00 which is 80% of the construction costs with a local match of \$970,640.00; and

WHEREAS, it is necessary to accept grant and establish allocations in the amount of \$383,840.00 for engineering activities and \$3,882,560.00 for construction funded by the Surface Transportation Program; and

WHEREAS, it is necessary to transfer an allocation in the amount of \$1,066,600.00 (\$970,640.00 construction and \$95,960.00 Architecture and Engineering) in G.O. Bonds-General from STP Bridge Repair @ Various Locations, project number PW02034 to Repair (14) Bridges Sam Cooper, project number PW01253.

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Memphis is hereby accepting Federal Grant funds from the State of Tennessee Department of Transportation and establishing an allocation in the amount of \$383,840.00 for engineering activities and \$3,882,560.00 for construction funded by the Surface Transportation Program.

BE IT FURTHER RESOLVED that the FY2014 Capital Improvement Budget be amended by transferring an allocation in the amount of \$1,066,600.00 (\$970,640.00 construction and \$95,960.00 Architecture and Engineering) in G.O. Bonds General from STP Bridge Repair @ Various Locations, project number PW02034 to Repair (14) Bridges Sam Cooper, project number PW01253.



Memphis City Council Summary Sheet

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

This is a request to accept TDOT funds related to the grant for the Repair of Brooks Road Bridge over Days Creek. The total grant amount is \$815,000, of which \$652,000 (80%) are federal funds and \$163,000 (20%) are local funds.

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

Engineering

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

none

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

This is a new grant contract.

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

The related GO Bond funding for this project is already in this year's CIP budget.

**Resolution accepting grant funds to Repair Brooks Road Bridge over Days
Creek**

WHEREAS, the Council of the City of Memphis approved STP Bridge Repair @ Various Locations, project number PW02034 as part of the Fiscal Year 2014 Capital Improvement Budget; and

WHEREAS, the City of Memphis will enter into a contract with the State of Tennessee Department of Transportation and the State has agreed to fund \$20,000.00 which is 80% of the architecture and engineering project cost with a local match of \$5,000.00; and

WHEREAS, in this contract the State has also agreed to fund \$632,000.00 which is 80% of the construction costs with a local match of \$158,000.00; and

WHEREAS, it is necessary to accept grant and establish allocations in the amount of \$20,000.00 for engineering activities and \$632,000.00 for construction funded by the Surface Transportation Program; and

WHEREAS, it is necessary to transfer an allocation in the amount of \$163,000.00 (\$158,000.00 construction and \$5,000.00 Architecture and Engineering) in G.O. Bonds-General from STP Bridge Repair @ Various Locations, project number PW02034 to Repair Brooks Road Bridge, project number PW01252.

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Memphis is hereby accepting Federal Grant funds from the State of Tennessee Department of Transportation and establishing an allocation in the amount of \$20,000.00 for engineering activities and \$632,000.00 for construction funded by the Surface Transportation Program.

BE IT FURTHER RESOLVED that the FY2014 Capital Improvement Budget be amended by transferring an allocation in the amount of \$163,000.00 (\$158,000.00 construction and \$5,000.00 Architecture and Engineering) in G.O. Bonds General from STP Bridge Repair @ Various Locations, project number PW02034 to Repair Brooks Road Bridge, project number PW01252.



Memphis City Council Summary Sheet

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

This is a request to accept TDOT funds related to the grant for STP 5 Resurfacing Project. The total grant amount is \$8,672,900, of which \$6,938,320 (80%) are federal funds and \$1,734,580 (20%) are local funds.

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

Engineering

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

none

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

This is a new grant contract.

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

The related GO Bond funding for this project is already in this year's CIP budget.

Resolution accepting grant funds for STP Group 5 Resurfacing

WHEREAS, the Council of the City of Memphis approved STP Repaving, project number PW01199 as part of the Fiscal Year 2014 Capital Improvement Budget; and

WHEREAS, the City of Memphis will enter into a contract with the State of Tennessee Department of Transportation and the State has agreed to fund \$453,120.00 which is 80% of the architecture and engineering project cost with a local match of \$113,280.00; and

WHEREAS, in this contract the State has also agreed to fund \$6,480,200.00 which is 80% of the construction costs with a local match of \$1,621,300.00; and

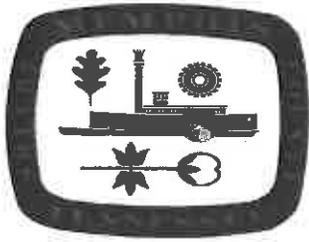
WHEREAS, it is necessary to accept this grant and establish allocations in the amount of \$453,120.00 for engineering activities and \$6,480,200.00 for construction funded by the Surface Transportation Program; and

WHEREAS, it is necessary to transfer an allocation in the amount of \$1,734,580.00 (\$1,621,300.00 construction and \$113,280.00 Architecture and Engineering) in G.O. Bonds General from STP Repaving, project number PW01199 to STP Group 5 Resurfacing, project number PW01254.

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Memphis is hereby accepting Federal Grant funds from the State of Tennessee Department of Transportation and establishing an allocation in the amount of \$453,120.00 for engineering activities and \$1,621,300.00 for construction funded by the Surface Transportation Program.

BE IT FURTHER RESOLVED that the FY2014 Capital Improvement Budget be amended by transferring an allocation in the amount of \$1,734,580.00 (\$1,621,300.00 construction and \$113,280.00 Architecture and Engineering) in G.O. Bonds General from STP Repaving, project number PW01199 to STP Group 5 Resurfacing, project number PW01254.

Memphis City Council Summary Sheet Template



Memphis City Council Summary Sheet

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

This resolution amends the Fiscal Year 2014 CIP Budget by accepting Surface Transportation Program (STP) grant funds and establishing funding for the STP Isolated Traffic Signal Improvements (Group 3) Project (EN01051)

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

This Project was initiated by the Tennessee Department of Transportation and is being administrated and locally managed by the City of Memphis, Division of Engineering.

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

This project does not involve a change to an existing ordinance or resolution.

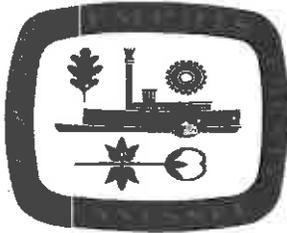
4. State whether this requires a new contract, or amends an existing contract, if applicable.

This resolution does not require a new contract or an amendment to an existing contract.

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

The project funds originate from the Federal Highway Administration. The grant funding is funneled to the City of Memphis through the Tennessee Department of Transportation (TDOT). This resolution amends the Fiscal Year 2014 CIP budget by accepting and establishing grant funding in the amount of \$3,386,500.00.

City Council Resolution Template



A Resolution to amend the Fiscal Year 2014 CIP Budget by accepting Surface Transportation Program (STP) grant funds and establishing funding for the STP Isolated Traffic Signal Improvements (Group 3) Project (EN01051)

WHEREAS, the City of Memphis Division of Engineering has received grant funds through the State of Tennessee in the amount of Three Million, Three Hundred Eighty Six Thousand, Five Hundred Dollars (\$3,386,500.00) in 100% Surface Transportation Program grant funds from the Federal Highway Administration; and

WHEREAS, these funds will be used by the Division of Engineering to modernize traffic signals at 10 Intersections along Various Corridors; and

WHEREAS, it is necessary to accept the grant funding and amend the Fiscal Year 2014 CIP Budget to establish funds for the STP Isolated Traffic Signal Improvements (Group 3) Project (EN01051); and

WHEREAS, it is necessary to appropriate the grant funds in the amount of Three Million, Three Hundred Eighty Six Thousand, Five Hundred Dollars (\$3,386,500.00) for the STP Isolated Traffic Signal Improvements (Group 3) Project (EN01051)

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the Surface Transportation Program grant funds in the amount of Three Million, Three Hundred Eighty Six Thousand, Five Hundred Dollars (\$3,386,500.00) be accepted by the City of Memphis.

BE IT FURTHER RESOLVED, that the fiscal year 2014 CIP Budget be and is hereby amended by appropriating the Expenditures and Revenues for the STP Isolated Traffic Signal Improvements (Group 3) Project grant in the amount of Three Million, Three Hundred Eighty Six Thousand, Five Hundred Dollars (\$3,386,500.00) as follows:

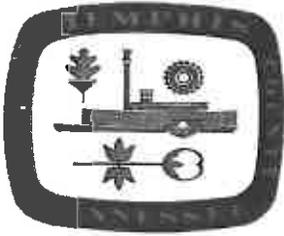
Revenue

Federal Highway Administration (STP Grant)	\$3,386,500.00
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Expenditure

Salaries Full Time	\$60,000.00
Contract Arc/Eng	\$714,000.00
<u>Contract Construction</u>	<u>\$2,612,500.00</u>
Total	\$3,386,500.00

City Council Resolution Template



A Resolution to amend the Fiscal Year 2014 CIP Budget by accepting Surface Transportation Program (STP) grant funds and establishing funding for the STP Isolated Traffic Signal Improvements (Group 2) Project (EN01050)

WHEREAS, the City of Memphis Division of Engineering has received grant funds through the State of Tennessee in the amount of Three Million, Seven Hundred Eighty Five Thousand, Five Hundred Dollars (\$3,785,500.00) in 100% Surface Transportation Program grant funds from the Federal Highway Administration; and

WHEREAS, these funds will be used by the Division of Engineering to modernize traffic signals at 12 Intersections along various corridors; and

WHEREAS, it is necessary to accept the grant funding and amend the Fiscal Year 2014 CIP Budget to establish funds for the STP Isolated Traffic Signal Improvements (Group 2) Project (EN01050); and

WHEREAS, it is necessary to appropriate the grant funds in the amount of Three Million, Seven Hundred Eighty Five Thousand, Five Hundred Dollars (\$3,785,500.00) for the STP Isolated Traffic Signal Improvements (Group 2) Project (EN01050)

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the Surface Transportation Program grant funds in the amount of Three Million, Seven Hundred Eighty Five Thousand, Five Hundred Dollars (\$3,785,500.00) be accepted by the City of Memphis.

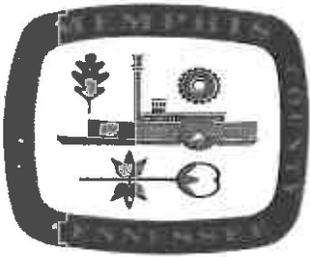
BE IT FURTHER RESOLVED, that the fiscal year 2014 CIP Budget be and is hereby amended by appropriating the Expenditures and Revenues for the STP Isolated Traffic Signal Improvements (Group 2) Project grant in the amount of Three Million, Seven Hundred Eighty Five Thousand, Five Hundred Dollars (\$3,785,500.00) as follows:

Revenue

Federal Highway Administration (STP Grant)	\$3,785,500.00
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Expenditure

Salaries Full Time	\$60,500.00
Contract Arc/Eng	\$815,000.00
<u>Contract Construction</u>	<u>\$2,910,000.00</u>
Total	\$3,785,500.00



City Council Item Routing Sheet

Division: Engineering. **Committee** [Click here to enter text.](#) **Hearing Date** [Click here to enter text.](#)

Ordinance

Resolution

Grant Acceptance

Budget Amendment

Commendation

Other: [Click here to enter text.](#)

Item Description (Not the caption, but what does it do): Resolution amending the FY14 CIP Budget by accepting \$3,785,500.00 in STP grant funds awarded by the Federal Highway Administration (through the Tennessee Department of Transportation) to the Division of Engineering and establishing funding for the STP Isolated Traffic Signal Improvements (Group 2) project (EN01050).

Recommended Council Action: Adopt the resolution. (City Engineering recommends approval)

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

Does this item require city expenditure?

No City Expenditure

\$3,785,500.00 **Revenue to be received**

Source and Amount of Funds

\$[Click here to enter text.](#) **Operating Budget**

\$[Click here to enter text.](#) **CIP Project #**[Click here to enter text.](#)

\$3,785,500.00 **Federal Highway (STP Grant)**

Approvals

Director _____ Date _____

Director _____ Date _____

Budget Manager _____ Date _____

Finance Director _____ Date _____

City Attorney _____ Date _____

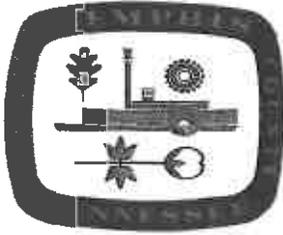
Chief Administrative Officer

_____ Date _____

Council Committee Chair

_____ Date _____

City Council Resolution Template



A Resolution to amend the Fiscal Year 2014 CIP Budget by accepting Surface Transportation Program (STP) grant funds and establishing funding for the STP Isolated Traffic Signal Improvements (Group 1) Project (EN01049)

WHEREAS, the City of Memphis Division of Engineering has received grant funds through the State of Tennessee in the amount of Four Million, Two Hundred Fifty One Thousand, Seven Hundred Fifty Dollars (\$4,251,750.00) in 100% Surface Transportation Program grant funds from the Federal Highway Administration; and

WHEREAS, these funds will be used by the Division of Engineering to modernize traffic signals at 12 Intersections along Jackson Ave.; and

WHEREAS, it is necessary to accept the grant funding and amend the Fiscal Year 2014 CIP Budget to establish funds for the STP Isolated Traffic Signal Improvements (Group 1) Project (EN01049); and

WHEREAS, it is necessary to appropriate the grant funds in the amount of Four Million, Two Hundred Fifty One Thousand, Seven Hundred Fifty Dollars (\$4,251,750.00) for the STP Isolated Traffic Signal Improvements (Group 1) Project (EN01049)

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the Surface Transportation Program grant funds in the amount of Four Million, Two Hundred Fifty One Thousand, Seven Hundred Fifty Dollars (\$4,251,750.00) be accepted by the City of Memphis.

BE IT FURTHER RESOLVED, that the fiscal year 2014 CIP Budget be and is hereby amended by appropriating the Expenditures and Revenues for the STP Isolated Traffic Signal Improvements (Group 1) Project grant in the amount of Four Million, Two Hundred Fifty One Thousand, Seven Hundred Fifty Dollars (\$4,251,750.00) as follows:

Revenue

Federal Highway Administration (STP Grant)	\$4,251,750.00
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Expenditure

Salaries Full Time	\$85,000.00
Contract Arc/Eng	\$850,000.00
<u>Contract Construction</u>	<u>\$3,316,750.00</u>
Total	\$4,251,750.00

Memphis City Council Summary Sheet Template



Memphis City Council Summary Sheet

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

This resolution amends the Fiscal Year 2014 CIP Budget by accepting Surface Transportation Program (STP) grant funds and establishing funding for the STP Isolated Traffic Signal Improvements (Group 1) Project (EN01049)

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

This Project was initiated by the Tennessee Department of Transportation and is being administrated and locally managed by the City of Memphis, Division of Engineering.

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

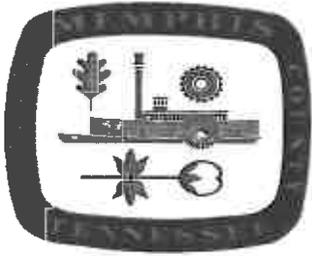
This project does not involve a change to an existing ordinance or resolution.

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

This resolution does not require a new contract or an amendment to an existing contract.

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

The project funds originate from the Federal Highway Administration. The grant funding is funneled to the City of Memphis through the Tennessee Department of Transportation (TDOT). This resolution amends the Fiscal Year 2014 CIP budget by accepting and establishing grant funding in the amount of \$4,251,750.00.



City Council Item Routing Sheet

Division: Engineering. **Committee** [Click here to enter text.](#) **Hearing Date** [Click here to enter text.](#)

Ordinance

Resolution

Grant Acceptance

Budget Amendment

Commendation

Other: [Click here to enter text.](#)

Item Description (Not the caption, but what does it do): Resolution amending the FY14 CIP Budget by accepting \$4,251,750.00 in STP grant funds awarded by the Federal Highway Administration (through the Tennessee Department of Transportation) to the Division of Engineering and establishing funding for the STP Isolated Traffic Signal Improvements (Group 1) project (EN01049).

Recommended Council Action: Adopt the resolution. (City Engineering recommends approval)

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

Does this item require city expenditure?

No City Expenditure

\$4,251,750.00 Revenue to be received

Source and Amount of Funds

\$[Click here to enter text.](#) **Operating Budget**

\$[Click here to enter text.](#) **CIP Project** #[Click here to enter text.](#)

\$4,251,750.00 **Federal Highway (STP Grant)**

Approvals

Director _____ Date _____

Director _____ Date _____

Budget Manager _____ Date _____

Finance Director _____ Date _____

City Attorney _____ Date _____

Chief Administrative Officer

_____ Date _____

Council Committee Chair

_____ Date _____



Memphis City Council Summary Sheet

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

This a Resolution requesting the approval of the acquisition of real property jointly owned by the City of Memphis and Shelby County for the necessary expansion of the T E Maxson Sewer Treatment Plant. The subject property is vacant land that is located on Pidgeon Industrial Park; more particularly described as a portion of Parcel #050101 00065 spanning approximately 65 acres. The Parcel will be purchased for \$215,000, and all of the funds will go to EDGE.

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 item is not 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 requires \$215,000 from Sewer Funds.



A Resolution approving the Acquisition of Property

WHEREAS, The City of Memphis and Shelby County jointly own the subject property surrounding the T E Maxson Sewer Treatment Plant known as Parcel number 050101 00065 which is approximately 65 acres and is more particularly described as follows, to wit:

Legal description of part of the City of Memphis, Tennessee and county of Shelby, Tennessee property as recorded in deed book 3937-page 205 in the register's office of Shelby county, Tennessee, being part of parcel 3 and part of parcel 4 of said deed and also being part of lot 11, part of lot 12 and part of lot 13 of the Ensley plantation subdivision as recorded in plat book 3-pages 59 and 60 in the Shelby county register's office, all lying in the city of Memphis, Shelby county, Tennessee, being more particularly described as follows:

COMMENCING AT A FOUND ANGLE IRON ON THE SOUTHWEST CORNER OF THE TENNESSEE VALLEY AUTHORITY (TVA), UNITED STATES OF AMERICA PROPERTY AS RECORDED PER DEED INSTRUMENT NUMBER W11037, SAID ANGLE IRON BEING FURTHER LOCATED AT TENNESSEE STATE PLANE (NAD 83) COORDINATES OF 294603.33 FEET NORTH AND 726675.76 FEET EAST; THENCE NORTH 82 DEGREES 06 MINUTES 15 SECONDS WEST – 420.00 FEET ALONG THE WESTWARD EXTENSION OF THE SOUTH LINE OF THE TVA PROPERTY TO A POINT IN THE EAST LINE OF THE CITY OF MEMPHIS PROPERTY AS RECORDED PER DEED INSTRUMENT NUMBER S37519; THENCE NORTH 07 DEGREES 55 MINUTES 49 SECONDS EAST – 339.54' ALONG THE EAST LINE OF SAID CITY OF MEMPHIS PROPERTY TO A SET 1/2" REBAR ON THE POINT OF BEGINNING, BEING THE NORTHEAST CORNER OF THE CITY OF MEMPHIS PROPERTY AS RECORDED PER DEED INSTRUMENT NUMBER S37519, SAID POINT OF BEGINNING BEING FURTHER LOCATED AT TENNESSEE STATE PLANE COORDINATES (NAD 83) OF 294997.32 FEET NORTH AND 726306.59 FEET EAST; THENCE NORTH 82 DEGREES 04 MINUTES 11 SECONDS WEST ALONG THE AFORESAID CITY OF MEMPHIS PROPERTY A DISTANCE OF 430.00 FEET TO A POINT ON THE NORTHWEST CORNER OF SAID CITY OF MEMPHIS PROPERTY PER INSTRUMENT NUMBER S37519 IN THE EAST LINE OF THE CITY OF MEMPHIS PROPERTY PER DEED INSTRUMENT NUMBER H43568; THENCE FOLLOWING ALONG THE OUTER BOUNDARY OF THE CITY OF MEMPHIS PROPERTY PER DEED INSTRUMENT NUMBER H43568 AS FOLLOWS: NORTH 07 DEGREES 55 MINUTES 49 SECONDS EAST, A DISTANCE OF 450.00 FEET TO A FOUND REBAR; THENCE NORTH 82 DEGREES 04 MINUTES 11 SECONDS WEST, A DISTANCE OF 950.00 FEET TO A POINT (FOUND 1" REBAR=N87°31'13"W-2.54' FROM CORNER); THENCE NORTH 07 DEGREES 55 MINUTES 49 SECONDS EAST, A DISTANCE OF 65.00 FEET TO A POINT; THENCE NORTH 82 DEGREES 04 MINUTES 11 SECONDS WEST, A DISTANCE OF 390.00 FEET TO A POINT; THENCE SOUTH 85 DEGREES 57 MINUTES 19 SECONDS WEST, A DISTANCE OF 168.68 FEET TO A POINT; THENCE SOUTH 73 DEGREES 58 MINUTES 19 SECONDS WEST, A DISTANCE OF 246.15 FEET (CALL=246.29') TO A POINT; THENCE SOUTH 52 DEGREES 55 MINUTES 49 SECONDS WEST, A DISTANCE OF 311.19 FEET (CALL=313.13'); THENCE SOUTH 07 DEGREES 55 MINUTES 49 SECONDS WEST, A DISTANCE OF 1,500.00 FEET TO A POINT; THENCE SOUTH 82 DEGREES 04 MINUTES 11 SECONDS EAST AND PASSING THE SOUTHEAST CORNER OF THE CITY OF MEMPHIS PROPERTY PER DEED INSTRUMENT NUMBER H43568 AND SOUTHWEST CORNER OF THE CITY OF MEMPHIS PROPERTY PER DEED INSTRUMENT NUMBER S37519 AT 1950.00 FEET, A TOTAL DISTANCE OF 2,380.00 FEET TO A POINT ON THE SOUTHEAST CORNER OF THE CITY OF MEMPHIS PROPERTY PER DEED INSTRUMENT NUMBER S37519 IN THE WEST LINE OF A MEMPHIS, LIGHT, GAS AND

WATER (MLGW) EASEMENT AS RECORDED PER INSTRUMENT NUMBER U26159; THENCE SOUTH 07 DEGREES 55 MINUTES 49 SECONDS WEST ALONG THE WEST LINE OF SAID EASEMENT AND SOUTHWARD EXTENSION OF THE EAST LINE OF THE CITY OF MEMPHIS PROPERTY PER DEED INSTRUMENT NUMBER S37519, A DISTANCE OF 210.01 FEET TO A SET 1/2" REBAR ON THE SOUTHWEST CORNER OF SAID MLGW EASEMENT; THENCE SOUTH 82 DEGREES 35 MINUTES 51 SECONDS EAST, A DISTANCE OF 496.80 FEET TO A SET 1/2" REBAR IN THE WESTERLY RIGHT-OF-WAY OF PAUL LOWRY ROAD (PUBLIC PAVED ROAD, 84' R.O.W.) ON A POINT OF NON-TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES SOUTH 50 DEGREES 49 MINUTES 10 SECONDS EAST, A RADIAL DISTANCE OF 1,442.00 FEET; THENCE SOUTHWESTWARDLY ALONG THE ARC AND WESTERLY RIGHT-OF-WAY OF PAUL LOWRY ROAD, THROUGH A CENTRAL ANGLE OF 19 DEGREES 41 MINUTES 46 SECONDS, A DISTANCE OF 495.70 FEET (CHORD BEARING AND DISTANCE = SOUTH 29 DEGREES 19 MINUTES 57 SECONDS WEST-493.27 FEET) TO A SET 1/2" REBAR ON THE NORTHEAST CORNER OF THE CITY OF MEMPHIS, COUNTY OF SHELBY AND THE MEMPHIS AND SHELBY COUNTY PORT COMMISSION PROPERTY AS RECORDED PER DEED INSTRUMENT NUMBER 04017823; THENCE NORTH 82 DEGREES 05 MINUTES 39 SECONDS WEST, A DISTANCE OF 2374.78 FEET ALONG THE NORTH LINE OF SAID MEMPHIS AND SHELBY COUNTY PORT AUTHORITY PROPERTY TO A FOUND 1/2" REBAR ON THE NORTHWEST CORNER OF THE MEMPHIS & SHELBY COUNTY PORT COMMISSION PROPERTY PER QUIT CLAIM DEED INSTRUMENT NUMBER 11090258 (MEMORANDUM OF LICENSE AND CONVEYANCE OBLIGATION PER INSTRUMENT NUMBER 11090260 FOR ELECTROLUX); THENCE LEAVING THE NORTH LINE OF SAID PROPERTY AND FOLLOWING GENERALLY ALONG THE TOE OF AN ASH FILL AREA, NORTH 24 DEGREES 01 MINUTES 09 SECONDS WEST-804.30 FEET TO A SET 1/2" REBAR; THENCE NORTH 18 DEGREES 19 MINUTES 34 SECONDS EAST-371.71 FEET TO A SET 1/2" REBAR; THENCE LEAVING THE TOE OF THE ASH FILL AREA, NORTH 65 DEGREES 47 MINUTES 38 SECONDS WEST-519.69 FEET TO A SET 1/2" REBAR BEING LOCATED APPROXIMATELY 29 FEET EAST OF THE CENTER OF THE ROAD RUNNING ON TOP OF THE MISSISSIPPI RIVER LEVEE; THENCE NORTH 21 DEGREES 58 MINUTES 12 SECONDS EAST-587.13 FEET TO A SET 1/2" REBAR BEING LOCATED APPROXIMATELY 24 FEET EAST OF THE CENTER OF THE LEVEE ROAD, SAID REBAR BEING ON A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 1,150.00 FEET AND A CENTRAL ANGLE OF 68 DEGREES 10 MINUTES 04 SECONDS; THENCE FOLLOWING GENERALLY ALONG THE EAST AND SOUTH SIDE OF THE LEVEE ROAD AS FOLLOWS: THENCE NORTHEASTWARDLY ALONG THE ARC A DISTANCE OF 1,368.21 FEET (CHORD BEARING AND DISTANCE = NORTH 56 DEGREES 03 MINUTES 14 SECONDS EAST-1,288.93 FEET) TO A SET 1/2" REBAR ON A POINT OF TANGENCY; THENCE SOUTH 89 DEGREES 51 MINUTES 44 SECONDS EAST, A DISTANCE OF 1,366.64 FEET TO A SET 1/2" REBAR ON A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 97 DEGREES 25 MINUTES 39 SECONDS; THENCE SOUTHEASTWARDLY ALONG THE ARC A DISTANCE OF 170.04 FEET (CHORD BEARING AND DISTANCE = SOUTH 41 DEGREES 08 MINUTES 55 SECONDS EAST-150.28 FEET) TO A SET 1/2" REBAR ON A POINT OF TANGENCY; THENCE SOUTH 07 DEGREES 33 MINUTES 55 SECONDS WEST, A DISTANCE OF 91.57 FEET TO A SET 1/2" REBAR ON A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 80 DEGREES 46 MINUTES 55 SECONDS; THENCE SOUTHEASTWARDLY ALONG THE ARC A DISTANCE OF 140.99 FEET (CHORD BEARING AND DISTANCE = SOUTH 32 DEGREES 49 MINUTES 33 SECONDS EAST-129.60 FEET) TO A SET 1/2" REBAR ON A POINT OF TANGENCY; THENCE SOUTH 73 DEGREES 13 MINUTES 00 SECONDS EAST, A DISTANCE OF 263.62 FEET TO A SET 1/2" REBAR IN THE WEST LINE OF A MLGW EASEMENT AS RECORDED PER INSTRUMENT NUMBER U26159; THENCE LEAVING THE SOUTH SIDE OF THE LEVEE ROAD AND FOLLOWING ALONG THE WEST LINE OF THE AFORESAID MLGW EASEMENT, SOUTH 07 DEGREES 55 MINUTES 49 SECONDS WEST, A DISTANCE OF 474.55 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,827,407 SQUARE FEET OR 64.908 ACRES, MORE OR LESS.

ALL DEEDS AND PLATS ARE OF RECORD IN THE REGISTER'S OFFICE OF SHELBY COUNTY, TENNESSEE.

EASEMENTS OF RECORD IN BOOK 2880-PAGE 598, BOOK 3802-PAGE 471, INSTRUMENTS K34536, S23065, U26159, V50955, GJ5326 (#3 & #4), 03180948 (AREA 1) AND 12019510 ARE LOCATED AS SHOWN ON THE SURVEY PLAT AND SUBJECT PROPERTY.

WHEREAS, the T E Maxson Sewer Treatment Plant was built in 1975, and treats approximately 72 million gallons of wastewater per day for the City of Memphis, parts of unincorporated Shelby County, and the City of Germantown;

WHEREAS, the T E Maxson Sewer Treatment Plant's loading has increased significantly over the years and as development in Pidgeon Industrial Park increase, regulations and growth dictate that City expand its operations to provide adequate services to accommodate the organized growth in Memphis, Shelby County, Tennessee;

WHEREAS, ~~Shelby County Government is desirous to participate in the growth and expansion of the T E Maxson Sewer Treatment Plant by conveying its ownership interest in the subject parcel to the City of Memphis by quit claim deed. The Parcel will be purchased for \$215,000, and all of the funds will go to EDGE; and~~

WHEREAS, acquisition of the subject property is deemed to be in the best interest of the Citizens of the City of Memphis and County of Shelby.

NOW, THEREFORE, BE IT RESOLVED that the acquisition of the 65 acres surrounding the T E Maxson Sewer Treatment Plant be acknowledged by the Council of the city of Memphis.

BE IT FURTHER RESOLVED, the City of Memphis Division of Public Works shall prepare and arrange for the execution of the quit claim deed, and any other documents incidental to the completion of the acquisition, and the Mayor of the City of Memphis is hereby authorized to execute said deeds or any other documents necessary to complete the acquisition.

[Home](#) | [Contact](#) | [Ethics](#) | [F. A. Q.](#) | [Filing Calculator](#) | [Filing Requirements](#) | [Forms](#) | [Glossary](#) | [History](#) | [Links](#) | [Mortgage Calculator](#)

Tom Leatherwood

Shelby County Register of Deeds

Property Data

Owner: CITY OF MEMPHIS & SHELBY COUNTY
 Property Address: 0 RIVERPORT RD
 Tax District: MEMPHIS
 Parcel ID: 050101 00065
 Tax Map: 100 3EE BDC
 Year Bldg.:
 Lot Number:
 Subdivision Name:
 Plat Bk. & PG:
 Dimensions: 952.13 X 3601.23 IRK
 Land Total:
 Total Acres: 579.75
 Owner's address: 128 N MAIN ST MEMPHIS, TN 38103-2020
 Class: EXEMPT
 Use: - VACANT LAND
 Zoning: B1
 Taxes: County Tax Info: Memphis Tax Info: Aerial Map Info:
 Appraisal: Recent and Comparable Sales Search



Property Transactions

Item 1
 Inst #: -03186948
 Inst Type: QUIT CLAIM
 Sales Date: 08/18/2009
 Sales Price:

NAD83 Coordinates

X Coordinate: 722069
 Y Coordinate: 292266



Shelby County



Search Type: Address

0 RIVERPORT RD

To optimize search, leave street direction and type off. N. MAIN instead of N MAIN ST.



- Parcels
- Streets
- 2ft Contours - 2006
- FEMA Flood Plain
- Cemeteries
- AERIALS**
- Parks
- Streams
- Parcel IDs
- Soil Data
- CITY BOUNDARIES**
- LEGENDS**

Property data, transactions and parcels reflect information from the April 2013 certified tax roll. More recent information is available at [Property Search](#)

Property tax maps and parcel boundaries do not reflect accurate survey information or exact legal ownership boundaries but are only provided for general information purposes.

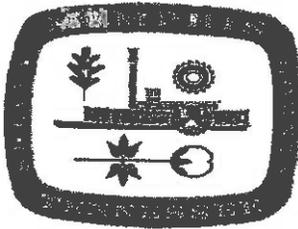
Property tax maps are provided to the County Register by the County Assessor's office "on or before October 1 of each year" according to T.C.A. 67-6-808.

Aerial Map - 2004 is from the 2004 USGS flyover. Parts of North and Southwest Shelby County were not included in this flyover.

FEMA data is based on their Q3 Flood Data product. More information is available at http://www.fema.gov/plan/prevent/hm/fq_q3.shtml

Soil data is derived from the United States Department of Agriculture, Natural Resources Conservation Service. More information is available at <http://websoilsurvey.nrcs.usda.gov/app/WebSoilSurvey.aspx>

Cemetery points were provided by the Shelby County Historical Commission and do not reflect accurate survey information or exact cemetery locations within parcels. The information provided is for general purposes only.



Memphis City Council Summary Sheet

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

An ordinance to amend Ordinance number 5430, Chapter 15, Article I, Section 15-26.1 reducing the \$500 fee to \$200 that owners of dumpster will be required to pay effective November 1st.

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 is an amendment to Ordinance number 5430 Chapter 15, Article I, Section 15-26.1.

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

Not required.

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

This ordinance does not require an amendment to the budget

ORDINANCE NO.: _____

ORDINANCE TO AMEND CHAPTER 15, ARTICLE I, SECTION 15-26.1, CITY CODE OF ORDINANCES, TO DECREASE THE MONTHLY PERMIT FEE.

WHEREAS, the Memphis City Council amended the dumpster ordinance in December 2011 to address a growing safety and health hazard created by dumpsters located in public right-of-ways; and

WHEREAS, the City Administration and Memphis City Council agree there is a problem in the downtown area with overflowing garbage, extensive litter surrounding dumpsters, accessibility of dumpster contents to scavengers and vermin, the risk of disease, crime and frequent malignant odors; and

WHEREAS, upon implementation of the amended ordinance issues arose with small businesses that share dumpsters with larger entities and compliance with the ordinance has caused unintended stress and excessive burdens on some corporate citizens; and

WHEREAS, the City Administration and the Memphis City Council agree that the monthly fee should be reduced from \$500 to \$200 until the City of Memphis can install trash compactors in various locations to assist small businesses in meeting the requirement established in the amended ordinance.

NOW THEREFORE,

SECTION 1. BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEMPHIS, That Chapter 15, Article I, Section 15-26.1 (f) (3) is hereby deleted and replaced with the following:

(3) The owner of any dumpster located in a public right-of-way within the downtown solid waste collection district shall pay to the city a location permit fee of \$200 per month per dumpster for the use of the public right-of-way and to fund enforcement of the downtown dumpster ordinance. This fee shall be paid in advance by the first of each calendar month for as long as the dumpster is located in a public right-of-way.

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

SECTION 3. BE IT FURTHER ORDAINED, That this Ordinance shall take effect from and after the date it shall have been passed by the City Council, signed by the Chairman of the Council, certified and delivered to the Office of the Mayor in writing by the Comptroller, and become effective as otherwise provided by law.

Edmund Ford, Jr., Ed.D.
Chairman, Memphis City Council

A RESOLUTION AMENDING THE FY 2014 CIP BUDGET TO ALLOCATE AND TRANSFER THREE HUNDRED THOUSAND (\$300,000) DOLLARS TO THE DIVISION OF PUBLIC WORKS FOR THE PURCHASE OF UP TO SIX (6) COMMUNITY TRASH COMPACTORS PADS IN VARIOUS LOCATIONS IN DOWNTOWN MEMPHIS

WHEREAS, the existing City Code of Ordinances, Chapter 15, Article I, Section 15-26.1, commonly known as the "Downtown Dumpster Ordinance," regulates the location, condition, and appearance of dumpsters serviced by private waste collection services in the downtown area; and

WHEREAS, the Downtown Dumpster Ordinance was sponsored by interim City Councilman Berlin Boyd, predecessor of Councilman Lee Harris; and

WHEREAS, as a consequence of the Downtown Dumpster Ordinance, any owner of a private dumpster located in a public right-of-way within the downtown solid waste collection district shall pay to the city a location permit fee of five hundred (\$500) dollars per month per dumpster or face a fifty (\$50) dollars per day fine; and

WHEREAS, as a consequence of the Downtown Dumpster Ordinance, permits for private dumpsters located in a public right-of-way will financially strain restaurants and other small business; and

WHEREAS, Councilman Harris, the Division of Public Works, and Downtown stakeholders have met to develop alternatives to the heavy licensing and violation fees proposed by the Downtown Dumpster Ordinance; and

WHEREAS, in order to protect downtown businesses from licensing or violation fees of the Downtown Dumpster Ordinance, community trash compactors provide an economically feasible and sustainable way for downtown businesses to eliminate their garbage while avoiding costly Downtown Dumpster Ordinance license and violation fees; and

WHEREAS, the weight of community trash compactor must be taken into account in order to properly prevent potential harm to the structural integrity of nearby buildings and underground plumbing and drainage systems; and

WHEREAS, community trash compactor pads ensure that the weight of the community trash compactors would not damage adjacent and underground structures; and

NOW, THEREFORE, the Memphis City Council hereby declares that FY2014 CIP budget is hereby amended as follows: Three hundred thousand (\$300,000) dollars shall be transferred and appropriated to the Division of Public Works. These funds shall be used to purchase no more than six (6) community trash compactors pads for the downtown area.

Lee Harris
Council Member

Date of last update: 10/29/2013

**POSSIBLE QUESTIONS AND ANSWERS
REGARDING
DOWNTOWN DUMPSTER ORDINANCE #5430**

Q: Why was the downtown dumpster ordinance created?

A:

1. To improve downtown's appearance and environment by removing unsightly, often overflowing dumpsters which discourage residents, employers, workers, potential investors, visitors, tourists and others.
2. To establish a permitting process for haulers and their dumpsters placed on public property right-of-ways.
3. To encourage dumpster users to find alternative solid waste management options to reduce or eliminate the negatives associated with dumpsters.

Q: What alternatives do haulers and their customers have regarding avoiding the \$500 mo. fee?

A:

1. Locate the dumpster off the public right-of-way on private property, if possible.
2. Consider utilizing dumpster(s) that can be rolled out from the property on service day then rolled back in, so it will be out of sight on non-service days.
3. Share a dumpster with a neighbor(s) to reduce the fee cost.
4. Work with a hauler and partner with neighbors to share common use compactor that can be placed on the public right-of-way and be free of the \$500 mo. fee.

Q: What is the purpose of location permits issued to haulers?

A:

Location permits allow dumpsters to be located in the public right-of-way at the \$500 per month fee and each individual dumpster in the right-of-way must be permitted.

Q: What happens if a hauler continues to place dumpsters in the public right-of-way and does not pay the \$500 mo. fee?

A:

1. Failure to pay the \$500 fee is a misdemeanor violation of the ordinance and will result in a fine of \$50 per day for each dumpster that is without a current location permit.
2. The City has the authority to remove any dumpster without a permit at the hauler's expense.
3. The hauler is subject to revocation of their annual permit to operate in Memphis.

Q: Will the City provide collection if haulers stop dumpster service?

A:

The City does not provide alternative service to dumpsters.

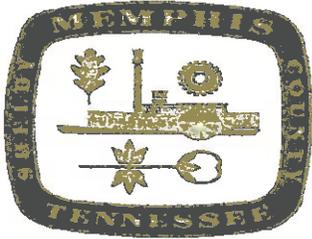
Memphis Inter-Office Memorandum

To: Memphis City Council
From: Dwan Gilliom, Director of Public Works
Date: October 7, 2013
Subject: **Downtown Dumpster Ordinance #5430**

This memo is to bring to your attention an ordinance that will go into effect November 1, 2013 that could create some concern by private solid waste haulers and or their downtown customers. Here is a brief overview:

1. In December of 2011, an ordinance amendment sponsored by interim City Councilman Berlin Boyd was approved by City Council, by a 12 to 0 vote (one member did not vote), to limit the use of dumpsters in public alleys within the downtown solid waste collection district. (see attached)
2. The downtown solid waste collection district is the area within the borders of Auction Ave. (north), GE Patterson (south), Danny Thomas (east) and Riverside Drive (west).
3. In short, the ordinance prohibits dumpsters being located in a public right-of-way (alleys/sidewalks etc) in downtown unless it is impractical to locate dumpsters elsewhere or unless there are no available alternatives.
4. The dumpster owners impacted by this ordinance are private solid waste haulers Waste Management, Republic Services and Waste Connections.
5. Beginning November 1st, the haulers will be required to pay a permit fee of \$500 per month in advance for each dumpster remaining in the right-of-ways and any new ones placed in public right-of-ways.
6. The private haulers will most likely pass the \$500 fee on to their customers rather than absorb the cost.
7. Public Works has met with all the haulers and has followed up verbally and in writing about the ordinance and the November 1st start date. The haulers have had more than 22 months to address the ordinance, dumpster locations and alternatives with their commercial and residential customers.
8. It is our understanding the private haulers have either already communicated the ordinance to their customers and are working on alternatives, or will be before November 1st.
9. Should you be contacted by anyone concerning this matter, we have attached some talking points to assist.

Thank you for your attention.



Memphis City Council Summary Sheet

- 1. Resolution request City Council approval to enter into an agreement between the City of Memphis, Tennessee through its Division of Parks and Neighborhoods and TV6-W, LLC.**
- 2. The initiating party is the Division of Parks and Neighborhoods.**
- 3. This Resolution does not change any existing Ordinance or Resolution.**
- 4. This resolution does require a new contract between the City of Memphis and TV6-W, LLC.**
- 5. This Resolution does not require an expenditure of funds.**



Resolution approving the lease agreement between the City of Memphis and TV6-W, LLC.

WHEREAS, the City of Memphis owns, through its Division of Parks and Neighborhoods, the entire the property located at Audubon Park at 4145 Southern Avenue, Memphis, TN 38117, which includes park land, Leftwich Tennis Center, Audubon Golf Course, the Memphis Botanic Garden and parking areas; and

WHEREAS, the City of Memphis and TV6-W, LLC desire to enter into a lease agreement to lease a portion of land to construct and operate a wireless communications tower; and

WHEREAS, the initial period of this agreement shall be for five (5) years from the date of execution, with seven (7) consecutive five (5) year options to renew, which shall be exercised separately upon mutual approval of the parties, providing for a total potential term of forty (40) years; and

WHEREAS, the agreement calls for a payment of monthly rental fees in the amount of \$1,500.00 plus the monthly payment of thirty-five percent (35%) of the total revenue received from the wireless communications tower; and

WHEREAS, the proceeds from this lease agreement will be transferred to CIP Project Number, PK07092, City Park Rehab and Maintenance to fund needed repairs at various city parks.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that this Lease Agreement between the City of Memphis and TV6-W, LLC, 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.

BE IT FURTHER RESOLVED, that the Fiscal Year 2014 Capital Improvement Budget be amended by allocating and appropriating the revenue from this lease agreement as it is received to Contract Construction in CIP Project Number PK07092, City Park Rehab and Maintenance and credited as follows:

Project Title:	City Park Rehab and Maintenance
Project Number:	PK07092

**OPTION AND LAND LEASE AGREEMENT BETWEEN THE CITY OF MEMPHIS
AND TV6-W, LLC**

This Agreement is made and entered into this ___ day of _____, 2013 by and between the CITY OF MEMPHIS, a municipal corporation of the State of Tennessee, through its Division of Park Services & Neighborhoods, hereinafter referred to as "Lessor" and TV6-W, LLC, a Delaware Limited Liability Company, having its principal place of business at 4091 Viscount Avenue, Memphis, Tennessee 38118, hereinafter referred to as "Lessee."

WHEREAS, Lessee is seeking an option to lease, and if exercised pursuant to the terms hereunder, lease property owned by Lessor (hereafter "Property" or "Leased Premises") as more fully described herein for the construction of a new wireless communications tower (hereafter "Tower"); and

WHEREAS, Lessor has agreed to grant Lessee such option, and if exercised, lease the Property to Lessee for such purpose.

NOW, THEREFORE, for valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows :

A. OPTION

1. **Option Fee.** In consideration of the payment of an Option Fee in the sum of ONE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$1500.00). Lessor hereby grants Lessee the right and option (the "Option") to enter and use the Leased Premises as defined herein for the express purpose of assessing whether such Leased Premises are suitable for the construction of a new wireless communication tower. The Option Fee shall be paid by Lessee to Lessor upon execution of this Agreement. During the Option Period and Lease (if the Option is exercised), the Lessor shall not lease the Leased Premise to any person or entity other than Lessee.

2. **Option Period.** The Option shall be for a period of six (6) months from the date of full execution of this Agreement (the "Option Period"). If Lessee fails to exercise the Option within the Option Period, the Option shall terminate, all rights and privileges granted under this Agreement shall be deemed completely surrendered, Lessor shall retain all fees paid for the Option, and no additional fees shall be payable by either party to the other.

3. **Exercise of Option.** Lessee shall exercise the Option by written notice to Lessor (the "Notice to Exercise Option"). On and after the date of such Notice to Exercise Option, this Agreement shall also constitute a lease agreement between Lessor and Lessee, which shall be deemed effective as of the date of the issuance of the Notice to Exercise Option ("Commencement Date") on the following terms and conditions:

B. LEASE AGREEMENT

1. Lessor does hereby lease to Lessee and Lessee does hereby lease from Lessor the Leased Premises as more specifically described in Exhibit A attached hereto and incorporated herein by reference. The Lease Premises are hereby leased to Lessee solely as a site for a wireless communications tower ("Intended Use"). Lessee shall have the right to erect, construct, operate, maintain, repair and replace on the Leased Premises a wireless communications tower and related communications equipment and facilities, together with such other equipment and facilities as may be necessary or convenient to Lessee's Intended Use of the Leased Premises. All improvements constructed or installed upon the Leased Premises shall be at the Lessee's expense and shall be removed at Lessee's expense in accordance with the terms herein as set forth in paragraph 3 below and in Section G (2).

2. It is recognized by Lessor that the use of the Leased Premises by Lessee will require certain incidental uses of the lands owned by Lessor adjacent to the Leased Premises. Accordingly, Lessor expressly grants and conveys to Lessee, its successors and assigns, the following non-exclusive easements on, over, across, along and upon the lands owned by Lessor adjacent and contiguous to the Leased Premises so long as such use does not materially or unreasonably interfere with Lessor's normal use of such adjoined or adjacent land: (i) an easement for ingress and egress (24 hours a day/7 days a week) to and from the Leased Premises, subject to a security requirement, and to be used solely for all purposes incident to this lease, (ii) a landscape easement around the Leased Premises the width as required by the applicable governmental authorities and (iii) a Utility Easement limited to thirty (30) feet in width to install, maintain, repair and operate telephone and electrical lines upon poles, conduits, fiber optics, and underground utility services (with such anchorage and appurtenances as may be necessary or convenient therefor) and transformers, where necessary, for the purpose of supplying electrical power and telephone services to the Leased Premises (it being agreed that such easement for electrical, telephone, fiber and other communication lines and poles may be utilized by either a public power company, telephone company, cable or fiber optics company or by Lessee as approved by Lessor). In this regard, it is agreed that the easement herein granted to Lessee for the purpose of ingress and egress shall be limited to thirty (30) feet in width and that Lessee shall have the right to construct an all weather road on such easement and to place access gates in Lessor's fences, if necessary, and as approved by Lessor so long as City maintains emergency access. Notwithstanding the foregoing, Lessee shall also have the right to use (and to the extent reasonably feasible agrees to use) for such ingress and egress the existing roads of Lessor and to improve the same subject to the approval and/or supervision of City; provided, further, that Lessee agrees to repair any damage caused to the existing roads of Lessor as a result of the use thereof by Lessee so as to place such roads of Lessor in as good or better condition as existed prior to the use thereof by Lessee. Lessee shall perform all repairs necessary or appropriate to keep the Leased Premises, any appurtenant rights-of-way or access to the Leased Premises in good and tenantable condition, reasonable wear and tear, damage by fire, the elements

and other casualty excepted. In the event any public utility is unable or unwilling to use the above-described easements, Lessor hereby agrees to grant an additional right-of-way, in form satisfactory to Lessor. Any such Access Easement may be recorded among the public records of Shelby County, Tennessee .

3. Lessee shall solely use the Leased Premises for the purpose of constructing, repairing, replacing, maintaining and operating its Tower. All improvements constructed, installed or removed by Lessee upon the Leased Premises shall be at the Lessee's expense. Lessee may make such alterations of the Leased Premises as necessary for the construction of the Tower and shall procure permits necessary for the construction of the Tower. The parties hereby acknowledge that the Tower to be constructed by Lessee on the Leased Premises shall be consistent with a monopine tower and in compliance with applicable code requirements.

Lessee shall have the sole obligation to obtain requisite governmental approvals with regard to any license, permit or other approval necessary or needed by Lessee to construct, maintain or operate the Tower on the Leased Premises. Lessor agrees to cooperate in connection with applications made by the Lessee to appropriate governmental authorities, to the extent the consent or approval of the Lessor is required during such application process. Lessor and Lessee further agree that Lessor will not be required to place its property under a P.D. Additionally, no permit application shall be submitted in the name of the Lessor without prior written notice to Lessor and Lessor's express written approval thereof. Lessee agrees to remove any and all trees that are necessary for the construction of the Tower Site, Ingress/Egress Easement" or "Utility Easement." Lessee shall also be responsible for payment of all utilities and services for the Leased Premises during the term of the Lease.

4. Lessee shall at all times protect and keep the "City's Property" free and clear of all mechanics or other liens, attachments, encumbrances, or claims arising out of Lessee's operation on the Leased Premises. Lessee shall not allow any waste to occur upon either the Leased Premises or adjacent property.

B. TERM

1. The "Initial Term" of this Lease shall be for FIVE (5) years which shall begin on the Commencement Date as defined above and end on the fifth (5th) anniversary date of the Commencement Date; provided, however, Lessee shall have an option to renew for seven consecutive FIVE (5) year periods, each of which shall be exercised separately subject to the mutual written approval of the parties within sixty (60) days prior to the

expiration of the then existing term. The renewal terms granted herein shall be referred to as the "Renewal Period".

2. At the end of the Initial Term and any renewal thereof, should Lessee holdover subject to the written consent of Lessor, Lessee shall become a Lessee from year to year upon the same terms and conditions of this Lease, and pay monthly rental payments equivalent to 100% of the monthly rent paid during the term immediately preceding the holdover, and may continue such tenancy until either party hereto serves upon the other written notice of intention to terminate such tenancy at least thirty (30) days prior to the termination date thereof.

C. RENT

1. During the Initial Term, the Lessee shall pay the Lessor as rent for the Premises described above the sum of ONE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$1500.00) per month (hereafter "Base Rent"), which shall be payable on or before the first (1st) day of each month to Lessor at its address specified herein or to such other place as Lessor may from time to time designate to Lessee upon not less than thirty (30) days advance written notice. Partial monthly periods shall be prorated.

2. Upon the first day of each Renewal Period, Lessee shall pay Lessor the amount of rent due for the first month of the Renewal Period. All future payments of Rent hereunder shall be paid on the first day of the month, in advance, during the lease term, and shall be paid or tendered to Lessor at its address specified herein or to such other place as Lessor may from time to time designate to Lessee upon not less than thirty (30) days advance written notice. The Base Rent for each Renewal Period shall increase by ten (10%) of the previous period's Base Rent .

3. Lessee will pay as Additional Rent, Thirty-Five Percent (35%) of the total revenue received from each wireless user whose equipment is installed on the tower after the second Carrier (i.e. the third, fourth, fifth and sixth Carriers attaching equipment) ("Additional Rent"). Such Additional Rent shall be paid to Lessor on the first business day of the month following the month Lessee has received rent from such Carrier and such carrier has installed its equipment on the tower. Partial monthly periods to be prorated. Lessee shall have no obligation for payment to Lessor of such share of rental, license or similar payments if not actually received by Lessee. Lessee shall have sole discretion as to whether, and on what terms, to lease, license or otherwise allow occupancy of the Premises and there shall be no expressed or implied obligation for Lessee to do so. If any such Carrier's right of use expires or terminates for any reason and payment to Lessee of rental, license or similar payments ceases, Lessee shall no longer be obligated to pay a the Additional Rent for such Carrier.

4. No change in ownership with respect to the Leased Premises or with respect to the rental payments provided for herein shall be effective or binding upon Lessee for any purpose until ten (10) days after the acquiring party shall have furnished Lessee by certified mail, return receipt requested, a copy duly certified by the appropriate public official, of the recorded instrument or instruments evidencing same. Any rental payment made prior to such notice and proof to Lessee of any change of ownership shall be binding on any new owner, even though payment is made prior to the due date thereof.

5. Failure on the part of Lessee to make any rental payment hereunder on or before its due date shall give Lessor the right (following written notice and an opportunity to cure as provided below) to terminate this lease, which notice of termination shall be made in writing and shall be mailed or delivered to Lessee at the address specified above (or to any other address hereafter specified by Lessee). This lease and all rights of Lessee hereunder shall terminate ten (10) days after receipt by Lessee of such written notice of termination unless on or before the expiration of such ten (10) day period the Lessee shall pay to Lessor the rental then owing hereunder.

D. WARRANTY OF TITLE

Lessor neither represents nor warrants that it is seized with good and marketable title to the "Property."

E. TAXES

The parties acknowledge that the "City's Property," including the Leased Premises and each easement granted herein is owned by the City of Memphis Park Services Division, a Municipal Corporation of the State of Tennessee, and as such, is not subject to such taxes due to Lessee's construction and operation of the Tower or other improvements created by Lessee thereon. It is understood and agreed that during the term of this lease Lessor shall pay, before delinquent, all taxes, assessments or charges whatsoever which may be levied upon or assessed against the Leased Premises or any part thereof, as may be applicable; provided, however, that any increase in such taxes, assessments or charges levied upon or assessed against the Leased Premises which are due solely to improvements placed on the Leased Premises by Lessee shall be paid by Lessee. Lessee will pay, before delinquent, all such taxes or charges, whether real or personal, assessed upon the Leased Premises. To the extent the Tower or any improvement constructed by Lessee or its agents is considered state assessed property, Lessee shall pay tax amounts associated with that assessment.

F. CONDITIONS OF PERFORMANCE BY LESSEE

1. (a) Lessee's obligation to perform under this Lease shall be subject to and conditioned upon:

- (i) To the extent applicable, Lessee securing appropriate approvals for Lessee's Intended Use of the Leased Premises from the Federal Communications Commission, the Federal Aviation Administration and any other federal, state or local regulatory authority, including the City of Memphis and Shelby County's approval ("Approvals"), having jurisdiction over Lessee's proposed use of the Leased Premises. Lessee's inability to successfully satisfy these conditions or the occurrence of any other event which effectively prohibits Lessee's Intended Use of the Leased Premises shall relieve Lessee and Lessor from any obligation to perform under this Lease;
 - (ii) Lessee shall have the right to obtain a title report commitment at Lessee's sole expense for a leasehold title policy from a title insurance company of its choice. If, in the opinion of Lessee, such title report shows any defects of title or any liens or encumbrances which adversely affect Lessee's use of the Leased Premises or Lessee's ability to obtain leasehold financing, Lessee shall have no obligation to perform under this Lease;
 - (iii) Lessee shall have the right to have the Leased Premises surveyed at Lessee's sole expense and to have soil borings and analysis tests run. In the event that any defects are shown by the survey or the soil analysis, which in the opinion of the Lessee, may adversely affect Lessee's use of the Leased Premises, Lessee shall have no obligation to perform under this Lease; and
 - (iv) Lessee shall have the right to have an environmental audit of the Leased Premises performed by an environmental consulting firm of Lessee's choice and at Lessee's sole expense. If the environmental audit reveals that the Leased Premises is contaminated with hazardous materials, Lessee shall have no obligation to perform under this Lease. If after Lessee takes possession of the Leased Premises hazardous materials are discovered to exist on, under or beneath the Leased Premises, Lessee may terminate this Lease and Lessee shall owe no further duties, obligations or liability to Lessor.
- (b) Lessee may terminate this lease at any time by giving Lessor thirty (30) days prior written notice without further liability if Lessee does not obtain all Approvals required from any governmental authority or any easements required from Lessor or any third party for Lessee's Intended Use, or if any such Approval is canceled, expires or is

withdrawn or terminated, or if Lessee, for any other reason, in its sole discretion, determines that it will be unable to use the Leased Premises for Lessee's Intended Use or for economic reasons. Upon termination, all prepaid rent will be retained by Lessor unless such termination is a result of Lessor's default.

G. TERMINATION

(1) Notwithstanding anything contrary in this Lease Agreement, Lessee may terminate this Lease and any subsequent renewal term and abandon the Leased Premises at any time after the Commencement Date upon any of the following events:

(a) The revocation or termination of approval or consent of any agency, board, court, or other governmental authority necessary for the construction and/or operation of the Tower; provided that such action is not taken due to the inaction or action of Lessee, or if Lessee determines, in its sole discretion, the cost of obtaining or retaining such approval is cost prohibitive.

(b) If Lessee at any time determines in its sole discretion that it desires to discontinue utilization of the Leased Premises as a wireless communications Tower site for any reason whatsoever, including, but not limited to its determination that the Lease Premises is no longer desirable for maintaining its Tower for technological reasons.

(c) The breach by Lessor of any material term or provision of this Lease.

(d) If the site is abandoned, the Lessee agrees to remove all easements established in construction and operation of the site.

(e) In the event of the insolvency of Lessee, or the adjudication of Lessee as bankrupt, voluntary or involuntary, or in the event of a partial or general assignment for the benefit of a creditor or creditors by Lessee, or in the event Lessee should be successfully proceeded against in any general creditor's bill, or in the event Lessee makes an offer in or out of court for the compromise of Lessee's debts, or any substantial part thereof, by reduction in amount or in preference or security or by postponement of payment date or dates or in the event any court proceedings are instituted by, for or against Lessee in contemplation of any such offer, Lessor shall have the right and privilege to immediately terminate this lease and, to the extent allowed by law, declare the then remaining unpaid balance of the rent to be paid by Lessee to Lessor during the term hereof immediately due and payable.

(2) Lessee will give Lessor thirty (30) days written notice of termination of this Lease under the terms of (b) and (c) above. Upon termination, neither party will owe any further obligation except as indicated elsewhere herein to the other under the terms of this Lease, provided however that if Lessee terminates this Lease pursuant to subsection (b) above, Lessee shall pay Lessor the remainder of the rent due under the lease term for a twelve (12) month period, plus the sum of \$500.00 in payment and discharge of any further

obligations or liabilities owed by Lessee to Lessor of any kind hereunder, including damages suffered by Lessor by reason of the termination, or otherwise, and Lessee shall be responsible for removing its Tower and restoring the portions of the Leased Premises occupied by Lessee to the reasonable satisfaction of the City Engineer and to the extent practicable, to its original condition, save and except normal wear and tear and conditions beyond Lessee's control.

H. DEFAULTS AND REMEDIES

Notwithstanding anything in this Lease to the contrary, neither Lessor nor Lessee shall be in default under this Lease until: thirty (30) days after receipt of written notice of the act or omission of Lessor or Lessee, as the case may be, constituting the default thereof, from the other; provided, however, where any such default cannot reasonably be cured within thirty (30) days, neither party shall be deemed to be in default under the Lease if such defaulting party commences to cure such default within said thirty (30) day period and thereafter diligently pursues such cure to completion.

I. ASSIGNMENT OR SUBLEASE

(1) Lessee shall not assign this Agreement or sublease the Leased Premises and its rights herein, in whole or in part, without first obtaining the express written approval of Lessor, such approval shall not be unreasonably withheld, conditioned or delayed; however, any sublease, license or sublicense of Lessee's rights hereunder shall not be subject to Lessor's approval if such sublease, license or sublicense is to a Carrier.

(2) Lessee may mortgage or grant a security interest in Lessee's leasehold estate under this Lease and any of Lessee's personal property, and may assign this Lease and any of Lessee's personal property to any such mortgagees or holders of security interests including their successors or assigns (hereinafter collectively referred to as "Mortgagees"), provided such Mortgagees agree to be bound by the terms and provisions of this Lease. In such event, Lessor shall not unreasonably withhold, condition or delay its consent to Lessee's leasehold financing as may reasonably be required by Mortgagees. Lessor agrees simultaneously to notify in writing Lessee and the Mortgagee of Lessee having first priority as to Lessee's leasehold interest and which has requested notice from Lessor of any default by Lessee and to give such Mortgagee the same right to cure any default as Lessee, except the cure period for any Mortgagee shall not be less than thirty (30) days after receipt of the default notice.

J. INDEMNIFICATION AND INSURANCE

(1) Lessee agrees to compensate Lessor for damages and to indemnify and hold Lessor harmless from all claims, including costs and expenses in defending against such claims, including reasonable attorney's fees arising from the negligence or willful misconduct of

Lessee or Lessee's agents or employees in or about the Leased Premise or arising from Lessee's default pursuant to this lease or breach of any representation or warranty made by Lessee under this lease. In addition, Lessee shall indemnify, defend, reimburse and hold harmless Lessor from and against any and all environmental damages arising from the presence of hazardous materials upon, about or beneath the Leased Premise, including radio frequency (RF) emissions in excess of applicable permitted federal levels and standards, arising in any manner whatsoever out of the violation of any environmental requirements pertaining to the Leased Premise and any activities therein, which conditions are a result of any act or omission of Lessee. The indemnities described in this section shall survive termination of the lease.

(2) Neither party shall be liable to the other under the terms of this lease for consequential or special damages. This paragraph shall not be deemed to limit or deny any remedies by which Lessee may have in the event of default by Lessor hereunder.

(3) During the term of this Lease and all Renewal Periods, Lessee shall maintain, at its own expense, liability insurance on the Leased Premises in the amount of \$1,000,000.00, aggregate, \$500,000 per occurrence, and upon execution of this lease shall provide Lessor with a certificate of insurance which names Lessor as an additional insured. Lessee agrees to hold harmless and indemnify Lessor from third-party claims arising from any event that occurs in the "Tower Site."

The Lessor, being a political subdivision of the state of Tennessee, is governed by the provisions of the Tennessee Governmental Tort Liability Act, Tennessee Code Annotated, Section 29-20-101 et seq., for causes of action sounding in tort. Further, no contract provision requiring a Tennessee political entity to indemnify or hold harmless an entity beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.

K. NOTICES

All notices pertaining to this lease by Lessee to Lessor shall be considered as duly delivered when mailed to Lessor at the address of Lessor specified below by certified mail, or by overnight carrier. All notices pertaining to this lease by Lessor to Lessee shall be considered as duly delivered when mailed to Lessee at the address of Lessee specified above by certified mail, or by overnight carrier. Either party may from time to time designate a different address for such party by written notice to the other party.

Lessor: City of Memphis, Division of Park Services & Neighborhoods
2599 Avery Avenue
Memphis, Tennessee 38112

With copy to: City of Memphis, Real Estate Department
125 North Main, Room 568
Memphis, Tennessee 38103

Lessee: Tower Ventures, LLC
4091 Viscount, Ave,
Memphis, Tennessee 38118

L. DUE AUTHORIZATION

Lessor represents and warrants that Lessor has the full right and authority to execute this lease and to grant the estate herein demised and that Lessee, upon payment of the rent and performance of the terms, covenants and agreements contained herein, shall peaceably and quietly have, hold and enjoy the Leased Premises during the full term of this lease without hindrance or interruption by Lessor or any other person or persons whomsoever. Lessor agrees to compensate Lessee for damages and to indemnify and hold Lessee harmless from all claims, including costs and expenses in defending against such claims, including reasonable attorney's fees arising from Lessor's default pursuant to this Lease Agreement or breach of this representation and warranty made by Lessor under this Lease Agreement. The indemnities described in this section 15 shall survive termination of this Lease Agreement.

M. SHORT-FORM MEMORANDUM

A short-form memorandum of this Lease Agreement, in the form set forth as Exhibit "B" may be recorded at Lessor or Lessee's option.

N. SUCCESSORS AND ASSIGNS

This lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. This lease may be executed in counterparts and may be ratified by separate instrument referring hereto and shall be binding upon each party who executes or ratifies it without regard to whether it is executed or ratified by all those named herein as Lessor or whether such executing or ratifying party is named herein as a Lessor.

O. SUBORDINATION

This Lease shall be junior and subordinate at all times to the lien of any first mortgage or mortgages and to the lien of any Deed of Trust or other method of financing which is presently or hereafter a lien upon any part of the Premises; provided, that such lien, by its

terms or by separate written agreement with Lessee, provides that if Lessee is not then in default under this Lease, Lessee's rights hereunder shall not terminate as a result of the foreclosure of any such lien, and Lessee's rights under this Lease shall continue in full force and effect and Lessee's possession of the Premises shall not be disturbed except in accordance with the provisions of this Lease. Lessor shall cause any such lien holder to enter into a non-disturbance agreement from such mortgage holder or lien holder with Lessee its successors and assigns. Lessee shall, upon request of any such mortgage holder, execute a subordination and attornment agreement, within fifteen (15) days of request, wherein Lessee agrees that if any such lien holder succeeds to the interest of Lessor, Lessee will attorn to such lien holder, its successors and assigns, as Lessor under the terms of this Lease.

P. ESTOPPEL AGREEMENT

Within thirty (30) days or no less than fifteen (15) business days after a request by Lessor or Lessee, as the case may be, Lessor or Lessee shall execute and deliver to the other an estoppel statement in such reasonable form as the other may request. The Estoppel Agreement shall include representations (i) that this Lease is in full force and effect, (ii) that there are no uncured defaults in the other party's performance hereunder, and/or (iii) that not more than one (1) annual installment of the rental has been paid monthly in advance.

Q. RIGHT OF FIRST REFUSAL

Lessor agrees not to sell, lease or permit the use of any other areas of the larger parcel upon which Leased Premises is situated for the placement of or use by other communications facilities. If Lessor elects to sell, lease, assign, grant an easement, or transfer all or any portion of, or interest in, this Lease Agreement, the Leased Premises or property adjacent to the Leased Premises, whether separate or as part of a larger parcel of Lessor's property, Lessee shall have the right of first refusal to meet any bona fide offer of sale, lease, assignment, grant of easement or transfer on the same terms and conditions of such offer, excluding those terms which are not imposed in good faith or which are designed to defeat the parties intent hereunder by imposing terms that require Lessee to share any part or all of Lessee's revenues, of any nature, generated from Lessee's use of the Leased Premises. If Lessee fails to meet such bona fide offer within thirty (30) days after written notice thereof from Lessor, Lessor may sell that property or portion thereof to such third person in accordance with the terms and conditions of the offer, which sale, lease, assignment, grant of easement or transfer shall be under and subject to this Lease and Lessee's rights hereunder. If Lessee fails or declines to exercise its right of first refusal as hereinabove provided, then this Lease shall continue in full force and effect, and Lessee's right of first refusal shall survive any such sale, lease, assignment, grant of easement, transfer, and conveyance and shall remain effective with respect to any

subsequent offer to purchase all or any portion of, or interest in, this Lease Agreement, the Leased Premises or property adjacent to the Leased Premises, whether separate or as part of a larger parcel of property; and if such bona fide offer of sale, lease, assignment, grant an easement or transfer is for, or includes, all or any portion of, or interest in, this Lease Agreement or Leased Premises in a transaction for less than all of the larger parcel of Lessor's property of which the Leased Premises is a part, then the number of Extension Periods as set forth in Section 3 shall increase from seven (7) to twenty (20) upon the execution of such transaction documents without any further action by Lessee.

R. AUDIT

Upon reasonable notice, Lessee shall permit Lessor or its duly authorized representatives, to enter Lessee's offices, during regular business hours, to interview employees and to inspect and/or copy Lessee's records and books of accounts together with any and all documents specifically pertaining hereto that may be kept, maintained or possessed by Lessee. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places.

S. CONFIDENTIALITY

Without the prior written consent of the Lessee, Lessor will not disclose, and will not permit its representatives to disclose, except to the extent required by law, to any person other than its officers, directors and advisors who have a need to know any of the terms, conditions or other facts with respect to this Lease (other than information that is of public record), including the status thereof, except to the extent that Lessor has, prior to any such disclosure, determined in good faith upon advice of its legal counsel that such disclosure is required by applicable law.

T. ENTIRE AGREEMENT

This Lease and any attached exhibits signed or initialed by the parties constitute the entire agreement between Lessor and Lessee; no prior written or prior, contemporaneous or subsequent oral promises or representations shall be binding. This Lease shall not be amended or changed except by written instrument signed by both parties hereto. Paragraph captions herein are for convenience only, and neither limit nor amplify the provisions of this Lease.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease as of the date and year first above written.

LESSOR:

CITY OF MEMPHIS

By: _____

A C Wharton, Jr. Mayor

APPROVED :

By: _____

Herman Morris, Jr., City Attorney

By: _____

Janet Hooks, Director of Park Services & Neighborhoods

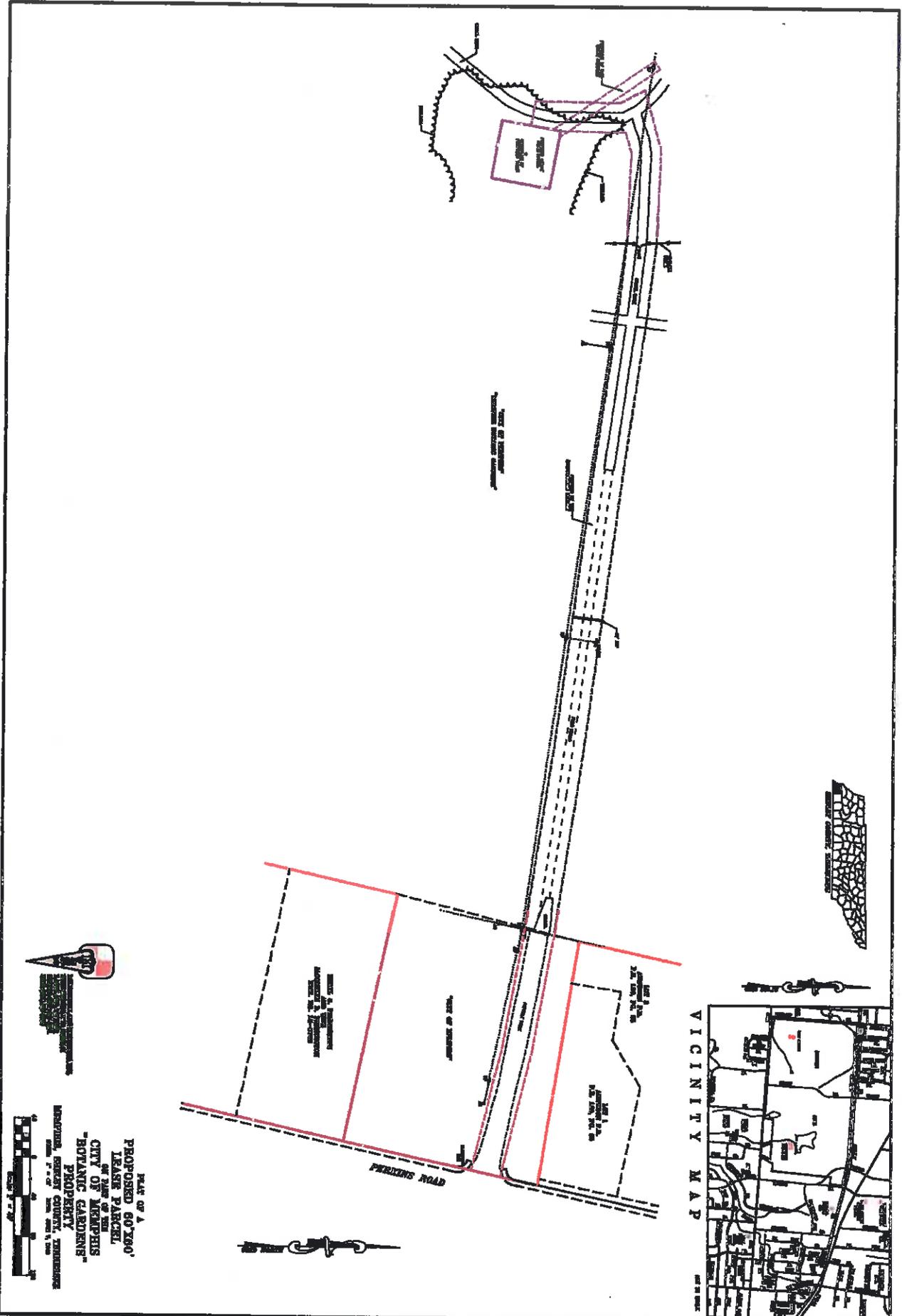
LESSEE:

TV6-W, LLC

By: _____

William Orgel, President

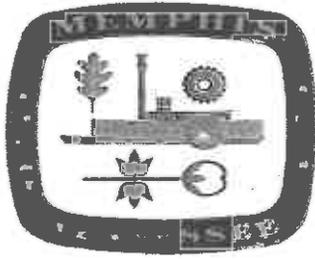
Exhibit A



VICINITY MAP

PERIZON'S ROAD

PART OF A
 PROPOSED 80'x260'
 LEASE PARCEL
 CITY OF MEMPHIS
 HOTLAND GARDENS
 PROPERTY
 MEMPHIS, BERKELEY COUNTY, TENNESSEE
 1/2" = 100'

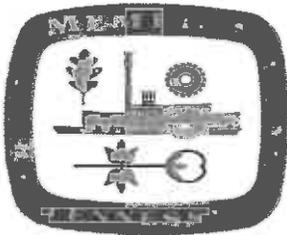


Memphis City Council Summary Sheet

Please provide a brief summary of the item, in bullet form, not to exceed one page:

1. Item is a Resolution to amend the FY2014 Operating Budget by accepting and appropriating the Expenditures and Revenues for the Lead Hazard Reduction Demonstration Grant in the amount of Three Million Dollars (\$3,000,000.00).
2. The initiating party is the Division of Housing and Community Development (CD90050-Lead Department).
3. Resolution is not a change to an existing ordinance or resolution.
4. A new contract will be required.
5. Expenditure of funds will be required.

Resolution-Division of Housing and Community Development 9-Oct-2013



Resolution to amend the FY2014 Operating Budget by accepting and appropriating the Expenditures and Revenues for the Lead Hazard Reduction Demonstration Grant in the amount of Three Million Dollars (\$3,000,000.00).

WHEREAS, the City of Memphis Division of Housing and Community Development (HCD) has received Lead Hazard Reduction Demonstration grant funds in the amount of Three Million Dollars (\$3,000,000.00) from the U.S. Department of Housing and Urban Development; and

WHEREAS, HCD received these funds through a competitive grant application process; and

WHEREAS, these funds will be used by HCD for lead hazard reduction activities and to coordinate with community partners to educate, train and mitigate lead issues in housing units.

WHEREAS, it is necessary to accept the grant funding and amend the Fiscal Year 2014 Operating Budget to establish funds for the FY2014 Lead Hazard Reduction Demonstration grant; and

WHEREAS, it is necessary to appropriate the FY2014 grant funds in the amount of Three Million Dollars (\$3,000,000.00) for the Lead Hazard Reduction Demonstration grant.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the Lead Hazard Reduction Demonstration Grant funds in the amount of Three Million Dollars (\$3,000,000.00) be accepted by the City of Memphis.

Resolution-Division of Housing and Community Development 9-Oct-2013

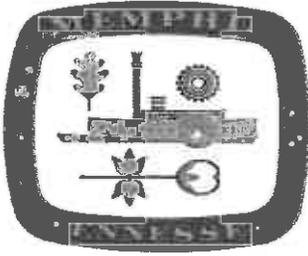
BE IT FURTHER RESOLVED, that the Fiscal Year 2014 Operating Budget be and is hereby amended by appropriating the Expenditures and Revenues for the Lead Hazard Reduction Demonstration Grant in the amount of Three Million Dollars (\$3,000,000.00) as follows:

REVENUES

U.S. Department of Housing and Urban Development	<u>\$3,000,000.00</u>
Total	\$3,000,000.00

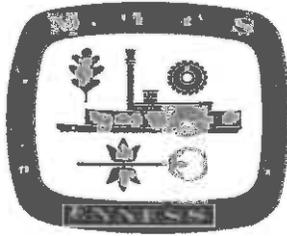
EXPENDITURES

Lead Hazard Reduction Demonstration Grant	<u>\$3,000,000.00</u>
Total	\$3,000,000.00



Memphis City Council Summary Sheet

1. Item is an Ordinance amending section 1103.2.4 of the 2009 International Building Code that provides for newly constructed single family, duplex, and triplex occupancies within the City Of Memphis that receive City or Federal assistance through the Division of Housing and Community Development, Memphis Housing Authority, or the Memphis Land Bank, Inc. must be constructed with design features to make them visitable for persons with mobility impairments.
2. The initiating party is the Division of Housing and Community Development.
3. Amendment to an existing ordinance.
4. Ordinance does not require a new contract, or amends an existing contract.
5. Ordinance will not require an expenditure of funds/requires a budget amendment.



AN ORDINANCE AMENDING SECTION 1103.2.4 OF THE 2009 INTERNATIONAL BUILDING CODE THAT PROVIDES FOR THE OCCUPANCIES SPECIFIED WITHIN THE CITY OF MEMPHIS.

WHEREAS, no statutory requirements presently exist on a state or local level to require that new single-family, duplex or triplex dwellings be constructed to provide accessible housing for persons with mobility impairments; and

WHEREAS, persons with mobility impairments and their immediate families are often isolated in their own homes because the homes of most of their acquaintances contain insurmountable barriers, and often experience difficulty in finding a suitable house to rent or buy; and

WHEREAS, certain features in construction make new houses visitable, and in many cases livable, for persons with mobility impairments.

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

SECTION 1: Statement of Intent.

The provisions of this ordinance are specifically enacted to further the policy of the City of Memphis to provide that new single-family, duplexes and triplexes which are constructed with public funds, as herein described, be provided with design features to provide accessibility and usability for persons with mobility impairments.

The purpose of this ordinance is to specially promulgate certain standards which may be less restrictive than ICC/ANSI A117.1 while economically providing solutions to accessibility.

SECTION 2: Applicability.

The following regulations shall be applicable to new, single-family dwellings, duplexes, and triplexes which receive City and Federal assistance. For purposes of this (code section) "City or Federal assistance" shall mean funding or assistance from the City of Memphis, or any agent thereof, through any of the following means: (i) receipt of a building contract or similar contractual agreement involving any city-funded program or funding provided through the Division of Housing and Community Development, Memphis Housing Authority, or the Memphis Land Bank, Inc.; (ii) real estate purchased, leased or donated from the City of Memphis or any agency thereof, (iii) dispersal under city auspices of any Federal or State construction funds such as HOME, CDBG; or (v) receipt of any other funding or financial benefit from the City of Memphis or any agency thereof.

SECTION 3: Design Requirements.

The following design requirements shall apply:

Requirement 1. Building Entrances

Applicable dwelling units shall be designed and constructed to have at least one building entrance on an accessible route served by a ramp complying with ANSI A117.1-1986, Section 4.8, having a maximum slope not to exceed one in twelve (1:12), unless it is impractical to do so because of terrain or unusual characteristics of the site. Such building entrance doors shall comply with ANSI A117.1, 4.13, and shall have a minimum clear opening of 32 inches.

Any entrance at the front, side or back is acceptable as long as it is served by an accessible route such as a garage, carport or sidewalk.

An accessible ramp may not be removed from the home during the first year of initial ownership.

Requirement 2. Interior door criteria

All dwelling units, whether or not on an accessible route, shall be designed in such a manner that all the doors allow passage into and within all premises and are sufficiently wide to allow passage by persons in wheel chairs. Lever hardware is required.

Doors, except those serving closets less than 15 feet square in area, within individual dwelling units intended for user passage must provide minimum 32" clear opening. A 2' 10" door or standard 6' 0" sliding patio door assembly is deemed sufficient to comply with this requirement, provided however, compliance with ANSI Section 4.13.6 (Maneuvering Clearance at Doors) shall not be mandatory.

Requirement 3. Accessible routes into and through the dwelling unit

An accessible route shall be designed and constructed in such a manner that a 36" wide level route, except at doors, must be provided through the main floor of the unit with ramped or beveled changes at door thresholds.

Requirement 4. Wall reinforcement in bathroom

Reinforcement in the walls shall be provided at designated locations as specified by ANSI A 117.1, Section 4.24, Section 4.32, figure 48 and figure 49 so that grab bars may be installed, if needed, at a later date without the necessity of removing portions of the existing wall.

Requirement 5. Light switches, electrical outlets, thermostats and other environmental controls.

All applicable dwelling units shall be designed and constructed in such a manner that all premises contain light switches, electrical outlets, thermostats and other controls in accessible locations.

Controls shall meet the requirements of ANSI A117.1, Section 4.25. Where multiple controls serve the same elements (e.g., two remote switches for a light) only one need be accessible.

SECTION 4: Contracts.

The provisions of this amendment to Section 1103.2.4 of the 2009 International Building Code that provides for the occupancies specified within the City of Memphis shall be incorporated in applicable City of Memphis contracts.

SECTION 5: Enforcement.

Responsibility for enforcement of these provisions shall lie with the City of Memphis/Shelby County Code Enforcement or other said entity.

SECTION 6: Waiver of Exterior Disability Accessibility Regulations.

The requirements of Section 3 Requirement 1 (Building Entrances) herein may be waived by the Director of The Division of Housing and Community Development, through the issuance of an "Exterior Disability Accessibility Waiver" ("waiver").

A person requesting said waiver shall file an application for disability accessibility waiver with the Director, including all documents necessary to prove the existence of the exemption standard herein. The application shall demonstrate that typographical conditions on the site render it impossible to comply with the provisions of said section.

If the application so demonstrates, the Director shall issue an Exterior Disability Accessibility Waiver to the applicant, in writing, within ten (10) days of receipt of a completed application which shall become an official component of any issued contract. The Director shall retain a copy of said waiver in the Department's official records, and shall also forward a copy of said waiver to the Building Official of the Office of Construction Code Enforcement at the time of issuance.

Section 7: All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of said conflict.

Section 8: This ordinance shall become effective immediately upon approval by the Mayor or upon becoming law without approval.