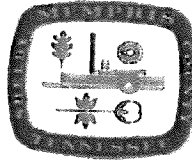


# **PUBLIC SAFETY COMMITTEE**



## Memphis City Council Summary Sheet

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

A resolution to transfer Furniture Fixture Equipment and Information Technology allocations and appropriate funds to Contract Construction cost for Fire Station Canopy Patio Project Phase 3&4, Project Number FS23102.

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

Fire Services is the initiating party.

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

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

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

This will impact all council and super districts.

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

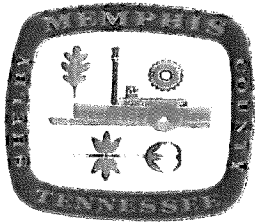
This will not require a new contract.

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

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

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

N/A



## Resolution – Fire Services

**A resolution to transfer Furniture Fixture Equipment and Information Technology allocations and appropriate funds to Contract Construction cost for Fire Station Canopy and Patio Project Phase 3&4, Project Number FS23102.**

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

**WHEREAS**, negotiated contract had been agreed upon between the City of Memphis Fire Services and A & B Construction CO. INC., in the amount of \$400,000 for the Fire Station Canopy Patio Project Phase 3, and pending contract in the amount of \$427,188 for the Fire Station Canopy Patio Project Phase 4; and

**WHEREAS**, there is currently an allocation of \$20,000 for Furniture Fixture Equipment and \$20,000 Information and Technology in FS23100-Fire Stations Improvement Coverline; and

**WHEREAS**, it is necessary to transfer, allocate and appropriate \$40,000 for Contract Construction FS23102, FS Porch and Canopy Project fund by G.O. Bonds.

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Memphis that the Fiscal Year 2023 Capital Improvement Budget be and is hereby amended by transferring an allocation of \$40,000 funded by G.O. Bonds, from Furniture Fixture Equipment and Information and Technology in Fire Station Improvements Coverline, project number FS23100.

**BE IT FURTHER RESOLVED**, by the City of Memphis is there be and is hereby appropriated the amount of \$40,000 for Contract Construction FS23102, FS Porch and Canopy Project:

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



## Memphis City Council Summary Sheet

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

A resolution to transfer and appropriate residual funding from multiple MPD inactive projects to PD04029, Radio Maintenance Bldg Rehab project.

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

The Division of Police Services is the initiating party of this resolution.

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

There is no change to an existing ordinance or resolution.

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

This will impact all districts.

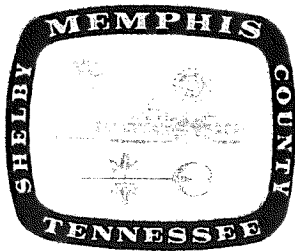
**5. State whether this requires a new contract, or amends an existing contract, if applicable.**

This resolution does not require a new contract, or amendments to existing contract(s).

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

The resolution does require an expenditure of funds.

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



**RESOLUTION**

**WHEREAS**, the City of Memphis Division of Police Services is entering into Phase II, construction, of PD04029, Radio Maintenance Bldg Rehab project; and

**WHEREAS**, the quotes/bids for Phase II, Construction are higher than expected, causing a shortage in current allocations and appropriations for PD04029; and

**WHEREAS**, a Resolution is needed to transfer residual funding from several inactive projects to cover the shortfalls of PD04029; and

**WHEREAS**, Police Services has the following inactive projects with residual funds totaling \$407,438.96 to cover anticipated shortfalls:

PD02004 – Precinct Renovations	3,364.68
PD02011 – South Main Station Reloc	112,923.24
PD02012 – CSI Office Renovation	230,159.00
PD02014 – FY18 Precinct Renovation	22,451.98
PD02015 – 911Communications CTR Upgrd	<u>38,540.06</u>
<b>Total</b>	<b>\$407,438.96</b>

; and

**WHEREAS**, it is necessary to transfer allocations and appropriations totaling \$407,438.96 from:

PD02004 – Precinct Renovations	3,364.68
PD02011 – South Main Station Reloc	112,923.24
PD02012 – CSI Office Renovation	230,159.00
PD02014 – FY18 Precinct Renovation	22,451.98
PD02015 – 911Communications CTR Upgrd	<u>38,540.06</u>

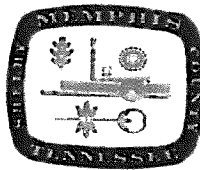
to PD04029, Radio Maintenance Bldg Rehab project; and

**WHEREAS**, it is necessary to appropriate a sum of \$407,438.96 to Contract Construction funded by General Obligation Bonds to PD04029, Radio Maintenance Bldg Rehab project;

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Memphis that the Fiscal Year 2023 Capital Improvement Budget be and is hereby amended by transferring allocations and appropriating \$407,438.96 from:

PD02004 – Precinct Renovations	3,364.68
PD02011 – South Main Station Reloc	112,923.24
PD02012 – CSI Office Renovation	230,159.00
PD02014 – FY18 Precinct Renovation	26,099.88
PD02015 – 911Communications CTR Upgrd	<u>38,540.06</u>
Total	\$407,438.96

to Contract Construction funded by General Obligation Bonds to PD04029 Radio Maintenance Bldg Rehab.



## Memphis City Council Summary Sheet

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

A resolution to transfer a portion of the City of Memphis Division of Police Services CIP Project PD02018, Violent Crimes Unit Renovation from Construction to Architecture and Engineering.

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

The Division of Police Services is the initiating party of this resolution.

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

There is no change to an existing ordinance or resolution.

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

This will impact all districts.

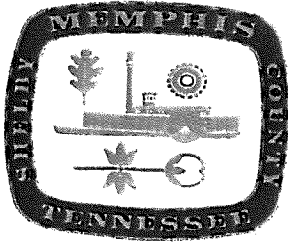
**5. State whether this requires a new contract, or amends an existing contract, if applicable.**

This resolution does not require a new contract, or amendments to existing contract(s).

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

The resolution does require an expenditure of funds.

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



## RESOLUTION

**WHEREAS**, A Resolution to transfer a portion of the City of Memphis Division of Police Services CIP Project PD02018, Violent Crimes Unit Renovation from the Construction line to Architecture and Engineering (A&E) line based on the quote received; and

**WHEREAS**, the transfer of Four Thousand Seventy Two Dollars and 50/100 (\$4,072.50) will be transferred from CIP Project PD02018 Construction line to A&E line; and

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Memphis that the Fiscal Year 2023 Capital Improvement Budget be and is hereby amended by transferring \$4,072.50 from PD02018, Construction to A&E funded by G.O. Bonds from Violent Crimes Unit Renovation, Project PD02018.



# **PARKS COMMITTEE**



# City Council Item Routing Sheet

Division \_\_\_\_\_ Committee \_\_\_\_\_ Hearing Date \_\_\_\_\_

District \_\_\_\_\_ Super District \_\_\_\_\_

- Ordinance                       Resolution                       Grant Acceptance  
 Budget Amendment               Commendation                   Other:

Item Description :

Recommended Council Action:

Status of MWBE planned expenditures funding, if applicable:

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

<p><b>Does this item require city expenditure? No</b></p> <p>\$ Amount _____</p> <p>\$ Revenue to be received _____</p>	<p><b>Source and Amount of Funds</b></p> <p>\$ Operating Budget</p> <p>\$ CIP Project #</p> <p>\$ Federal/State/Other</p>
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### Approvals

Director \_\_\_\_\_ Date \_\_\_\_\_

Budget Manager \_\_\_\_\_ Date \_\_\_\_\_

Chief Financial Officer \_\_\_\_\_ Date \_\_\_\_\_

Deputy Financial Officer \_\_\_\_\_ Date \_\_\_\_\_

Chief Legal Officer \_\_\_\_\_ Date \_\_\_\_\_

### Chief Administrative Officer

\_\_\_\_\_ Date \_\_\_\_\_

### Council Committee Chair

\_\_\_\_\_ Date \_\_\_\_\_

**EXTENSION OF CONTRACT  
BETWEEN OAK VIEW GROUP AND USFL LEAGUE, LLC.**

**THIS EXTENSION** is made and entered into by and between Global Spectrum LP, DBA OVG360 (hereinafter referred to as "OVG"), and USFL League, LLC. (hereinafter referred to as "League").

**RECITALS:**

1. Whereas, OVG and League have entered into a License Agreement (hereafter "Contract"), for the use of Simmons Bank Liberty Stadium to hold certain events; and

2. Whereas, pursuant to such Contract, the Initial Term which expires upon the conclusion of the 2023 League season, is subject to renewal for two additional periods for the 2024 and 2025 League seasons based upon the mutual written consent of the parties; and

3. Whereas, the parties desire to renew the Contract for an additional 2 year League Season period from March 1, 2024 to July 30, 2024 and March 1, 2025 to July 30, 2025 respectively; and

4. Whereas, the parties hereby acknowledge that this document constitutes an Extension to the Contract.

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

1. The Contract is hereby extended for an additional 2 League Season (2024 & 2025) period in accordance with Section 2.A. of the Contract, unless sooner terminated.
2. The parties agree and affirm that all terms of the Contract, not in conflict with this Extension remain in full force and effect, and that nothing in this Extension relieves either party of their respective obligations under the Contract.
3. This Extension together with the Contract, constitutes the entire agreement between the parties, and supersedes all other prior or contemporaneous communication between the parties (whether written or oral) relating to the subject matter of this Extension. Each

party to this Extension hereby agrees to execute any documents or instruments reasonably required by the other party to evidence the foregoing.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties, by and through their duly authorized representatives, have executed this **EXTENSION TO CONTRACT BETWEEN OVG360 AND USFL League, LLC**, as of the date above written.

**Global Spectrum, L.P**  
**d/b/a OVG360, as agent on**  
**behalf of the City of Memphis**

**USFL, League LLC**

BY: \_\_\_\_\_  
Thomas Carrier, General Manager

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**ACKNOWLEDGEMENT:**

**CITY OF MEMPHIS**

\_\_\_\_\_  
Jim Strickland, Mayor of Memphis

## LICENSE AGREEMENT

**Effective Date:** November 11, 2022

This **LICENSE AGREEMENT** (this "Agreement"), is made and entered into as of the Effective Date, by and between **GLOBAL SPECTRUM, L.P. d/b/a OVG360**, a Delaware limited partnership ("OVG"), as agent on behalf of the City of Memphis ("Licensor"), and USFL League, LLC, a Delaware limited liability company ("Licensee" and together with Licensor, each a "Party" and collectively the "Parties").

### BACKGROUND

The City of Memphis is the current owner of the multi-sports and entertainment facility located in Memphis, Tennessee currently known as *Simmons Bank Liberty Stadium in Liberty Park* (the "Stadium"). OVG and the City of Memphis entered into a Management Agreement (the "Management Agreement"), dated June 30, 2021, pursuant to which OVG is authorized by the City of Memphis to license the use of the Stadium to others for the purpose of holding certain events.

Licensee represents and warrants to Licensor that it operates the United States Football League (USFL) (the "League") and that Licensee currently has the full right and authority to operate all of the teams in the League (individually, and collectively, the "Team" or "Teams"), including the Memphis Showboats (the "Showboats"). Licensee desires to license the use of certain portions of the Stadium from Licensor, and Licensor is willing to license the use of certain portions of the Stadium to Licensee, subject to the terms and conditions set forth below.

The purpose of this Agreement is to set forth the terms and conditions on which Licensor is granting Licensee a license to use the Stadium for the purpose of hosting the Teams.

#### **1. License Grant.**

- A. Licensor grants to Licensee a non-exclusive license to use, and Licensee shall use the Permitted Areas (as defined below) for the presentation and play of certain League football games (the "Games") during the Term (as defined below), subject to the terms and conditions of this Agreement; provided, that, except as otherwise set forth herein, such license shall be exclusive with respect to the Stadium Premises only, from 8:00am (or six hours before kickoff if earlier) until three hours after the conclusion of any Game, on any Game day. Licensee agrees that so long as the Stadium is available when required by Licensee in accordance with League scheduling needs (regardless of whether or not such unavailability is due to a Pre-Existing Event except that League will not schedule a Showboats "home" Game on the date set for the University of Memphis Spring Game at the time such schedule is created), each regular season "home" game played by the Showboats during each League Season (as defined below) during the Term will be played at the Stadium as set forth herein and in no event shall the Showboats be permitted to relocate during the Term to any other "home" location. For each Game, Licensee shall designate whether full Stadium seating (e.g., 57,053 capacity, with commensurate infrastructure/staffing) will be available and staffed ("Full Stadium Games") or if only half of the Stadium seating (approximately 26,000 capacity with spectator seating located on the East/camera side or as otherwise mutually agreed, with commensurate infrastructure/staffing) ("Half Stadium Games").
- B. "Permitted Areas" means the following areas within the Stadium property: the field, seating bowl (including Licensee Suites (as defined below)), Stadium field-level rooms (including, locker rooms,

containing 3 training tables per team and 1 ice bunker, cheer/dressing rooms, and media center), X-Ray room (collectively, the "Stadium Premises"), areas required for production needs/access permitted hereunder, public access areas for Stadium, the public address and sound systems, scoreboards, the West Side Press Box (with the exception of one 4<sup>th</sup> floor booth which shall be used by Licensor as a dispatch center), the East Side Sky Box, and such other parts or areas of the Stadium as are approved in advance by Licensor in writing that are reasonably necessary for Licensee to present, play and/or broadcast the Games. Licensee shall also have the right to use Tiger Lane in connection with Games as approved by Licensor, such approval not to be unreasonably withheld or delayed. Licensor also grants Licensee the right to the complimentary parking described in Schedule III during each League Season.

- C. Licensor shall also be granted the right to the Practice Areas, as set forth and subject to the terms and conditions contained in, Schedule I, attached hereto.
- D. During the Term, Licensor will not host, promote or advertise games/events of any professional spring football league at the Stadium other than the League.

**2. Term; Renewal; Scheduling.**

- A. The initial term of this Agreement (the "Initial Term") shall be from the Effective Date and shall remain in effect one League Season (as defined below) concluding upon completion of the 2023 League Season. Licensee shall have an option (the "Option") to renew this Agreement for the 2024 League Season and the 2025 League Season (the "Renewal Term"), by providing written notice to Licensor requesting such renewal (the "Option Notice") on or before August 1, 2023; provided, that Licensee shall not provide such Option Notice earlier than July 1, 2023 unless otherwise approved by Licensor; and provided, further, that Licensee's exercise of the Option shall be subject to approval by the Memphis City Council and subsequent execution by the Mayor (the "Option Approval") which shall be provided within 60 days of the date of the Option Notice, and if not provided by such date this Agreement shall terminate, deemed effective as of October 2, 2023. Licensor shall use good faith efforts to encourage and facilitate the Option Approval as soon as possible, and shall use commercially reasonable efforts to put such Option Approval on the City Council agenda no later than 30 days after Licensor's receipt of the Option Notice. Licensee may withdraw the Option Notice at any time after Licensee's issuance of the Option Notice but prior the Option Approval. Withdrawal of an Option Notice shall not prevent Licensee from issuing a new Option Notice thereafter through August 1, 2023. The Initial Term, and if applicable, the Renewal Term, shall be referred to collectively herein as the "Term." As used herein, a "League Season" shall mean the period from one day prior to the commencement of the Showboats training camp through the League championship Game; provided Licensee shall promptly notify Licensor when Licensee will have no further use of the Stadium for Games or practices and any dates thereafter shall be immediately released back to the Licensor and not included in the definition of League Season hereunder.
- B. Subject to the provisions of Schedule I attached hereto, including a final Game schedule, from the commencement of training camp (currently anticipated to be mid-March each year, but in no event shall Licensor be required to make the Permitted Areas available before March 5 of the applicable year) through the League championship game (currently anticipated to be mid-July, but in no event shall Licensor be required to make the Permitted Areas available after July 20 of the applicable year), Licensor shall make the Permitted Areas available to Licensee, and Licensee shall use the Stadium, for the Permitted Use; provided, that in connection with preparation for and wind-down of each

League Season, subject to events booked at the Stadium in accordance with the terms hereof, Licensee shall have reasonable access to Permitted Areas up to one week prior to training camp and for five days following the League Season, subject to written approval of Licensor, not to be unreasonably withheld or delayed. Licensee represents and warrants that it shall hold a minimum of 5 Game days (i.e., a day in which at least one Game is played) in the Stadium each League Season.

**3. Items to Be Provided by Licensee.** In connection with each Game to which this Agreement applies, Licensee shall furnish or arrange to be furnished, at its own expense, the services, equipment and other items set forth on **Schedule II**, attached hereto.

**4. Items to Be Provided by Licensor.** In connection with each Game to which this Agreement applies, Licensor shall furnish or arrange to be furnished, at its own expense unless otherwise indicated, the services, equipment and other items set forth on **Schedule III**, attached hereto.

**5. Marketing and Promotion.**

- A. Licensee, at its sole expense, shall provide all necessary personnel to, and be solely responsible for, the marketing and promotion of the Teams and the Games as determined appropriate by Licensee, which may include but is not limited to, advertising publicity material, promotions material, press releases, posters, flyers, handbills and radio and television commercials, and any related promotional activity (collectively, the "Team Marketing"), except that (1) Licensee may request that certain Licensor personnel assist Licensee in such Team Marketing, and, in the event Licensor agrees, Licensee shall pay Licensor fee for such services as the parties may mutually agree upon in advance, and (2) Licensor may cause mentions of the applicable Games/Teams to be included in general advertising for the Stadium and Licensor represents that its inclusion of any Licensee IP (as defined below) will only be in the form, and subject to the reasonable guidelines, provided by Licensee. All Team Marketing that is developed by Licensee shall be produced at the sole cost and expense of Licensee and Licensee represents that such Team Marketing materials shall not violate or infringe on the rights of any third party.
- B. If mentioning the Stadium in Team Marketing, Licensee shall make mention of the full and complete Stadium name as the "Simmons Bank Liberty Stadium" (or any substitute names approved by Licensor) (the "Stadium Name"). All visual promotional materials that mention the Stadium and include non-text copy (i.e., graphics) shall contain the standard Stadium logo as provided by Licensor (the "Stadium Logo") so long as inclusion of the logo is creatively appropriate and appropriate graphic assets have been provided by Licensor to Licensee for such inclusion, and to the extent no logo is included shall include instead the Stadium Name. In addition, any proposed Team Marketing materials that mention the Stadium shall be submitted for approval by Licensor with respect to how the Stadium Name, Stadium image, or Stadium Logo is depicted prior to any use thereof, which approval shall not be unreasonably withheld or delayed, provided failure to respond to such request for approval within 5 business days shall be deemed acceptance.
- C. Licensor shall have the right to advertising on the scoreboard during the pre-Game announcements period commencing 90 minutes prior to game time to promote the Stadium Naming Rights partner and/or upcoming events at the Stadium, and emergency messaging with reasonable placement and for an aggregate duration not to exceed 10 minutes as mutually agreed by the Parties. All costs of producing the content of such advertising shall be borne by Licensor.



- D. From January 1 through the final Game played at the Stadium, Licensor shall use commercially reasonable efforts to include promotion during all non-League events at the Stadium, subject to consent of applicable licensees, for the schedule of Games to be played at the Stadium in the applicable League Season. Such promotion shall be commensurate with the promotion described in Section 5.C above.
- E. *Licensor Intellectual Property.* Licensee acknowledges that Licensee shall not have, nor shall Licensee ever assert, any intellectual property rights or any license in any intellectual property rights now or hereafter owned by Licensor. No provision of this Agreement grants Licensee any right or license to use the name, logo, or any marks owned by or associated with Licensor or any other user or occupant of the Stadium, except as may be specifically agreed to in writing from time to time by Licensee and Licensor. Licensee shall not use any Licensor trade-name, trademark, trade device, service mark, or symbol, owned by Licensor in any promotional manner or any manner that implies an endorsement by Licensor where one does not exist except as specifically and previously approved in writing by Licensor. Notwithstanding the foregoing, the parties agree that Licensee may use the Stadium Name or Stadium Logo, for directional purposes and identification of the Stadium, such as by way of example only, the Stadium Name on game tickets and references to the Stadium pursuant to this Section 5.
- F. *Licensee Intellectual Property.* Licensor acknowledges that Licensor shall not have, nor shall Licensor ever assert, any intellectual property rights or any license in any intellectual property rights now or hereafter owned by Licensee. No provision of this Agreement grants Licensor any right or license to use the name, logo, or any marks owned by or associated with the League, any Team or Licensee, except as may be specifically agreed to in writing from time to time by Licensee and Licensor. Licensor shall not use the League name, the name of any Team or any League or Team trade-name, trademark, trade device, service mark, or symbol, owned by Licensee ("Licensee IP") in any publication, marketing or advertising material, or in any promotional manner or any manner that implies an endorsement by Licensee, except as specifically approved in writing by Licensee.

## 6. Telecasting.

- A. Licensee shall have the exclusive right to control and retain all revenue from all broadcasts, telecasts, reproductions and transmittals of the videos, pictures, descriptions and accounts of Games and League events via Multimedia Distribution (as defined below), whether distributed locally, nationally, internationally or otherwise. Licensor acknowledges that it will have no rights in or to use any such broadcasts, reproductions and transmittals; provided Licensee shall use good faith efforts to make available a telecast of such Multimedia Distribution within the Stadium as reasonably requested by Licensor. Licensor shall provide reasonable access to the Permitted Areas for properly credentialed media personnel and equipment at no cost to Licensee or the media. As used herein, "Multimedia Distribution" shall mean any and all forms, means or modalities of electronic or other tangible or non-tangible exhibition or transmission (whether now known or hereafter developed) of video, audio or audio/video programming, including terrestrial radio, satellite radio, over-the-air television, cable television, pay-per-view television, multipoint and multichannel multipoint distribution system television, direct broadcast satellite television, subscription television, master antenna and satellite antenna television and lower power television, closed circuit television, Internet distribution and interactive media.

- B. *Telecast Production Support*: Licensors will cause the press area, field, broadcast areas, and common areas of the Permitted Areas, including the TV truck dock north of the press box (collectively, the "Production Compound") to be equipped (as they are as of the Effective Date) throughout the Term with media distribution inputs and outputs for the receipt and transmission of Multimedia Distribution which currently exist at the Stadium (with any additional Multimedia Distribution equipment necessary for Licensee to be installed by Licensee at Licensee's cost and subject to Licensors' prior written approval). As of the Effective Date, Licensee has reviewed the current equipment in the Production Compound and has determined that (i) Licensee will require additional Stadium power supply, including an additional generator, (ii) additional production camera positions to be fully cabled, and (iii) temporary platforms built for cameras at the 50 yard line (collectively, (i) (ii) and (iii) the "Additional Production Assets"). Licensee agrees that it shall provide all Additional Production Assets at Licensee's cost and Licensors shall reasonably support and facilitate such actions. In addition, Licensee's media partners shall be permitted to keep Additional Production Assets and production trucks in the locations used to produce the Multimedia Distribution on Game days and other mutually agreed Permitted Areas throughout the League Season but subject to (1) good faith consultation between Licensors, Licensee and Licensee's media partners, in respect of locations of such Additional Production Assets and/or production trucks on site, (2) any rights and requirements of any third party using the Stadium for events occurring at the Stadium during the League Season (including the right of any third party booked at the Stadium ("Third Party Producers") to utilize such Additional Production Assets as needed, with reasonable rent for such use paid back to Licensee (in Licensors' sole but reasonable discretion), and (3) Licensee shall be responsible for insuring such Additional Production Assets against, and Licensee shall bear the risk of, damage, theft or other loss of such Additional Production Assets while at the Stadium, whether or not any of the foregoing are in the possession or control of Licensors or its agents at the time of such damage, theft or loss (except to the extent of Licensors' or its agents' gross negligence or willful misconduct or the use of Additional Production Assets by a Third Party Producer). Licensors shall ensure that all Third Party Producers that use the Additional Production Assets shall, in connection with such use, indemnify the Licensee Indemnities and include Licensee as an additional insured in any insurance provided to Licensors. Following each League Season, Licensee shall remove all Additional Production Assets, unless otherwise agreed by Licensors in writing, and shall return all areas in which such Additional Production Assets were placed and the Production Compound generally to its original condition as of the Effective Date, normal wear and tear excepted.
- C. In connection with any Multimedia Distribution, Licensee shall prohibit the use of blocking and insertion technology which obscures, covers or replaces Permanent Advertising.

**7. Advertising and Sponsorships.**

- A. Subject to the provisions of this Section 7, Licensee shall have the exclusive right to market, price, sell, post, exhibit, display, publish, broadcast, present and/or enter into agreements regarding all advertising, signage, sponsorships, promotions, messages and displays of every kind and nature (audio or visual) relating to the League and its Teams, or relating to, displayed, provided or present at Games which are *field-level visible* as illustrated in Schedule VII and both scoreboards (which appear in-bowl/above field level) during Games and other League events permitted at the Stadium (excluding Naming Rights assets as set forth herein) or which appear on the main scoreboard (except with respect to Permanent Advertising affixed thereto or as otherwise set forth herein), including,

without limitation, audio and video public address advertising, product promotions, print and display advertising, field, team uniforms and any other Digital and Other Temporary Advertising (as defined below) which is field-level visible and/or on the main digital scoreboard (collectively, and excluding Permanent Advertising, "Licensee Advertising") and retain all proceeds therefrom. No Licensee Advertising shall be permitted to cover any Permanent Advertising. Licensor shall retain the rights to all concourse-level Permanent Advertising, as illustrated in Schedule VII (e.g. not visible on field-level or "in-bowl") ("Concourse Level"); provided Licensee shall be permitted to sell Digital and Other Temporary Advertising (on a non-exclusive basis) at the Concourse Level, subject to the terms of this Agreement. For avoidance of doubt, Licensor is only permitted to sell Permanent Advertising and Licensee is only permitted to sell Licensee Advertising and Digital and Other Temporary Advertising on the Concourse Level. As used herein, "Digital and Other Temporary Advertising" means advertising that will be provided or displayed digitally or otherwise for a short period of time such as for the duration of one Game at field-level (e.g. audio and video public address advertising; message board advertising; electronic insertion displays; liquid electronic displays; current video boards (including both scoreboards); print and display advertising, including temporary signage displayed on the Concourse Level that does not cover or obstruct any Permanent Advertising on such Concourse Level, and which shall include advertising on or in game programs, schedules, tickets and ticket envelopes and yearbooks; advertising worn or carried by field-level personnel engaged in the operation of any game (but excluding Stadium personnel)) but specifically excluding advertising affixed to or included with cups, napkins, utensils, plates or other similar items used to consume concessions at the Stadium.

- B. Throughout the Term, Licensor shall control exclusively and shall be entitled to receive and to retain 100% of the revenue from all Permanent Advertising (as defined below) related to the Stadium, which may appear within the Permitted Areas, including, without limitation, the Concourse Level. All Permanent Advertising as of the Effective Date is set forth, on **Schedule VII**. Licensor shall be permitted to designate up to three exclusive categories each League Season applicable to Permanent Advertising at the Stadium, one of which shall be category applicable to the Naming Rights sponsor. In the event of the Option, Licensor shall provide Licensee with written notice by November 1 prior to each of the 2024 and 2025 League Season of any changes to the 3 exclusive categories for such League Season; provided that if Licensee has a League sponsor within an effected new exclusive category, such sponsor shall not be subject to such exclusivity for two League Seasons. Following November 1 prior to each League Season Licensee shall not be subject to the change or addition (i.e., adding a third exclusive category) of exclusive categories for such League Season. For avoidance of doubt, Licensor may update its non-exclusive Permanent Advertising (e.g., advertisers for which Permanent Advertising is applicable but for which category exclusivity does not apply) each League Season, including without limitation, in connection with any additional digital assets created at the Stadium; provided that in no event shall such Permanent Advertising be field-level visible during any Games; provided further, such Permanent Advertising may be in-bowl. As used herein, "Permanent Advertising" means advertising that is not intended for removal from the Stadium but instead intended for display for twenty-four (24) hours a day, 365 days a year and cannot be removed or can only be removed with great effort (e.g. fixtures, permanently affixed scoreboard advertising, exterior and canopy advertising), including, without limitation, any digital advertising which is required to be displayed at certain intervals on digital or other temporary formats within the Stadium provided such digital Permanent Advertising shall not be field-level visible or on either of the scoreboards.

- C. Notwithstanding anything contained herein to the contrary, Licensor has the sole right to sell Permanent Advertising, including, without limitation, any rights associated with the name of the Stadium (the “Naming Rights”) and Licensee shall have no rights, duties or obligations therefor and shall not share in any revenues derived by Licensor in connection therewith, including in the event that Simmons Bank’s agreement expires, is terminated or not renewed. There will be no association, express or implied, between Licensee and any Naming Rights sponsor or the right to use any tradename, trade dress or other intellectual property of any Naming Rights sponsor, except that Licensee shall have the right and obligation to (i) refer to the Stadium as “*Simmons Bank Liberty Stadium*”, and/or (ii) when identifying the Stadium as the location in any Team Marketing, incorporate full Stadium Logo, where the inclusion of such Stadium Logo would be appropriate as determined by Licensee in good faith, and where such Stadium Logo cannot reasonably be included shall instead include the Stadium Name only.
- D. **Schedule VII** sets forth (i) Permanent Advertising that Licensor will control, and receive all revenues from, at the Stadium during Games during the first League Season, and (ii) category exclusivity restrictions on Licensee’s ability to exploit in-venue field-level-visible Advertising at the Stadium during the first League Season. For avoidance of doubt, (A) the foregoing shall not restrict Licensor from selling any additional Concourse Level Permanent Advertising following such date, and (B) the benefits and protections granted to Licensor in this Section 7 and **Schedule VII** are specific to being on-location at the Stadium and do not restrict the elements that can be added to television programs produced from the Stadium except with respect to references to the Stadium as set forth in Section 7.C. For avoidance of doubt, Licensor’s Naming Rights partner and purchasers of Permanent Advertising do not have the right to use any Licensee IP or otherwise imply a relationship with the League or any of its Teams except as such parties may separately agree in writing.
- E. Notwithstanding anything contained herein to the contrary, Licensor shall be permitted to run emergency plan messaging and the advertisements described in Section 5.C at a mutually agreed upon time in the pre-Game presentation on the video board and public address system.

**8. Fees, Expenses & Taxes.**

- A. For each Permitted Use scheduled at the Stadium, Licensee shall pay Licensor a fee (“Rent”) in accordance with the chart below, *plus* \$2.00 for each ticket sold to the Game (for any Permitted Game-Day Use) (such ticket fees the “Facility Fees” and together with Rent, as applicable, the “Per-Use Fee”). There shall be no Facility Fees attached to complimentary tickets.

<b>Permitted Use Type</b>	<b>Description</b>	<b>Rent</b>
Permitted Game-Day Use: Single Game	1 Game	\$75,000 for Full Stadium Games \$40,000 for Half Stadium Games
Permitted Game Day Use; Single Day Doubleheader	2 Games; 2 ticketed events	\$125,000 except \$90,000 if both Games are Half Stadium Games
Permitted Game-Day Use: Back-to-Back Game Days	2 Games Days (Saturday and Sunday); 2 separate ticketed events	\$135,000 except \$100,000 if both Games are Half Stadium Games
Permitted Practice Use – In League Seasons where	Exclusive use of Initial Practice Areas during the	\$15,000 per month during the Practice Term (prorated for

Licensee Uses the Initial Practice Areas	Practice Term (except for Pre-Existing Events) (as set forth on <u>Schedule I</u> )	partial months). In the event that Licensor elects for Licensee to use the Initial Practice Areas in the 2024 or 2025 League Season (i.e., use of Rex Dockery Field and Stadium locker rooms), then the Licensee fee shall increase by Licensor's reasonable out-of-pocket maintenance, and repair costs necessary as a result of Licensee's use of the field and locker rooms, not to exceed an increase of \$15,000 per month (prorated for partial amounts).
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- B. If during any League Season of the Renewal Term, there is only one Team utilizing the Stadium, then the Rent for a Single Game shall be \$85,000 for Full Stadium Games, and \$50,000 for Half Stadium Games, with no Single Day Doubleheaders or Back-to-Back Game Days permitted.
- C. In addition, the foregoing Rents shall be adjusted annually in January to reflect inflation using the U.S. Consumer Pricing Index (CPI); provided each annual adjustment shall be capped at an increase of the lesser of the CPI and five percent (5%).
- D. In addition to the Per-Use Fees, Licensee shall pay Licensor for any other fees and reimbursable expenses described in this Agreement (collectively, the "Expenses").
- E. In the event any governmental authority (other the City of Memphis or any governmental entity directly controlled by Licensor) assesses, levies or imposes any imposition directly based on Licensee's use of the Stadium (other than income taxes or similar taxes on Licensor's income), Licensee shall be solely liable for and shall pay, prior to any delinquency, such impositions in full and such payment shall not be credited against any amount required to be paid by Licensee to Licensor hereunder. Licensee acknowledges that any sales revenue generated by Licensee pursuant to this Agreement (e.g. Game tickets, Team or League merchandise, etc.) shall be subject to a 9.75% tax by the State of Tennessee and that such tax is due and payable by Licensee, as required by law. Any expenses or requirements relating to this Agreement that are imposed by the League are the sole responsibility of Licensee.

**9. Concessions; Merchandising; Parking.**

- A. Licensor specifically reserves to itself and its concessionaires the right, and undertakes the obligation, to sell, and to retain all proceeds from the sale of, food, refreshments and beverages at the Games, including, without limitation, in all Premium Seating Areas (including any future such Premium Seating Areas developed by Licensee in accordance with the terms of this Agreement), except as otherwise expressly provided in this Section 9. The pricing of such concessions shall not unreasonably exceed pricing of comparable events held at the Stadium and consistent with a family friendly experience. Except as otherwise provided in this Agreement, Licensee shall not sell or distribute,

whether or not on a complimentary basis, any food, beverage or merchandise and shall have no right to operate a concession during the Games, without obtaining Licensor's prior written approval; provided, however, Licensor will use commercially reasonable efforts to accommodate and support reasonable in-venue activations by Licensee sponsors, as permitted by law and subject to any exclusive concessionaire arrangements that the Licensor may be subject to.

- B. With respect to Team and League merchandise concessions, Licensee, or its designees, shall sell all programs, souvenir books, t-shirts and jerseys, videotapes, souvenirs, novelty items and other merchandise, at prices determined by Licensee, with its own personnel, and all proceeds from the sale of such Team and League merchandise concessions shall belong solely to Licensee. Licensee shall be responsible for all applicable taxes and all applicable licenses and inspections charges related to such sales. As between the Parties, Licensee shall be responsible for insuring such items against, and Licensee shall bear the risk of, damage, theft or other loss of such merchandise, whether or not such merchandise is in the possession or control of Licensor or its agents at the time of such damage, theft or loss, (except to the extent of Licensor or its agents gross negligence or willful misconduct), and Licensee shall be responsible for all freight and transportation of such merchandise to and from the Stadium. Payment of commissions, if any, to merchandise/program sellers shall be the responsibility of Licensee.
- C. Licensor shall, at its expense in accordance with Schedule III, sell parking in connection with each Game. Licensor shall remit to Licensee 50% of the net revenue (gross revenue collected less all directly-attributable expenses Licensor incurs to manage the parking operations) it actually receives from the sale of parking.
- D. Subject to the approval of Licensor with respect to the identity of the third party caterer, which approval shall not be unreasonably withheld, Licensee may use a third party caterer to provide food and beverage service (excluding alcoholic beverages, which shall be solely sold and/or distributed by Licensor or its third party concessionaire) for Licensee's "back of house" operations (*i.e.*, production personnel areas, the teams, media dining, etc.) in connection with each Game.

#### **10. Preliminary and Final Settlement.**

- A. Within 2 business days following the final Game played at the Stadium each week, the parties shall conduct a preliminary settlement and account to each other for those items of income received and expenses incurred by each with respect to the Games played at the Stadium during such week that are distributable to, or chargeable against, the other Party pursuant to the provisions hereof, including, without limitation, the Per-Use Fee and Expenses (the "Preliminary Settlement"). At such Preliminary Settlement the parties shall distribute to the applicable Party all monies then due and payable and shall pay to the applicable Party any and all reimbursable expenses as provided in this Agreement which amounts shall be paid within 3 days of such Preliminary Settlement.
- B. Within 30 days after the date of the last Game of each League Season during the Term, each Party shall prepare and submit to the other a final written and itemized accounting, together with payment of any sums which remain due to the other hereunder ("Final Settlement"). In the case of Licensee, said accounting shall be certified as accurate by Licensee's Finance Director. In the case of Licensor, said accounting shall be certified as accurate by Licensor's General Manager.
- C. Any and all payments and fees payable by either Party hereunder shall be made without abatement, deduction or set-off, except as otherwise explicitly permitted hereby.

### **11. Use of Permitted Areas; Time of Occupancy**

- A. Licensor is granting Licensee a license to use the Permitted Areas for the sole purpose of (1) playing League football Games and the customary pre-Game and post-Game activities in connection with these Games and for those other purposes specifically set forth in this Section 11 ( "Permitted Game-Day Use"), and (2) subject to the terms of **Schedule I and Schedule IV**, practices, production set-up, event and production rehearsals, media engagement, staff training and other League functions (the "Permitted Practice Use" and together with the Permitted Game-Day Use, the "Permitted Use"), at the times set forth in this Agreement, and for no other purpose. Licensee shall not have the right to conduct any pre-Game or post-Game activities, concerts or other entertainment or events in the Stadium without the prior written consent of Licensor, which consent shall not be unreasonably withheld or delayed, provided there are no conflicts with other events in the Stadium at the requested time and the proposed event relates to a Permitted Use.
- B. Licensor agrees to open the Stadium to the public at least 1.5 hours before each Game.
- C. Licensor will permit Licensee to utilize the Permitted Areas on a non-exclusive basis for loading in and loading out purposes on the day immediately prior to and immediately following the scheduled date of any Game, provided that there are no conflicts with other events at the Stadium.

- 12. Deposit.** Licensee agrees that, as a material inducement to Licensor to enter into this Agreement and as a condition precedent to Licensor's obligations hereunder, Licensee shall provide, upon signing of this Agreement and, if applicable during the Renewal Term, on the later of October 1, 2023 and 30 days after the delivery of the Option Approval for the 2024 League Season, and by October 1, 2024 in respect of the 2025 League Season, a "Deposit" in the amount of \$350,000. Licensee hereby acknowledges that the Deposit may be commingled with Licensor's general funds, and no interest shall accrue thereon. The Deposit shall be held to secure performance of Licensee's obligations hereunder and \$150,000 of the Deposit shall be applied to the Per-Use Fee due for the first several Game(s) of the Term. Subsequently, the final \$200,000 remaining from the Deposit shall be withheld as a security and applied to the Final Settlement (to the extent such remaining portion of the Deposit exceeds Licensee's Final Settlement payment obligation, such amount in excess of such Final Settlement payment obligation, shall be promptly refunded to Licensee). For avoidance of doubt, Licensor shall be under no obligation to use the remaining \$200,000 towards any amounts that may become due by Licensee hereunder until each applicable Final Settlement and Licensor may exercise all of its rights in connection with any breach of this Agreement by Licensee, including failure to remit payments when due, regardless of whether any portion of the Deposit remains held by Licensor.

### **13. Ticket Sales; Box Office Services.**

- A. 2023 League Season: During the 2023 League Season, Licensee shall be responsible for all ticket sales to the Games and for distribution of tickets to purchasers. The following terms shall apply:
  - (1) Inside Charges. Licensee shall be solely responsible for paying and remitting to the applicable ticketing company all "inside" charges imposed by such ticketing company as such charges may be agreed in the agreement between Licensee and said ticketing company, which such

charges will be deducted off the top and paid before any Final Settlement. Licensee shall be solely responsible for paying and remitting all sales tax as required by the State of Tennessee in connection with such ticket sales.

- (2) Seating. All admittance into the Stadium for the Games shall be by ticket only. The form and content of tickets shall be in accordance with the reasonable and customary rules and regulations of the Licensor. Licensee shall not permit tickets or passes in excess of the seating capacity of the Facility to be sold or distributed subject to mutually agreeable volumes of “comp” tickets based on projected attendance models.
  - (3) Revenue. Licensee shall act as the custodian of all revenue from the sale of tickets. At each Preliminary Settlement, Licensee shall provide an accounting of the ticket sales for the applicable Game. Any refunds from tickets sold shall be determined by Licensee in Licensee’s reasonable discretion and in consultation with Licensor.
  - (4) Complimentary Tickets. Licensee shall provide Licensor, at no cost or expense to Licensor, with complimentary tickets for each Game, as set forth on Schedule II, with locations of seats to be mutually agreed upon.
  - (5) Box Office. Licensee shall provide ticket office staff for the day of the Event, to include day of Event ticket sales, will call attendants, and assistance for any guest with ticket issues or concerns. As part of the Final Settlement, Licensor shall reimburse Licensee half of the cost for such box office labor costs not to exceed \$500 per Game Day.
  - (6) Facility Fee. Licensee will remit payment of the Facility Fee (as outlined above) back to Licensor. Licensee will be required to provide a ticketing audit to confirm the total charge amount for the Facility Fee, that will be invoiced to the Licensee and due at the time of Settlement.
  - (7) Ticketing Systems. No interruption or malfunction of the computerized ticket system or any third party ticketing services shall be deemed a breach of this Agreement by Licensee or render either Party liable for damages to the extent arising from such interruption or malfunction and the Parties shall be relieved of any obligations under the terms of this Agreement to the extent arising from such interruption or malfunction.
- B. 2024 and 2025 League Seasons. In the event the Option is exercised and approved, then following the 2023 League Season, if Licensor provides notice to Licensee on or before November 1 of each the 2024 and 2025 League Seasons that Licensor has entered into an exclusive ticketing arrangement with any third party ticketing company (as designated by Licensor) (“Ticketing Company”), then any ticketing terms included herein shall be subject to the terms and conditions of the agreement between Licensor and the Ticketing Company as notified to Licensee in connection with such notice; provided Licensor agrees to provide, to the extent available and subject to applicable confidentiality obligations, details of such Ticketing Company agreement which would be applicable to this Agreement, upon request on or before June 1, 2023 for Licensee’s consideration in its provision of the Option Notice. It is the Parties intent, but not an obligation on Licensor, that such terms would allow for the following relationship between Licensor and Licensee with respect to ticketing during such League Seasons, and to the extent not prevented by Licensor’s agreement with the Ticketing Company, the following terms shall apply:



- (1) Licensor will serve as the primary box office for the Games at the Stadium during the 2024 and 2025 League Seasons for all advance sales and Game-day sales and have the sole and exclusive right and responsibility to control the distribution of single game tickets. Licensee shall have the sole and exclusive control of the distribution of group sales tickets, provided that Licensee uses the Ticketing Company as ticket agent for such sales. Nothing in this agreement shall preclude or otherwise restrict Licensee from, and Licensee shall have, sole and exclusive control of individual unpaid and/or sponsor tickets as may be conveyed in donation, sponsorship, and/or marketing by Licensee. The cost of box office services (including without limitation the cost of printing, mailing and labor costs) shall be borne by Licensor subject to revisiting the allocation of such costs if printed tickets exceed expectations. Licensee shall have the right to control the distribution of unpaid/complimentary tickets, season tickets and game-plan strips. Licensor shall act as the custodian of all revenue from the sale of tickets except for those collected by Licensee (*e.g.*, season tickets, game-plan strips and group sales, if applicable and to the extent such tickets are sold by Licensee). Such revenues shall not be released to Licensee until Preliminary Settlement, at which time Licensor and Licensee shall provide a complete accounting of the ticket sales for the applicable Game. Any refunds from tickets sold at Licensor's box office shall be determined by Licensor in Licensor's sole discretion. No interruption or malfunction of the computerized ticket system or Ticketing Company's services shall be deemed a breach of this Agreement by Licensor or render either Party liable for damages to the extent arising from such interruption or malfunction and Licensor shall be relieved of any obligations under the terms of this Agreement to the extent arising from such interruption or malfunction; provided, however, Licensor agrees that it shall in good faith exercise all remedies available to Licensor to enforce the terms of its agreement with the Ticketing Company in the event of a breach thereof by the Ticketing Company which negatively affects Licensee's ability to offer for sale tickets to Games, and shall coordinate with Licensee to take appropriate remedial action in the event of any interruption or malfunction of the computerized ticket system or Ticketing Company's services, if any, which negatively affects Licensee's ability to offer for sale tickets to Games.
- C. During the 2024 and 2025 League Seasons, Licensor shall be responsible for the charges payable to the Ticketing Company that are imposed by Ticketing Company upon the event promoter or Stadium in connection with ticket sales for the Games as described in Schedule 13, which such charges will be deducted off the top and paid before any Final Settlement.
- D. Licensee shall have the right to establish the ticket prices for the Games, provided that Licensee shall consult in good faith with Licensor with respect thereto. Licensee also acknowledges that Licensor shall have the right to impose the Facility Fees on top of Licensee's established ticket prices, in Licensor's sole discretion.
- E. Licensor will set parking prices prior to the beginning of each League Season in reasonable consultation with Licensee provided that such prices shall be reasonable and commensurate with Game ticket pricing.
- F. Admission to the Games shall be by ticket only (or by press pass or League pass, each of which shall be limited by good business practices, as determined by the mutual agreement of Licensor and Licensee).

- G. Neither Party shall permit tickets or passes in excess of the seating capacity of the Arena to be sold or distributed. The parties agree that any seat with limited or impaired vision shall not be placed on sale unless mutually approved and, if so approved, such tickets shall be clearly marked accordingly as "OBSTRUCTED."
- H. Except as expressly set forth herein and unless otherwise agreed in writing by Licensor, Licensor shall be responsible for ticket sales in the "Premium Seating Areas", defined as all "Suites" and/or "Clubs" located in the Stadium, and shall retain all revenue generated therefrom. Notwithstanding the foregoing, Licensee will control and retain all revenue generated from the sale of the following Premium Seating Areas and any other premium viewing areas created by Licensee, such areas subject to Licensor's approval, not to be unreasonably withheld (collectively, the "Licensee Suites"): East Skyboxes: 1<sup>st</sup> Floor: 101-120; 2<sup>nd</sup> Floor: 205-220 (Licensor to retain Suites 201-204)  
West Press Boxes: Box 1, Box 2, Box 3, Box 5, Box 7 (Licensor to retain Boxes 4 & 6)
- I. In the event that a game is postponed, tickets from the postponed Game shall be honored and additional tickets shall be made available for sale (if not previously sold out), as mutually agreed.

**14. Compliance with Laws; Other Obligations of Licensee.** During the Term:

- A. Licensee covenants and agrees that Licensee shall and shall cause every person associated with it in its performance of, or exercise of rights pursuant to, this Agreement to, fully abide by, conform to and comply with all applicable federal, state and local laws, rules, regulations, ordinances and codes (collectively, "Laws"), and all rules and regulations of Licensor for the management of the Stadium (collectively, the "Stadium Rules"). Licensee shall not use or attempt to use any part of the Stadium for any use or proposed use which will be contrary to any Law, common decency or good morals or be otherwise improper or detrimental to the reputation of Licensor. Licensee shall and shall cause its employees and agents to use the Stadium in a safe and careful manner. Without in any way limiting the foregoing, Licensee specifically agrees as follows:
  - (1) Licensee shall strictly observe and shall cause its employees and agents to strictly observe, the Fire Code of the City of Memphis. Licensee acknowledges and agrees as follows:
  - (2) All wiring on any booths or display fixtures must meet the rules and standards of the underwriters and Fire Department. Cloth, paper decorations, pine boughs, leaves, tree branches and all other decorations must be flameproofed, and use of combustible material is forbidden.
  - (3) Approval must be obtained from the City of Memphis (or other applicable municipality's) Fire Marshall's Office, and a permit must be obtained from the City of Memphis (or other applicable county or municipality's) in order to bring into the Stadium explosives, gasoline, kerosene, acetylene or other fuel or combustibles. Such a permit shall be submitted for review to Licensor.
  - (4) The firefighting equipment in the Stadium, such as fire extinguishers and fire hose cabinets and exits, shall not be covered or concealed in any manner whatsoever from public view or access.
  - (5) No gasoline motor driven vehicles will be permitted to enter into the Stadium, except at Licensor's discretion.

- (6) Licensee will comply with all Laws relating to the payment of all applicable taxes (excluding taxes based on Licensor's net income), including, without limitation, amusement or admissions taxes or similar charges on ticket sales, admissions or reservations, business privilege taxes, and use and occupancy taxes, and will make returns and pay all such taxes and charges immediately when due.
  - (7) Licensor covenants and agrees that Licensor shall and shall cause its agents and employees to, comply with all applicable Laws in its performance hereunder.
- B. Licensee agrees not to do any act which shall mar, deface or injure any part of the Stadium. Licensee shall not display or erect any letterings, signs, pictures, notices or, except as provided for herein, advertisements upon any part of the outside or inside of the Stadium without the prior written consent of Licensor (which shall not be unreasonably withheld) or make any alterations or improvements to the Stadium or any part therein without the prior written consent of Licensor which may be granted or withheld in Licensor's sole discretion). At the end of each League Season, Licensee shall deliver up to Licensor all areas in and about the Stadium in as good condition and repair as the same be found at the beginning of such League Season, normal wear and tear excepted. Any damage or loss resulting on account of any misuse by Licensee or its agents, contractors, players or employees of any portion of the Stadium or equipment in the locker rooms, showers or training rooms, or any use by Licensee or any of the foregoing persons of any part of the Stadium in violation of any Law, shall be charged to and paid for by Licensee. Prior to, and promptly following, each Game during the Term, a mutually agreed team of Licensor and Licensee representatives shall perform a joint walk through of the Stadium to document pre-existing damage and damage for which Licensee is responsible as described above. In addition, Licensor shall provide prompt notice to Licensee upon discovery of any damage believed to be caused by Licensee and copies of reports associated with such damage.
- C. In the event that any minor or foreign national is scheduled to play or appear in any Game, Licensee shall, in advance of such Game, obtain all necessary employment certificates and other permits and authorization as may or shall be required by any governmental authority.
- D. Licensee shall secure in advance, before the time and date of any Game, at Licensee's sole cost all licenses and permits that may be required by or for the use of the Stadium solely in connection with the presentation of the Games. Specifically, and prior to each League Season, Licensee shall procure, at its expense, all licenses required by any performance rights organizations, such as ASCAP, BMI, GMR and SESAC, for music to be publicly performed in the Stadium in connection with the Games. Proof that such licenses have been secured and payment therefor shall be provided to Licensor upon request.
- E. In licensing the use of the Permitted Areas to Licensee, it is understood the Licensor does not relinquish the right to control the management thereof and to enforce all applicable Laws and Stadium rules and regulations. The decision of Licensor's representative as to the number of persons that can safely and freely move about in the Stadium shall be final.
- F. A duly authorized representative of Licensee shall be in attendance at the Stadium when the doors are opened and throughout each Game. Appropriately credentialed representatives of Licensor shall have the right at all times to enter any part of the Stadium subject to reasonable advance notice in areas of the Permitted Areas with a reasonable expectation of privacy (e.g., locker rooms).

- G. Licensee, in coordination with Licensor, shall provide all of its representatives and working personnel to be admitted to any working area of the Stadium with distinctive, visual identification which shall be approved by Licensor in advance of each League Season during the Term.
- H. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the Stadium shall be kept unobstructed by Licensee and persons acting under it and not used for any other purpose other than ingress or egress.

**15. Insurance.**

- A. Licensee, shall at its sole cost and expense, acquire and maintain throughout the Term, insurance as required on **Schedule V**, attached hereto.
- B. At least 45 days prior to the League Season (or immediately upon execution hereof, if less than 45 days remain before the League Season), the Licensee shall provide to the Licensor certificate(s) of insurance evidencing the coverages set forth on **Schedule V**. Licensee shall name the Licensor Parties as additional insureds on all liability policies listed thereon, other than the Workers' Compensation and Employer's Liability policies and all risk property coverage.
- C. Insurance policies shall be issued by insurance companies authorized by the state or commonwealth where the Stadium is located and have an A.M. Best rating of at least A VIII or better for the duration of the Agreement, include a waiver of subrogation in favor of the Licensor Parties and be primary and non-contributory with any available insurance policies and programs of self-insurance of the Licensor Parties.
- D. All policies of Licensee (other than the workers' compensation policy) shall name the City of Memphis, Global Spectrum, L.P., and each of their respective successors and assigns, and all past, current, and future agents, representatives, servants, officials, regents, officers, directors or supervisors, consultants and employees of the foregoing, and each of their affiliates (collectively, the "**Licensor Parties**") as additional insureds under such policies.
- E. Licensee's failure to maintain the insurance required herein or to provide a certificate of insurance as required hereby may, at the sole discretion of Licensor, result in termination of this Agreement. IN THE EVENT OF SUCH TERMINATION BY LICENSOR, THERE SHALL BE NO FURTHER LIABILITY OF ANY KIND OR NATURE WHATSOEVER BY LICENSOR TO LICENSEE, AND LICENSOR SHALL RETAIN THE RIGHT TO PROCEED WITH A LEGAL ACTION AGAINST LICENSEE TO RECOVER ANY AND ALL DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS) SUSTAINED BY LICENSOR BY REASON OF LICENSEE'S DEFAULT HEREUNDER.
- F. Licensee shall not cancel or otherwise reduce the limits of insurance below the limits of insurance required hereunder without 30 business days' prior written notification to Licensor and shall issue 10 days' prior written notice for Licensee's non-payment of premium.
- G. In the event any of the insurance coverage or terms of any particular coverage required to be maintained or caused to be maintained hereunder are not commercially available at reasonable rates, Licensee shall give written notice thereof to Licensor within 3 days after execution and delivery of this Agreement. Licensor shall have the right, at its option, to place the coverage required at the expense of Licensee if such coverage is commercially available to Licensor at reasonable rates.
- H. Licensor shall maintain or cause to be maintained during the Term, insurance that meets or exceeds the requirements of Licensee and shall provide Licensee with a Certificate of Insurance evidencing

such coverage. The Certificate of Insurance must meet the requirements set forth on **Schedule VI** (attached hereto and incorporated herein by this reference), unless otherwise pre-approved in writing by Licensee.

**16. Breach by Licensee.**

- A. In the event Licensee fails to perform or observe any of the material covenants, conditions or obligations in this Agreement, Licensor shall give Licensee notice in writing of such breach, specifying the failure with particularity. If Licensee shall not cure said breach within 10 days after receipt of notice (if a monetary breach), or within 30 days after receipt of notice if a breach of any other nature which is capable of cure, then Licensor, at its option, shall have the right to: (1) terminate this Agreement by giving written notice thereof to Licensee, (2) sue Licensee for legal or equitable relief, (3) exercise its rights with respect to the deposit provided pursuant to Section 12 and/or (4) pursue any other remedy allowed by this Agreement, by law or at equity. The unenforceability, in whole or in part, of any of the remedies made available in this Section 16 shall not affect or limit Licensor's right to any of the remaining remedies available to Licensor.
- B. Notwithstanding anything stated in this Agreement to the contrary, if a petition in bankruptcy is filed against Licensee or a bill in equity or other proceedings for the appointment of a receiver or a trustee for Licensee is filed against Licensee, or if proceedings for reorganization or for an arrangement with creditors under any State or Federal law be instituted against Licensee, or if a voluntary petition in bankruptcy is filed by Licensee, then, unless the same shall have been discharged within 90 days after the happening of such event, Licensor shall be entitled to terminate this Agreement by giving written notice thereof to Licensee or pursue any other remedy provided by law or at equity.
- C. All of the remedies set forth above or elsewhere in this Agreement given to Licensor and all rights and remedies given to Licensor by law or at equity shall be cumulative and concurrent.

**17. Breach by Licensor.**

- A. In the event Licensor fails to perform or observe any of the material covenants, conditions or obligations in this Agreement, Licensee shall give Licensor notice in writing of such breach, specifying such failure with particularity. If Licensor shall not cure said breach within 20 days after receipt of notice (if a monetary breach), or within 30 days after receipt of notice if a breach of any other nature which is capable of cure, then Licensee, at its option, shall have the right to: (1) terminate this Agreement by giving written notice thereof to Licensor, (2) sue Licensor for legal or equitable relief, and/or (3) pursue any other remedy allowed by this Agreement, by law or at equity. The unenforceability, in whole or in part, of any of the remedies made available in this Section 17 shall not affect or limit Licensee's right to any of the remaining remedies available to Licensee.
- B. Notwithstanding anything stated in this Agreement to the contrary, if a petition in bankruptcy is filed against Licensor or a bill in equity or other proceedings for the appointment of a receiver or a trustee for Licensor is filed against Licensor, or if proceedings for reorganization or for an arrangement with creditors under any State or Federal law be instituted against Licensor, or if a voluntary petition in bankruptcy is filed by Licensor, then, unless the same shall have been discharged within 90 days after the happening of such event, Licensee shall be entitled to terminate this Agreement by giving written notice thereof to Licensor or pursue any other remedy provided by law or at equity.
- C. All of the remedies set forth above or elsewhere in this Agreement given to Licensee and all rights and remedies given to Licensee by law or at equity shall be cumulative and concurrent.

**18. Indemnity; Release of Liability.**

- A. Licensee shall indemnify, defend and hold harmless Global Spectrum, L.P., the City of Memphis, any other present or future lender providing financing to the City of Memphis in connection with their construction or operation of the Stadium, and their respective affiliates, successors, and assigns, and each of their respective partners, agents, officers, directors, employees, and representatives (collectively, "Licensors Indemnitees") from and against any and all claims, suits, losses, injuries, damages, liabilities and expenses (including, without limitation, reasonable outside attorneys' fees and expenses) (collectively, "Losses"), to the extent arising from (1) any breach by Licensee of any of its representations, warranties, covenants or agreements contained herein and (2) the negligence, willful misconduct, and/or violation of any Law or Stadium Rule, of or by Licensee, or any of its affiliates, contractors, vendors, employees, officers, directors, or agents, or (3) any injury to or death of any player, coach, officiate, trainer or other participant in a Game, in each case except to the extent caused by or otherwise arising directly from the gross negligence and/or willful misconduct of Licensors, or any of its affiliates, contractors, vendors, employees, officers, directors, or agents.
- B. It is the intent of this Agreement that this indemnity provision, if an indemnification obligation is triggered by the terms hereof, shall apply to any claims made by employees of Licensee against Licensors or any of the Licensors Indemnitees, and this Agreement is deemed a written agreement for indemnity under the State of Tennessee Workers' Compensation laws.
- C. To the extent permitted under applicable law, Licensors shall indemnify, defend and hold harmless Licensee, Fox Corporation, and their respective affiliates, successors, and assigns, and each of their respective partners, agents, officers, directors, employees, and representatives (collectively, "Licensee Indemnitees") from and against any and all Losses solely to the extent arising from (i) any breach by Licensors of any of its representations, warranties or obligation under this Agreement, (ii) the negligence or willful misconduct of Licensors or its affiliates, contractors, vendors, employees, officers, directors, or agents, in each case, except to the extent such Losses arise from the negligence or willful misconduct of by Licensee, or any of its affiliates, contractors, vendors, employees, officers, directors, or agents.
- D. If any claim, demand, action or proceeding is made or commenced by any third party (each, a "Third-Party Claim") against the Party that is entitled to be indemnified with respect thereto under this Section 18, such Party (the "Indemnified Party") shall give the other Party (the "Indemnifying Party") prompt written notice thereof (but no later than 20 business days following receipt of such Third-Party Claim); the failure to give such written notice within such time frame shall not affect the liability of the Indemnifying Party under this Agreement except to the extent the failure materially and adversely affects the ability of the Indemnifying Party to defend the Third-Party Claim. The Indemnifying Party shall have the right to assume the defense and resolution of the Third-Party Claim, provided that (a) the Indemnified Party shall have the right to participate in the defense of the Third-Party Claim at its own expense through counsel of its choice (with control of the defense remaining with the Indemnifying Party), (b) the Indemnifying Party shall not consent to the entry of any judgment or enter into any settlement that would require any act or forbearance on the part of the Indemnified Party or which does not unconditionally release the Indemnified Party from all liability in respect of the Third-Party Claim without the prior written consent of the Indemnified Party, and (c) the Indemnified Party may undertake the defense of the Third-Party Claim, at the Indemnifying Party's expense, if the Indemnifying Party fails promptly to assume and diligently to prosecute the defense.

- E. Except to the extent arising from the negligence and/or willful misconduct of Licensor or its affiliates, contractors, vendors, employees, officers, directors, or agents or the breach of any obligation of Licensor to Licensee in this agreement or otherwise, Licensee hereby relieves and releases Licensor and the Licensor Indemnitees from:
- (1) any and all liability to Licensee by reason of any injury or damage to any property in the Stadium belonging to any of Licensee, its employees or invitees;
  - (2) any and all liability to Licensee or others (to the extent Licensee may relieve or release Licensor as to others) as a result of theft, vandalism or pilferage of any property belonging to or brought into the Stadium by Licensee.
- F. No Indirect Damages. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER UNDER ANY PROVISION OF THIS AGREEMENT FOR LOST PROFITS, INCLUDING LOST OR PROSPECTIVE PROFITS, OR FOR ANY OTHER SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, IN CONTRACT, TORT OR OTHERWISE; PROVIDED THAT, THE FOREGOING LIMITATIONS SHALL NOT APPLY WITH RESPECT TO EACH PARTY'S INDEMNIFICATION OBLIGATIONS WITH RESPECT AMOUNTS PAYABLE TO THIRD PARTIES FOR THIRD PARTY CLAIMS.

**19. Representations and Warranties.**

- A. Each Party represents and warrants to the other that:
- (1) such Party has the full corporate or partnership power and authority to enter into and fully perform this Agreement;
  - (2) this Agreement has been duly executed and delivered by such Party and constitutes a valid and binding obligation of such Party, enforceable against such Party in accordance with its terms (subject to general principles of equity and creditors' rights generally); and
  - (3) none of the execution, delivery or performance of this Agreement (i) requires the approval or consent of any third party other than the Option Approval which requires approval of the Memphis City Council pursuant to Section 2, or (ii) conflicts with or results in any breach or violation of, or constitutes a default under, any material agreement or other instrument or any decree, order, law, statute, rule or regulation (governmental or otherwise) to which such Party is a party or by which such Party is bound.

**20. Loss of Use of Stadium; Force Majeure.**

- A. Casualty Loss. Should the Stadium or any part thereof be destroyed or damaged by fire or by any other cause, or if any Event of Force Majeure (defined below) shall render Licensor unable to provide the Stadium to Licensee for the purpose of playing the Games as contemplated hereunder for all or substantially all of any League Season, each Party shall have the right to terminate this Agreement, without being liable or responsible to the other Party for any damage or loss caused thereby.
- B. Safety Precautions. Licensee acknowledges and agrees that Licensor shall have the power to extinguish all utilities and order the evacuation of all or any portion of the Stadium, or cause to be removed therefrom any person or group of persons, any materials, equipment or other items if, in its sole judgment, danger is imminent or dangerous circumstances have already occurred and such action is necessary to secure the safety and welfare of persons or property. In such event, Licensee hereby waives and releases Licensor and the Licensor Indemnitees from any and all Losses related

thereto, except to the extent arising out of the gross negligence and/or willful misconduct of Licensor or any of the Indemnitees.

- C. Force Majeure. Should Licensee be unable to take possession of the Stadium or present any Game due to an Event of Force Majeure, without limiting the terms of Section 20.A above, (1) neither Licensor nor Licensee shall have any liability under this Agreement, and (2) performance hereunder shall be suspended during and as often as any such interruption caused by such Event of Force Majeure and the Term hereof shall be extended for a period of time equal to the period performance hereunder is suspended due to such cause, provided that during the period of such Event of Force Majeure, Licensee may, but shall not be obligated to, attempt to rebook any such missed Game(s) at the Stadium on a date or dates satisfactory to the Parties and, to the extent that Licensee conducts the missed Game(s) at another location, Licensee shall be relieved of its obligation to hold at least 5 Game days at the Stadium in the applicable League Season. Upon the conclusion of any such Event of Force Majeure, this Agreement and the rights and obligations of the parties hereunder shall be reinstated for the remainder of the Term. the term "Event of Force Majeure" shall mean any and all acts of God, strikes, lock-outs, work stoppages, industrial disturbances, acts of the public enemy, laws, rules and regulations of governmental or quasi-governmental entities, wars or warlike action (whether actual, impending, or expected and whether de jure or de facto), arrest or other restraint of government (civil or military), blockades, insurrections, riots, vandalism, terrorism, pandemic or epidemic (including COVID-19 and any governmental order, action, law or guideline related thereto), lightning, earthquakes, hurricanes, storms, floods, washouts, fire or other casualty, civil disturbances, explosions, breakage or accidents to equipment or machinery, threats of bombs or similar interruptions, confiscation or seizure by any government or public authority, nuclear reaction, radioactive contamination, accidents, or any other causes, whether of the kind herein enumerated or otherwise that are not reasonably within the control or caused by the Party claiming the right to delay the performance on account of such occurrence; provided, however, in no circumstances shall the monetary inability of a Party to perform any covenant, agreement or other obligation contained in this Agreement be construed to be an Event of Force Majeure. For avoidance of doubt, the planned renovation of the Stadium, including any unforeseen impacts or delays arising therefrom, shall not be considered an Event of Force Majeure that may be claimed by Licensor to delay Licensor's performance of its obligations herein.

## **21. Miscellaneous**

- A. Governing Law; Consent to Exclusive Jurisdiction. This Agreement is entered into in the State of Tennessee and, in the event of any controversy or litigation, shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to conflicts of law principles. Any claims arising out of this Agreement shall be brought exclusively in the Shelby County, Tennessee, and each Party hereto consents to the jurisdiction of such courts and agrees that such Licensor is proper.
- B. Management Agreement; League/Showboat Operations. Licensee recognizes OVG is entering into this Agreement pursuant to its specific authority in the Management Agreement and to the extent such Management Agreement expires or is terminated, or OVG ceases for any reason to be the manager of the Stadium, OVG shall have no independent liability under this Agreement and this Agreement shall remain in full force and effect and all performance by OVG shall be rendered by the



City of Memphis or the Stadium's successor manager. If the Stadium closes or becomes non-operational, OVG or the City of Memphis may terminate this Agreement without liability. During the Renewal Term (if the Option was exercised and approved), if Licensee provides Licensor with written notice prior to November 1, 2023, or after the 2024 League Season, prior to November 1, 2024, that Licensee is discontinuing operation of the League or operation of the Showboats in Memphis, then Licensee may terminate this Agreement effective immediately, subject to payment to Licensor of a one-time fee of \$200,000 (the "Termination Fee"). The Termination Fee shall be due within 10 days of any termination pursuant to this Section 21.B.

C. Assignment.

- (1) Except as expressly provided in this Section 21.C(1), Licensee shall not have the right to assign, sub-license, mortgage, pledge or otherwise transfer this Agreement or Licensee's rights and obligations herein without the prior written consent of Licensor. Notwithstanding the foregoing, so long as Licensee is not in breach or default of this Agreement, Licensee shall have the right, without Licensor's consent but upon no less than 30 days prior written notice to Licensor, to effect an assignment of all, but not less than all, of its interest in this Agreement to (a) any successor of Licensee that may result from the sale of all or substantially all of the assets of Licensee, (b) any entity that has properly obtained a license from the Licensee to operate a Team based in Memphis (e.g., the Memphis Showboats), or (c) any successor of Licensee that may result from the sale or transfer of a majority of the beneficial ownership interests in Licensee, provided that the proposed assignee agrees in writing to be bound by all of the terms and conditions of this Agreement, including without limitation the obligation to provide the insurance and continuing deposit requirements described herein. Licensor shall have the right to require as an additional condition precedent of the consummation of any such assignment or transfer of the Agreement that the proposed assignee furnish evidence satisfactory to the Licensor that the insurance required hereunder is and shall remain in full force and effect from and after the closing date of such transaction.
- (2) Licensor may assign this Agreement to the City of Memphis or its designee, provided that the City of Memphis (or such designee) assumes in writing the obligations of Licensor under this Agreement. This Agreement and all the terms, conditions and covenants hereof, shall, subject to the foregoing limitations as to assignment, inure to the benefit of and bind the parties hereto and their respective successors and permitted assigns.

D. Waiver. No waiver shall be effective unless it is in writing and is signed by the Party to be charged. No delay or failure to exercise any right or remedy accruing to any Party shall impair any such right or remedy, nor shall it be construed as a waiver of any future right or remedy.

E. Notices. All notices, requests, claims, demands, waivers, Renewal Term notices, and other formal communications hereunder (excluding consents and approvals) shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) upon written acknowledgment of receipt if delivered by electronic mail (e.g. no 'read receipts' will be considered acknowledgment); (c) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. For all consents, approvals, or other written communications in which formal notice is not required, email communication shall be sufficient. Any notice communications must be sent to the respective Party at the addresses

indicated below (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 21.E).

<p>Licensee:</p> <p>United States Football League          Attn: EVP, Business Operations          10201 W. Pico Boulevard          Building 101, 5<sup>th</sup> Floor          Los Angeles, CA 90067</p>	<p>Licensor:</p> <p>OVG360 as agent for the City of Memphis          335 South Hollywood Street          Memphis, TN 38104          Attn: Thomas Carrier, General Manager</p>
<p>With a copy to:</p> <p>United States Football League Legal          Department          c/o General Counsel Fox Sports Media Group          10201 W. Pico Boulevard          Suite 2121, 12<sup>th</sup> Floor          Los Angeles, CA 90064</p> <p>Concurrent with any notice sent pursuant to this section, a courtesy copy of all notices to Licensee must be sent via email to <a href="mailto:FoxSportsNotices@fox.com">FoxSportsNotices@fox.com</a> with the subject line beginning "LEGAL NOTICE". For clarity, such courtesy email shall not constitute an effective form of notice, such that, for any and all purposes, notice shall not be deemed received by Licensee except as described above.</p>	<p>With copies to:</p> <p>OVG360          150 Rouse Blvd          Philadelphia, PA 19112          Attn: Legal Department</p> <p>City of Memphis          Chief Legal Officer/City Attorney          125 N. Main Street, Room 336          Memphis, Tennessee 38103</p> <p>City of Memphis          Director, Memphis Parks          2599 Avery Avenue          Memphis, Tennessee 38112</p> <p>Concurrent with any notice sent pursuant to this section, a courtesy copy of all notices to Licensor must be sent to <a href="mailto:OVG360Legal@oakviewgroup.com">OVG360Legal@oakviewgroup.com</a>. For clarity, such courtesy email shall not constitute an effective form of notice, such that, for any and all purposes, notice shall not be deemed received by Licensor except as described above.</p>

- F. Relationship of the Parties. The parties are independent contractors, and nothing in this Agreement shall be construed to create a partnership, joint venture, employment, or agency relationship.
- G. Severability. If any provision of this Agreement is declared invalid or unenforceable by an arbitrator or court of competent jurisdiction, such provision shall be severed from the remainder of this Agreement, which shall remain in full force and effect.
- H. Entire Agreement. This Agreement (including all schedules attached hereto) constitutes the entire agreement and understanding of the parties regarding its subject matter, and supersedes any and all

prior agreements, understandings or communications between the Parties whether oral or written. This Agreement may not be amended except by a writing signed by an authorized representative of each Party. In the event of a conflict between the terms of this Agreement and the terms set forth in any exhibits, schedules or addenda attached hereto, the terms of this Agreement shall govern. This Agreement shall be binding upon and inure to the benefit of all successors and permitted assigns.

- I. No Warranties. No officer, director, employee, agent, representative, or salesperson of either Party or of the City of Memphis, or any other third party, has the authority to make, has made, or will be deemed to have made, any representation, warranty, covenant, agreement, guarantee, or promise with respect to the financial success or performance, and/or other success, of the Games. Licensee hereby acknowledges and agrees that any assessment of the financial success or performance, and/or other success, of the Games is solely that of the Licensee's own determination and judgment.
- J. Headings. Headings are inserted solely for convenience of reference and shall not constitute a part of this Agreement or affect its meaning.
- K. No Third-Party Beneficiaries. No other party shall be or be deemed to be a third-party beneficiary of this Agreement, except for the City of Memphis, who is an intended third-party beneficiary of the obligations of Licensee under this Agreement, entitled to enforce this Agreement directly against the Licensee as if the City of Memphis was a Party hereto.
- L. Counterparts; Electronic Signatures. This Agreement may be executed in any number of counterparts (including by .pdf), each of which will be deemed an original, but all of which taken together shall constitute one single agreement. A signed copy of this Agreement delivered by electronic mail or facsimile shall be effective as if it were an original.
- M. Survival. The terms of this Agreement which by their nature should survive the termination or expiration of this Agreement shall so survive, including, without limitation, Sections 8 (to the extent any fees remain outstanding), 18, and 21.

*[Signature Page Follows]*

**ACCEPTED AND AGREED** as of the Effective Date:

**GLOBAL SPECTRUM, L.P.**  
**d/b/a OVG360**  
**as agent on behalf of City of Memphis**

By: Thomas W. Carrier, Jr.  
Name: Thomas Carrier  
Title: General Manager

**USFL LEAGUE, LLC**

By:   
Name: Christopher Reed  
Title: Assistant Secretary

*[Signature Page to USFL License Agreement – Simmons Bank Stadium]*

**SCHEDULE I**  
**Scheduling Procedures**

A. Scheduling Permitted Game-Day Use.

Licensee acknowledges that scheduling priority for the Stadium during the Hold Period (as defined below) shall be given to the University of Memphis solely with respect to their Spring Game and other events that have licensed the Stadium as of the Effective Date (the “Pre-Existing Events”), as listed below:

<b>Pre-Existing Events</b>		
<i>Event</i>	<i>Date</i>	<i>Notes</i>
University of Memphis “Spring Game”	April 21, 2023	At Licensee’s request, Licensor will use reasonable best efforts to allow Licensor to play a Game April 23, 2023 (i.e., the Sunday after the Spring Game on Friday).
Bluff City Fair	May 19 – May 29, 2023	This event does not use the Stadium and the Parties currently anticipate Game(s) being played during the Bluff City Fair, subject to Licensor’s prior approval. Licensee acknowledges all parking will be impacted during this event and both parties will use good faith efforts to find alternatives if complimentary parking outlined in Schedule III is not available.
Good Life Festival	June 24, 2023	This event does not use the Stadium. Licensee does not anticipate holding Game(s) during the 2023 Good Life Festival and shall only hold a Game if approved by Licensor in advance. Licensee acknowledges all parking will be impacted during this event and both parties will use good faith efforts to find alternatives if complimentary parking outlined in Schedule III is not available.

The aforementioned Pre-Existing Events will maintain their first right to future dates during the Term of this Agreement as approved by Memphis City Council. In addition, and as applicable, if Licensor desires to book a major event during the Hold Period for future League Seasons (i.e., after the 2023 League Season) prior to Licensor’s receipt of the Option Notice, then Licensor shall provide Licensee with written notice of such event (subject to Licensor’s confidentiality obligations) and the applicable date and unless Licensee delivers the Option Notice within the later of 3 business days and the first day Licensee is permitted to deliver the Option Notice, Licensor shall have the right to commit use of the Stadium to such major event which shall constitute a Pre-Existing Event; provided that no more than two weekends in each of the 2024 League Season and 2025 League Season may be added as Pre-Existing Events and such weekends may not be back-to-back unless it pertains to a single event spanning two weekends and the only impacted USFL game weekends are within weeks 3 through 8 of the USFL regular season.

To the extent the Parties agree to host a Game during either or both the Bluff City Fair or Good Life Festival, the Parties agree to negotiate in good faith and agree to enter into an amendment hereto solely with respect to each Party’s rights and obligations related to parking with respect to such Game, including reasonable

updates to parking allocation and parking revenue share as acceptable and agreeable in light of the additional Pre-Existing Event.

**B. Scheduling Permitted Practice Use.**

During the 2023 League Season, the parties hereby agree that Licensee shall have the non-exclusive right to use the following areas of the Stadium on the Practice Days (as defined below): Rex Dockery Field at Simmons Bank Liberty Stadium the home and visiting locker rooms of the Stadium, and the Tan and Silver Parking Lots at the Stadium (collectively, the "Initial Practice Areas") for the purpose of hosting Team practices from, with respect to the first League Season, from March 20, 2023 through July 7, 2023 (such approximate period spanning training camp through the Championship Game during a given League Season, the "Practice Term") provided, however, use of the field and locker rooms shall be exclusive during the practice times during the Practice Days.

During the 2024 League Season and the 2025 League Season, if applicable, Licensee shall have the non-exclusive right to use either, at Licensor's election (as Licensor may be directed by the City of Memphis either in conjunction with the Option or based on a separate agreement(s) as may have been entered into between Licensee and the City of Memphis with respect to New Practice Areas), (i) the Initial Practice Areas, or (ii) an alternative practice field, locker rooms at Liberty Park that is equivalent to the Initial Practice Areas (the "New Practice Areas" and together with the Initial Practice Areas, the "Practice Areas"), for the purpose of hosting Team practices during the Practice Term in 2024 and 2025; provided, however, use of the field and locker rooms shall be exclusive during the practice times during the Practice Days. The Parties shall cooperate with the City of Memphis in negotiating separate agreements as required to effectuate such grant to Licensee of the New Practice Areas (if applicable).

For avoidance of doubt, Licensee shall pay the applicable Per-Use Fee associated with each month reserved to Licensee during the Practice Term, prorated as necessary for any partial months, with, if applicable, any Per-Use Fee to the extent a New Practice Area is developed for the 2024 and 2025 Practice Terms to be negotiated between Licensee and the City of Memphis separately. The particular dates on which Licensee may hold Team practices during the Practice Term (each a "Practice Day", collectively, the "Practice Days") shall be determined in accordance with the following process:

Unless otherwise negotiated in connection with New Practice Areas by the City of Memphis in connection with the 2024 and 2025 Practice Terms, Licensee shall have first priority for exclusive use of the Practice Areas during the Practice Term for Permitted Practice Use(s) subject only to any Pre-Existing Events.

By no later than December 1 prior to each League Season, Licensee shall provide Licensor with a detailed, anticipated schedule of Practice Days, which schedule shall include dates, times and areas of the Practice Areas used. By no later than 5:00p.m. on each Wednesday during a Practice Term, Licensee shall provide Licensor with a final, detailed schedule of Practice Days for the following week, which schedule shall include dates, times and areas of the Practice Areas used.

In connection with each Practice Day, Licensor shall provide the items set forth on **Schedule IV**, attached hereto.

In addition to the foregoing, during the League Season, Licensee shall have right to use the Stadium and Practice Areas for additional Permitted Practice Uses, including, walk-throughs, League-related meetings, and/or media access for Team functions, subject in each instance to Licensor's prior approval, not to be unreasonably withheld (the parties acknowledge that it shall not be unreasonable for Licensor to withhold approval if given less than 5 business days prior notice).

In addition to the foregoing, during the League Season, Licensee shall have the exclusive right to use the Pipkin Building for business and team operations from March 1, 2023 through the end of the 2023 League Season. The schedule and dates for set-up and break-down of equipment and materials in the Pipkin Building shall be requested by the Licensee and approved by the Licensor in advance. During the 2024 League Season and the 2025 League Season, if applicable, Licensee shall have the exclusive right to use either, at Licensor's election (in coordination with the City of Memphis), (i) the Pipkin Building, (ii) the Creative Arts Building, or (iii) an alternative location at Liberty Park, in each case that is suitable for League's football and business operations in Memphis (e.g., team meeting rooms, weight room, storage, office space, commissary) that is equivalent to the Pipkin Building as used for the 2023 League Season, subject to negotiation with the City of Memphis in respect of separate agreements required to effectuate such grant to Licensee of such facilities.

#### C. Scheduling Procedures.

Subject to the provisions of Section A, Licensor shall hold the Stadium for each Friday, Saturday, Sunday and Monday occurring in each League Season for potential Games (referred to in respect of each League Season, as the "Hold Period"). By no later than January 1, 2023, (or January 1, 2024, or January 1, 2025, as applicable if the Option is exercised and approved) Licensee shall submit to Licensor a proposed list of Game dates and times for the upcoming League Season and agrees that no fewer than 5 Games shall be proposed. Such proposed list shall be subject to Licensor's approval, which approval shall only be withheld in accordance with Section A above. Thereafter, all dates during the Hold Period, that are not proposed by Licensee and approved by Licensor (except for each Monday following a scheduled Game) shall be immediately released and Licensor shall be permitted to, among other things, license the use of the Stadium to third parties on such dates for any purpose; provided that Mondays shall not be released during League Seasons in which the Stadium is used for practice. Licensee shall notify Licensor whether a given Game will be a Half Stadium Game or Full Stadium Game at least 30 days prior to such Game. Notwithstanding the foregoing, to the extent Licensor has the opportunity to book events (i.e., concerts, festivals, etc.) at the Stadium during the Hold Period, either before or after submission by Licensee of its proposed Games, the parties will work in good faith to accommodate such events subject to Licensee's needs and, specifically, Licensee shall respond within 3 business days following a request to book such an event despite the Hold Period with its approval or specific grounds for disapproving the date of the applicable event (which shall be limited to Licensee's good faith belief that, after due diligence, such a date may be *required* as a Game day during the applicable League Season) and with such approval not to be unreasonably withheld or delayed. If Licensee fails to respond within such time period, the Licensor shall be permitted to book the requested event during the Hold Period.

#### D. Postponement Procedures

For avoidance of doubt, in the event that a Game is postponed later in the weekend or to the Monday immediately following the initially scheduled Game day, such postponed Game shall be subject to (i) previously booked events at the Stadium, and (ii) the terms of this Agreement including the deliverables of

both Parties, to the extent such deliverables are reasonably available during such postponed time frame, with all incremental costs associated with such postponement (*e.g.*, additional staffing requests, etc.) to be borne by Licensee. Licensor shall provide Licensee with advance notice of all anticipated incremental costs and shall good faith efforts to mitigate such costs, where possible and practical in connection with Stadium operations.

E. Construction Impacts

Subject to the final sentence of this Section, there shall be no construction at the Stadium that will impact the 2023 League Season, including practice and Licensee's preparation for the 2023 League Season. With respect to the 2024 league Season and 2025 League Season, prior to November 1 immediately preceding the applicable League Season, Licensor will provide reasonable notice of all construction, if any, that may materially impact the Permitted Areas in such League Season and the Per-Use Fees may be reduced to reflect the change in value of the Stadium to Licensee, such change in value to be mutually agreed by the Parties in good faith; provided that if such impact is such that the Stadium is unsuitable for a first class football league then Licensee shall have the right to terminate the Agreement prior to such League Season with no further liability or termination fee. Nothing herein shall prevent Licensor from conducting ongoing maintenance and repairs, including reasonable construction associated therewith, to address.



**SCHEDULE II**  
**Items Provided by Licensee**

1. Two teams of men’s professional football players, in conformity with League rules and regulations;
2. All on field equipment according to Licensee’s need for the Games;
3. Equipment and uniforms for the players;
4. Coaches and any assistant coaches;
5. Trainers and specialized medical personnel (such as doctors) for the players other than as set forth in Schedule III;
6. Referees and any other necessary officials for the Games;
7. Timekeepers, scorekeepers, game clock operators, public address announcer, ball boy/girl and all other game day personnel according to Licensee’s needs for the Games other than as set forth in Schedule III, and all equipment required by such personnel other than as customarily provided by the host facility (e.g., the game clocks, public address system);
8. Travel expenses for the players, coaches and referees, as agreed with the players, coaches and referees;
9. All Team personnel, including staff and front office personnel, according to Licensee’s needs;
10. Creative consulting with respect to the presentation of the Games and staff to carry out such presentation, including pre-Game and intermission activities;
11. Marketing services to promote the Games and ticket sales for the Games, as more fully described in Section 5 of the Agreement;
12. Merchandise and novelty items for sale at each of the Games, if any, as more fully described in Section 9.B. of the Agreement;
13. 150 complimentary tickets to each Game located in a desirable section of the Stadium for use by Licensor and its designees;
14. Tickets/passes to Stadium reserved suites (4 mutually agreed upon in East Skyboxes & 2 mutually agreed upon in West Press Box);
15. Music performance licenses for the Games, as more fully described in Section 14.D of the Agreement;
16. Insurance coverage for the Games in accordance with the provisions of Section 15 of the Agreement;
17. Taxes, licenses and inspection charges and other similar fees that may be payable on account of the use or provision of any of the above, including without limitation any property tax that may be assessed on Licensee’s property;
18. Any pyrotechnics used for game presentations, if any, and any staff and equipment required to present them, but only to the extent any pyrotechnics are approved in advance in writing by Licensor;
19. All personnel and staff necessary for any “loading in” and “loading out”;
20. To the extent desired by Licensee, any enhanced security equipment/procedures required above the services provided by Licensor as described herein;

21. Escort services for Team busses, if any, provided by local law enforcement (Licensor shall be reasonably available to assist in coordinating with local law enforcement);
22. All field decoration materials and labor for field painting and field paint removal as required to maintain field quality at Licensor's discretion, and the schedule for paint removal and field painting will be mutually agreed upon. Licensor acknowledges that it is anticipated, but not guaranteed, that paint removal and repainting will not be required between back to back calendar Game weekends;
23. If desired by Licensee, secure local and national television and/or radio broadcasting for the Games or broadcasting of the Games via interactive media and provide all equipment and staff necessary therefor; and
24. Any additional equipment or labor necessary for the playing and presentation of the Games which Licensor is not required to provide pursuant to the terms and conditions of this Agreement.

Licensee acknowledges that Licensor will not provide any services of any local fire safety officials and personnel as required under applicable laws in connection with any Permitted Use, and Licensee shall be solely responsible for securing such services, although Licensee may coordinate directly with the City of Memphis in connection therewith and Licensor shall be reasonably available to assist therewith.

**SCHEDULE III**  
**Items Provided by Licensor**

1. Utilities:
  - (a) All reasonably necessary electricity and other utilities at the Permitted Areas, including the Production Compound, for lighting and other utility services used in conjunction with the Games, including the production and telecast thereof;
  - (b) Cleaning and janitorial service in preparation for, during and after each Game
  - (c) Personnel:
    - i. The services of the following staff and personnel in connection with Games: ushers, ticket-takers/scanners, concessions, security personnel including all standard positions and services, Stadium videoboard production staff (i.e., a director, producer, two A/V techs, 3 camera operators and a couple of utilities) and audio technicians, Game day medical services for Teams including EMTs, radiation technicians and medical observers-, building maintenance staff, Licensor set-up tear down (not to include field coverings/event deck).
    - ii. Game day security screening for Teams and League personnel with existing stadium security personnel. Coordination with local law enforcement for any Licensee-managed escort services and off-site screening services (i.e., bomb sweeps)
    - iii. Box office staffing.
2. Premium Areas:
  - (a) Use of the 250-person capacity Stadium Club and all Licensee Suites (i.e., all suites and boxes except for Suites 201-204 and Boxes 4 and 6).
3. Infrastructure:
  - (a) All existing data, phone & IT infrastructure that is currently available, and any expansion of such services to suit the specific needs of the Licensee as long as those services are mutually beneficial to the overall operation of the Stadium annually and are approved by the Owner as part of any capital improvement;
    - i. Use of Stadium Videoboard and Sound System
4. Parking:
  - (a) Licensor shall adequately staff, or contract with a third party operator to adequately staff, the parking lots at the Stadium. Such staffing shall be sufficient to accommodate a commercially reasonable flow of traffic into and out of the parking lots at a level consistent with what Licensor provides for other events of a similar nature and anticipated attendance to the Games. Complimentary parking will be provided to Licensee in areas determined by Licensor in its reasonable discretion for team buses, officials' vehicles, broadcast partners and game management personnel;
  - (b) Complimentary secure parking adjacent to the Stadium for up to 200 players, coaches, officials and medical staff; and
  - (c) 400 additional complimentary on-site parking spaces for USFL staff, vendors, production staff, etc.

- (d) In furtherance of Section 13.D., Licensor agrees that prior to imposing any parking charges (which for avoidance of doubt shall not be applicable to the complimentary parking described above), and the Parties shall meet with Licensee to discuss in good faith any concerns with respect to parking charges, and take into account any such concerns, including, if applicable, the presentation of a parking charge; provided that, notwithstanding the foregoing, the actual imposition of any such parking charge shall be within Licensor's sole discretion.
5. Security: Licensor shall provide Stadium security pursuant to industry best practices including applicable personnel and equipment for crowd ingress/egress and the staff to operate such equipment and execute such procedures (e.g. wands, metal detectors, staff to conduct pat downs).
  6. Any additional mutually-agreed upon services, other than those set forth above, which Licensee requests to be provided by the Licensor (and Licensee preapproves pricing) and which Licensor is reasonably able to provide; provided, however, that the cost of such services, unless otherwise mutually agreed, shall be an Expense and Licensee shall reimburse Licensor therefor.
  7. Coordination with escort services for Team busses, if any, provided by local law enforcement;
  8. Storage: Adequate storage space for Licensee's customary football and business related operations equipment, merchandise or other goods which will be stored in a secure area within the home locker room (eastern end) and/or other location(s) at the Stadium as mutually agreed to by the Licensee and Licensor.
  9. For avoidance of doubt, Licensor shall not provide, or be responsible to Licensee, for the following, which if requested, shall be considered Expenses hereunder:
    - (a) Labor, equipment rentals, facility use and utilities for spaces and buildings in the Stadium but outside of the Stadium halo footprint and not otherwise provided for herein on Game Days
    - (b) Maintenance or repairs to the synthetic turf surface in the Stadium due to negligent usage by Licensee (Licensee not responsible for normal wear and tear or anything covered by warranty)
    - (c) Pre-approved costs to convert to Licensee's specific needs, including the pre-approved cost to return those spaces back to their original configuration and usage

**SCHEDULE IV**  
**Practice Day Items**

1. On each Practice Day, Licensor shall furnish or arrange to be furnished, at its own expense, the following services:
  - (a) Utilities for the Pipkin Building (or Creative Arts Building or alternate building at Liberty Park, as applicable), and the home and visiting locker rooms of the Stadium;
  - (b) Custodial cleaning (weekday): 2 custodians for 5 days per week for 6 hrs per day;
  - (c) Custodial cleaning (weekend): 2 custodians for non-gameday weekends for 6 hrs per day;
  - (d) Custodial supplies for 6 days per week;
  
2. The cost of any additional services or equipment provided by Licensor in connection with the Practice Areas for any Practice Day (or any other Permitted Practice Use) shall be considered Expenses. Such additional services may include, but are not limited to:
  - (a) Equipment rentals such as office furniture and supplies, additional security devices/fencing, football equipment, lighting towers, generators;
  - (b) Security staffing, including, without limitation, overnight security;
  - (c) Custodial or landscape services above what Licensor has agreed to provide;
  - (d) Catering; and
  - (e) Telecommunications/internet services in excess of what is currently available at the Pipkin Building.

Notwithstanding the foregoing, Licensee shall not be charged for any use reasonably associated with Licensee's use of the Stadium as permitted hereby, of any equipment within the Stadium's existing inventory.

**SCHEDULE V**  
**Licensee Insurance Requirements**

Licensee shall acquire and maintain in full force and effect, at its sole cost and expenses, for the duration of the Agreement the following insurance coverage:

1. Worker's Compensation. Workers' compensation (or similar local scheme) insurance in accordance with the statutory requirements of the state or commonwealth in which the Stadium is located. Such policy will provide coverage in the event any employee of Licensee sustains a compensable accidental injury while on work assignment at the Stadium or in connection with the Games. Such policy will cover any employee, players, performers, and any borrowed, leased, or other person to whom such compensation may be payable by Licensee.
2. Employer's Liability. Employer's Liability Insurance covering bodily injury, death and disease, in the amount of \$1,000,000 each per accident, employee and policy limit with benefits afforded under the laws of the state or commonwealth in which the services are to be performed. Such policy will cover any employee, players, performers, and any borrowed, leased, or other person to whom such compensation may be payable by Licensee.
3. Commercial General Liability. Commercial General Liability insurance written on an occurrence form for all acts and omissions of any employees, agents or players of Licensee, including, but not limited to bodily injury, premises-operations, property damage, products/completed operation, contractual liability, personal and advertising injury, and host liquor liability with limits of at least \$1,000,000 per occurrence, \$2,000,000 in the aggregate. Such insurance shall include blanket contractual liability per the terms and conditions of policy, products and completed operations coverage, fire legal liability coverage and personal & advertising injury coverage.
4. Automobile Liability Insurance. Automobile Liability Insurance, including coverage for the maintenance, operation, and use of owned, leased, hired, and non-owned trucks, automobiles and other vehicles brought to or operated at the Stadium or the surrounding premises, in the minimum amount of \$1,000,000 per accident, \$2,000,000 in the aggregate for personal injury and property damage (including with respect to load-in and load-out).
5. Special Form. Special Form Property Insurance against loss or damage to Licensee's property in the Stadium, in an amount equal to the replacement costs of such property.
6. Umbrella Liability Insurance. Umbrella (or Excess) Liability Insurance on a follow form or at least as broad underlying insurance, at limits no less than \$10,000,000 per occurrence and aggregate in excess of the limits in 2. 3., 4., above.

The insurance required hereunder does not represent that the coverages and limits are adequate to protect Licensee and all policies shall be in such form and contain such provisions as are generally considered standard for the type of insurance involved. The insurance limits required hereunder may be obtained through any combination of primary and excess or umbrella liability insurance. Any coverage that is on a claims-made basis shall be maintained for at least 3 years following the conclusion of the Agreement. The stipulated limits of coverage above shall not be construed as a limitation of any potential liability to any Licensee Party, including without limitation the contractual obligation to indemnify and defend the Licensor Parties, and failure to request evidence of this insurance or failure to review such evidence shall not be construed as a waiver of Licensee's obligation to provide the insurance coverage specified.

**SCHEDULE VI**  
**LICENSOR INSURANCE REQUIREMENTS**

You shall maintain or cause to be maintained for the duration of the business relationship and one (1) year thereafter (except as outlined in sections D, E, & F), insurance that meets or exceeds the types and limits noted below for claims, damages and demands including legal defense costs and fees which may arise from or in connection with the CONTRACT, PREMISES, OPERATIONS, PERFORMANCE OF WORK, PRODUCTS PROVIDED, SERVICES PROVIDED, ("Products"). The insurance limits for sections A, B & C may be met in conjunction with an Umbrella or Excess liability policy.

- A. **Commercial General Liability** insurance with coverage including, without limitation, bodily injury, property damage, personal injury, advertising injury, contractual liability, independent contractors, premises/operations and products/completed operations, care, custody and control and, if alcoholic beverages are to be sold, gifted, distributed or used by in the Stadium, liquor liability, with limits of not less than \$10,000,000 each occurrence and \$10,000,000 in the aggregate;
- B. **Automobile Liability** insurance covering all owned, non-owned and hired vehicles, including Garagekeepers Liability with a combined single limit for bodily injury and property damage of not less than \$10,000,000 per accident.
- C. **Workers' Compensation** insurance covering all personnel employed directly by you or by way of a contract from any payroll service utilized by you in compliance with appropriate federal and state laws, and Employers' Liability Insurance with limits of not less than \$1,000,000 per person and \$1,000,000 per accident or disease in the relevant jurisdiction;
- D. **Cyber Liability** insurance shall include coverage for, without limitation, Network and Information Security liability and Privacy liability for claims or occurrences related to or arising from a data breach, introduction of malicious code, computer virus or worm which leads to theft or unauthorized disclosure or loss of personally identifiable or confidential information. Coverage shall also include for notification costs, credit monitoring, costs to defend claims by state regulators, fines and penalties and losses resulting from identity theft. Limits of liability to be at least \$1,000,000 per occurrence/claim and \$1,000,000 in the aggregate. If the policy is written on a "claims-made" basis, the policy shall be in effect for a period of three (3) years after the contract term.
- E. **Property** insurance covering all your property, including the Complex, or our property whether owned, rented or leased and alterations in, on, or about the Complex and/or as relates to Products. Such insurance shall be on a Special Causes of Loss Form, including terrorism and flood and be full replacement cost coverage, with an agreed amount clause. The proceeds from any such insurance shall be used by you for the replacement of property and the restoration of alterations;
- F. **Commercial Crime/Employee Dishonesty** insurance with coverage, including third-party crime coverage, for Employee Dishonesty and Computer Fraud, with limits of at least \$500,000 limit per occurrence. This policy shall have an endorsement naming USFL League, LLC as loss payee;

**All the above required insurance shall:**

- i. contain an endorsement (blanket acceptable) including USFL League, LLC, its parents, subsidiaries, affiliated companies, officers, directors and employees as Additional Insureds (except for Workers' Compensation);
- ii. contain an endorsement (blanket acceptable) with a Waiver of Subrogation in favor of USFL League, LLC, its parents, subsidiaries, affiliated companies, officers, directors and employees;
- iii. contain an endorsement (blanket acceptable) stating coverage is primary, not contributory, and not in excess of any other valid or collectible insurance carried by USFL League, LLC, its parents, subsidiaries, affiliated companies, officers, directors and employees;
- iv. not include an exclusion for "Cross Liability" or "Severability of Interests";
- v. be placed with companies lawfully authorized to transact business in the jurisdiction the Products are located and a current Best's rating not less than A- VII;
- vi. include coverage for liability and indemnity obligations assumed under this Agreement as an insured contract. The limits of said insurance required by this agreement or as carried by you shall not limit the liability of you nor relieve you of any obligation hereunder;
- vii. include that said Additional Insured have access to the limits required by this agreement, or the full limits of the policies, whichever is greater;
- viii. not be subject to material modifications except after thirty (30) days prior written notice to USFL League, LLC nor be cancelable unless replaced by an insurance policy that meets or exceeds the requirements as specified above;
- ix. have all deductibles and/or SIRs be directly responsible by you;

Certificates of insurance and endorsements shall be submitted via email to [Risk.Management@fox.com](mailto:Risk.Management@fox.com) prior to commencement of the Products. New certificates of insurance shall be provided upon policy renewals.

**Certificate Holder:**

USFL League, LLC, its parents and subsidiaries  
Attn: Risk Management  
P.O. Box 900  
Beverly Hills, CA 90213



## SCHEDULE VII

1. Licensors's Permanent Advertising (with location of signage):

Simmons is granted the following signage pursuant to its binding agreement with Licensor:

***Interior***

- East Skyboxes
- Upper fascia ribbon signage
- Press Box
- Main/South Videoboard
- Auxiliary/North Videoboard
- Inner-Bowl vomitories/portals
- On-field logo
- Wayfinding/directional signage
- Lobby signage
- Welcome signage at all entrance gates
- Guest relations booths

***Exterior***

- East Skyboxes
- Press Box
- South Videoboard
- North Videoboard
- Tiger Lane Entry Gates
- Either side of West Elevator Shaft
- East Elevator Shaft
- Locations as mutually agreed-upon by both parties

Licensor has also affixed a permanent wordmark to the playing surface, called Rex Dockery Field. This is inlaid wordmark on the playing surface shall be granted all of the same protections of other Permanent Advertising in the Stadium.

Concourse Level Permanent Advertising:

Local sponsor or Coca-Cola related promotion only, no exclusivity (outside of the Beverage and Financial Services category) applicable for 2023 League Season.

2. Exclusive Categories (Maximum of 3):

As of the Effective Date, the exclusive categories are the Financial Services and Beverage categories.

Simmons Bank has exclusive in-Stadium signage rights in the Financial Services category. Licensee will not permit its Game telecast partners to virtually/digitally obscure any Simmons Permanent Advertising in their telecast of Games. "Financial Services" shall mean consumer and commercial banking services, mortgage, credit card, wealth management and trust services.

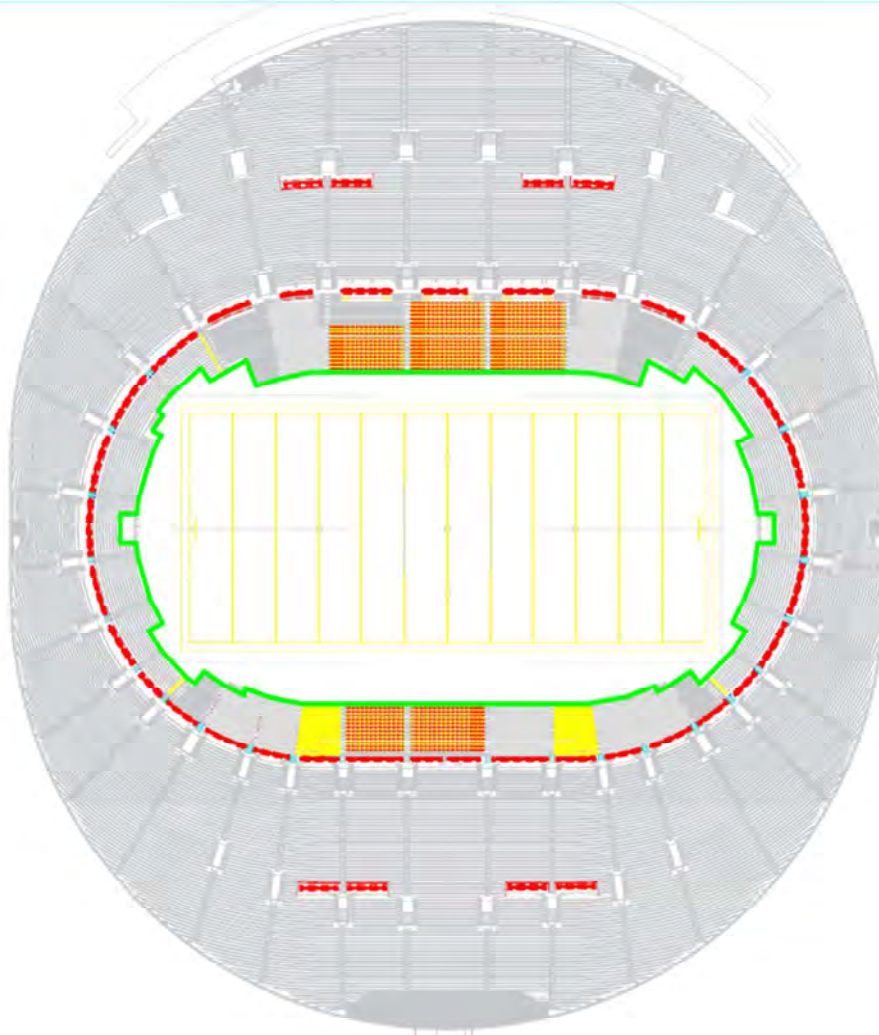
Coca-Cola has exclusive pouring rights in the Stadium for the sale of Beverages to the public as well as in-Stadium signage rights in the Beverage category; provided such exclusivity shall not prevent team/League on-field use of isotonic beverages (e.g., Gatorade), and associated branded dispensers and functional supporting equipment designated specifically for the use of the teams and players (e.g., Gatorade branding on bottles, coolers and Gatorade carts is permissible, but not branded items that could be considered a display for ambush marketing. Licensor reserves the right to determine if an item is in breach of the pouring rights advertising terms). "Beverages" means all non-alcoholic beverages (i.e. anything consumed by drinking), whether or not such beverages (i) contain nutritive, food or dairy ingredients, OR (ii) are in a frozen form. This definition applies without regard to the beverage's labeling or marketing. Powders, syrups, grounds (such as for coffee), herbs (such as for tea), concentrates, K-

Cups®, pods and all other beverage bases from which Beverages can be made are deemed to be included in this definition. For the avoidance of doubt, “flavor enhancers”, “liquid water enhancers”, brands and products of water purification and Beverage making systems (e.g. Brita®, Soda Stream®), and non-alcoholic beverages sold as “shots” or “supplements” are considered Beverages. (Coca-Cola and related brands).

**Field Level Visible**

Spaces within the Stadium Premises that are considered “field level visible” are outlined in green below. From the stadium field walls and across the playing surface, that area is considered “Field Level Visible”.

For purposes of this Agreement “in-bowl” shall be deemed to include all signage space, digital or permanent, that is visible from most Stadium seats but excluding any which are field level visible or any on the Concourse Level which are only incidentally visible to some, but not all, Stadium seats.








# Simmons Bank Liberty Stadium License Agreement USFL

Final Audit Report

2022-11-12

Created:	2022-11-12
By:	Thuy Tran (Thuy.Tran@fox.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAm6M3tN3wis4gPkja8WDAcxnRgTpZeS-7

## "Simmons Bank Liberty Stadium License Agreement USFL" History

-  Document created by Thuy Tran (Thuy.Tran@fox.com)  
2022-11-12 - 2:18:55 AM GMT
-  Document emailed to Christopher Reed (chris.reed@fox.com) for signature  
2022-11-12 - 2:21:34 AM GMT
-  Email viewed by Christopher Reed (chris.reed@fox.com)  
2022-11-12 - 2:23:37 AM GMT
-  Document e-signed by Christopher Reed (chris.reed@fox.com)  
Signature Date: 2022-11-12 - 2:23:59 AM GMT - Time Source: server
-  Agreement completed.  
2022-11-12 - 2:23:59 AM GMT

## FIRST AMENDMENT AGREEMENT

This First Amendment Agreement ("First Amendment") is made and entered into as of May 5, 2023 ("First Amendment Effective Date") by and between **GLOBAL SPECTRUM, L.P. d/b/a OVG360** ("OVG") as agent on behalf of the City of Memphis ("Licensor"), and **USFL LEAGUE, LLC**, a Delaware limited liability company ("Licensee").

### RECITALS

WHEREAS, Licensor and Licensee are parties to a License Agreement dated November 11, 2022 (the "Agreement"); and

WHEREAS, Licensor and Licensee desire to amend the Agreement in accordance with the terms hereof effective as of the First Amendment Effective Date.

NOW, THEREFORE, the parties hereby agree as follows:


1. All capitalized terms used herein and not otherwise defined herein shall have the meanings given to such terms in the Agreement.
2. The following shall be added as a new subsection E. to Section 1 **License Grant**:

E. During each League Season, Licensor shall designate, in its discretion but in reasonable consultation with Licensee, one (1) parking lot or portion thereof at the Facility (the "Overnight Lot"), subject to availability, at which Teams players may leave their vehicles overnight during trips the Teams take for any League 'away' games (each, an "Away Trip"); provided that Licensee shall ensure that (a) the Overnight Lot is secured by a third-party security vendor for 24-hours during any such Away Trip, and (b) any vehicles left on the lot following any Away Trip shall be promptly removed by Licensee, at its sole cost and expense. Solely for the Away Trip over May 6<sup>th</sup> weekend, Licensor shall engage the third-party security vendor and Licensee shall reimburse Licensor for such cost. Licensee shall provide Licensor date(s) and time(s) for any Away Trip at least ten (10) calendar days in advance to allow Licensor adequate time to review and approve any such request and coordinate security coverage with Licensee; provided Licensor acknowledges approval for the Away Trips occurring prior to May 16, 2023. Licensee agrees to indemnify, defend, and hold harmless the Licensor Indemnitees from and against any Losses arising from Licensee's breach of the foregoing obligations or otherwise relating to the players' use of the Overnight Lot or any third-party security vendor engaged by Licensee for an Away Trip.


3. The parties agree that for the first League Season the Overnight Lot shall be in the location set forth on Exhibit A, attached hereto.
4. Except to the extent specifically amended hereby, the terms and conditions of the Agreement, as originally executed, shall remain in full force and effect.

**ACCEPTED AND AGREED** as of the Amendment Effective Date:

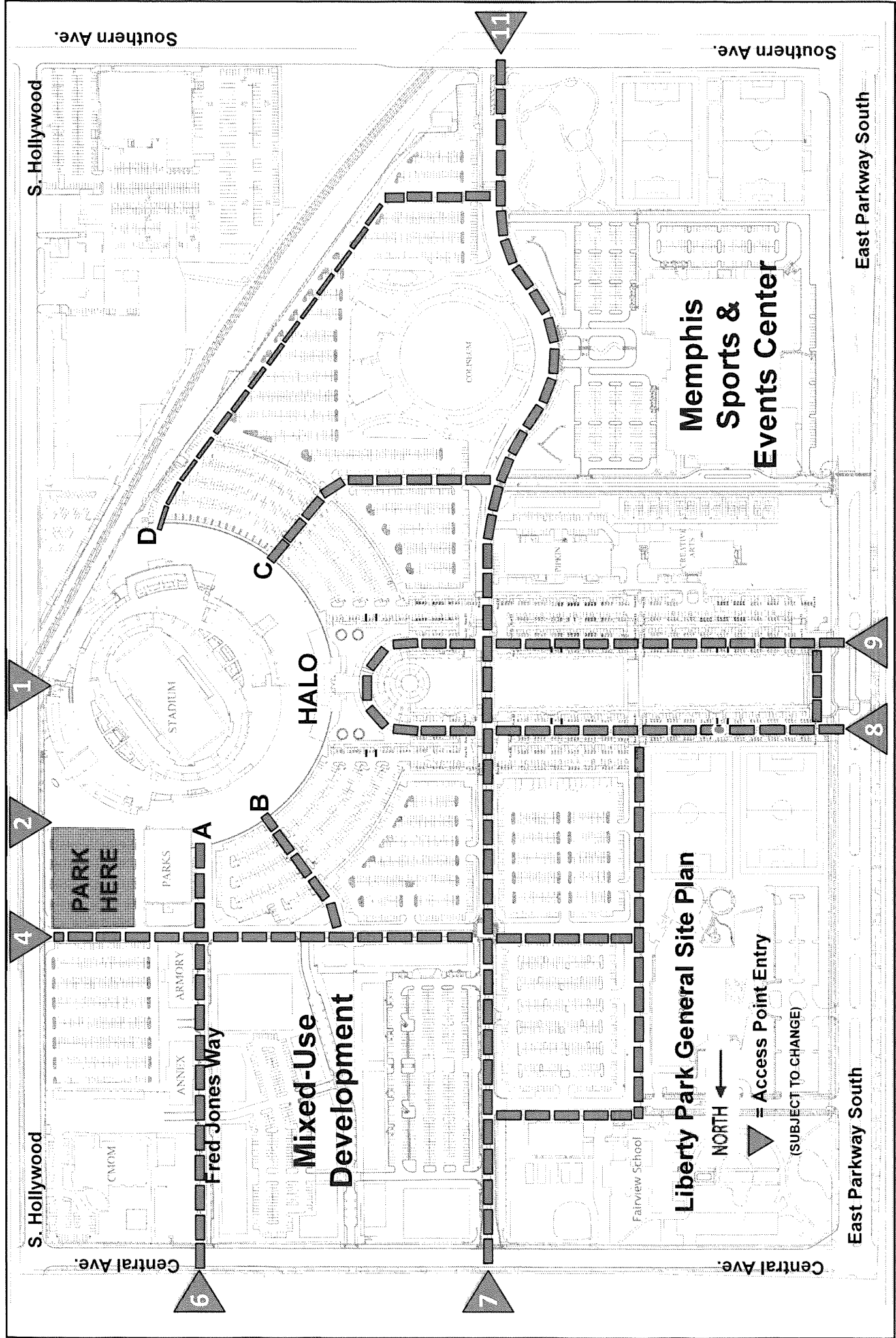
**USFL League, LLC**

By:   
Print Name/Title: Elizabeth Casey/ Assistant Secretary

**Global Spectrum, LP d/b/a OVG360**  
**as agent on behalf of the City of Memphis**

By:   
Thomas Carrier, General Manager

**Exhibit A**  
**Overnight Lot Location**



Southern Ave.

S. Hollywood

Southern Ave.

East Parkway South

**Memphis Sports & Events Center**

**PARK HERE**

PARKS

**HALO**

STADIUM

**Liberty Park General Site Plan**

NORTH

▲ = Access Point Entry  
(SUBJECT TO CHANGE)

East Parkway South

S. Hollywood

Central Ave.

Central Ave.

Fred Jones Way

**Mixed-Use Development**

Fairview School

ANNEX

ARMORY

7

6

1

2

4

A

B

C

D

9

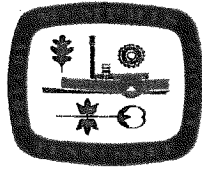
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11



# **PUBLIC WORKS COMMITTEE**





## Memphis City Council Summary Sheet

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

Resolution to transfer and appropriate construction funds in the amount of \$800,000 for repairs of failing drainage line along Tonto near Third Street. Tonto and Third Drainage, Project ST-TBD1. Same night minutes.

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

Public Works, at request of Engineering Division.

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

NA

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

This project impacts Council District 1 and Super District 9.

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

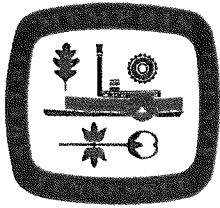
Requires a new contract.

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

Requires an expenditure of funds and budget amendment.

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

NA



# RESOLUTION

This is a resolution to transfer and appropriate construction funds in the amount of \$800,000 to fund repairs of failing drainage line along Tonto near Third Street, leading from the inlets in the street. Tonto and Third Drainage, Project Number ST-TBD1. This project is in Council District 6 and Super District 8. Request same night minutes.

**WHEREAS**, the Council of the City of Memphis approved Drainage – ST Coverline, Project Number ST03205 as part of the Public Works Fiscal Year 2023 Capital Improvement Budget; and

**WHEREAS**, the drainage line leading north from Tonto near Third has failed, causing water to pool in the low spot of the roadway during rain events. Project will replace the failed drainage line leading from the inlets in the street; and

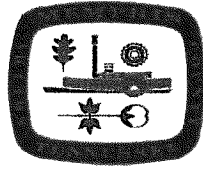
**WHEREAS**, it is necessary to transfer a construction allocation of \$800,000 funded by Storm Water Revenue Bonds in Drainage -ST Coverline, Project Number ST03205 to Tonto and Third Drainage, Project Number ST-TBD1 for the purpose as stated above; and

**WHEREAS**, it is necessary to appropriate the construction amount of \$800,000 funded by Storm Water Revenue Bonds in Tonto and Third Drainage, Project Number ST-TBD1 for the purpose as stated above.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Memphis that the Fiscal Year 2023 Capital Improvement Budget be and is hereby amended by transferring a construction allocation amount of \$800,000 funded by Storm Water Revenue Bonds in Drainage -ST Coverline, Project Number ST03205 to Tonto and Third Drainage, Project Number ST-TBD1 for the purpose as stated above.

**BE IT FURTHER RESOLVED**, that there be and is hereby appropriated the sum of \$800,000 funded by Storm Water Revenue Bonds chargeable to the FY2023 Capital Improvement Budget and credited as follows:

<b>Project Title:</b>	<b>Tonto and Third Drainage</b>
<b>Project Number:</b>	<b>ST-TBD1</b>
<b>Amount:</b>	<b>\$800,000.00</b>



## Memphis City Council Summary Sheet

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

Resolution to transfer and appropriate construction funds in the amount of \$600,000 for installation of regional stormwater detention facility. MBA Detention, Project Number ST-TBD2. Same night minutes.

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

Public Works, at request of Engineering Division.

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

NA

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

This project impacts Council District 7 and Super District 8.

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

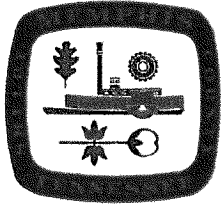
Requires a new contract.

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

Requires an expenditure of funds and budget amendment.

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

NA



# RESOLUTION

This is a resolution to transfer and appropriate construction funds in the amount of \$600,000 for the installation of regional stormwater detention facility near Memphis Business Academy. MBA Detention, Project Number ST-TBD2. This project is in Council District 7 and Super District 8. Request same night minutes.

**WHEREAS**, the Council of the City of Memphis approved Drainage – ST Coverline, Project Number ST03205 as part of the Public Works Fiscal Year 2023 Capital Improvement Budget; and

**WHEREAS**, flooding issues exist along Woodrow Avenue, Frayser Blvd, and near Memphis Business Academy. The project will be constructed on their land along with rerouting of drainage lines to help alleviate flooding within the area; and

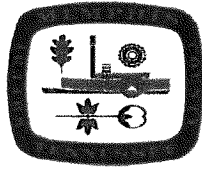
**WHEREAS**, it is necessary to transfer a construction allocation of \$600,000 funded by Storm Water Revenue Bonds in Drainage -ST Coverline, Project Number ST03205 to MBA Detention, Project Number ST-TBD2 for the purpose as stated above; and

**WHEREAS**, it is necessary to appropriate the construction amount of \$600,000 funded by Storm Water Revenue Bonds in MBA Detention, Project Number ST-TBD2 for the purpose as stated above.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Memphis that the Fiscal Year 2023 Capital Improvement Budget be and is hereby amended by transferring a construction allocation amount of \$600,000 funded by Storm Water Revenue Bonds in Drainage -ST Coverline, Project Number ST03205 to MBA Detention, Project Number ST-TBD2 for the purpose as stated above.

**BE IT FURTHER RESOLVED**, that there be and is hereby appropriated the sum of \$600,000 funded by Storm Water Revenue Bonds chargeable to the FY2023 Capital Improvement Budget and credited as follows:

<b>Project Title:</b>	<b>MBA Detention</b>
<b>Project Number:</b>	<b>ST-TBD2</b>
<b>Amount:</b>	<b>\$600,000.00</b>



## Memphis City Council Summary Sheet

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

Resolution to transfer and appropriate construction funds in the amount of \$2,000,000 to fund total replacement of Bartlett Road Bridge over Fletcher Creek.

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

Public Works, at request of Engineering Division.

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

NA

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

This project impacts Council District 1 and Super District 9.

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

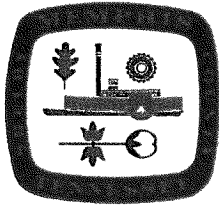
Requires a new contract.

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

Requires an expenditure of funds and budget amendment.

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

NA



# RESOLUTION

This is a resolution to transfer and appropriate construction funds in the amount of \$2,000,000 to fund total replacement of Bartlett Road Bridge over Fletcher Creek. Bartlett Road Bridge, Project Number ST01089. This project is in Council District 1 and Super District 9. Request same night minutes.

**WHEREAS**, the Council of the City of Memphis approved Drainage – ST Coverline, Project Number ST03205 and Bartlett Road Bridge, Project Number ST01089, as part of the Public Works Fiscal Year 2023 Capital Improvement Budget; and

**WHEREAS**, the bridge is prone to scour and has been rated poor by TDOT. Project will replace the bridge as well as add scour protection along Fletcher Creek; and

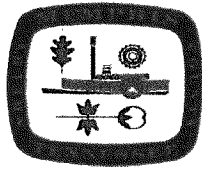
**WHEREAS**, it is necessary to transfer a construction allocation of \$2,000,000 funded by Storm Water Revenue Bonds in Drainage -ST Coverline, Project Number ST03205 to Bartlett Road Bridge, Project Number ST01089 for the purpose as stated above; and

**WHEREAS**, it is necessary to appropriate the construction amount of \$2,000,000 funded by Storm Water Revenue Bonds in Bartlett Road Bridge, Project Number ST01089 for the purpose as stated above.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Memphis that the Fiscal Year 2023 Capital Improvement Budget be and is hereby amended by transferring a construction allocation amount of \$2,000,000 funded by Storm Water Revenue Bonds in Drainage -ST Coverline, Project Number ST03205 to Bartlett Road Bridge, Project Number ST01089 for the purpose as stated above.

**BE IT FURTHER RESOLVED**, that there be and is hereby appropriated the sum of \$2,000,000 funded by Storm Water Revenue Bonds chargeable to the FY2023 Capital Improvement Budget and credited as follows:

<b>Project Title:</b>	<b>Bartlett Road Bridge</b>
<b>Project Number:</b>	<b>ST01089</b>
<b>Amount:</b>	<b>\$2,000,000.00</b>



## Memphis City Council Summary Sheet

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

This is a resolution to transfer and appropriate construction funds in the amount of \$1,000,000 to fund drainage repairs and minor improvements that are out of the capabilities of our in-house Drain Maintenance Department.

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

Public Works, at request of Engineering Division.

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

NA

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

This project impacts all Council Districts and Super Districts.

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

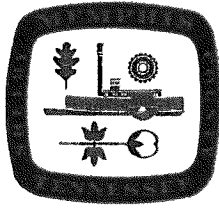
Requires a new contract.

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

Requires an expenditure of funds and budget amendment.

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

NA



# RESOLUTION

This is a resolution to transfer and appropriate construction funds in the amount of \$1,000,000 to fund drainage repairs and minor improvements that are out of the capabilities of our in-house Drain Maintenance Department. City-Wide Drain Rehab FY20-21, Project Number ST02009. This project is in All Council Districts. Request same night minutes.

**WHEREAS**, the Council of the City of Memphis approved Drainage – ST Coverline, Project Number ST03205 and City-Wide Drain Rehab FY20-21, Project Number ST02009, as part of the Public Works Fiscal Year 2023 Capital Improvement Budget; and

**WHEREAS**, these funds will be used to fund drainage repairs and minor improvements that are out of the capabilities of our in-house Drain Maintenance Department; and

**WHEREAS**, it is necessary to transfer a construction allocation of \$1,000,000 funded by Storm Water Revenue Bonds in Drainage -ST Coverline, Project Number ST03205 to City-Wide Drain Rehab FY20-21, Project Number ST02009 for the purpose as stated above; and

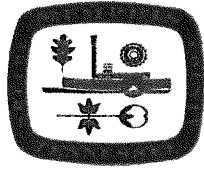
**WHEREAS**, it is necessary to appropriate the construction amount of \$1,000,000 funded by Storm Water Revenue Bonds in City-Wide Drain Rehab FY20-21, Project Number ST02009 for the purpose as stated above.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Memphis that the Fiscal Year 2023 Capital Improvement Budget be and is hereby amended by transferring a construction allocation amount of \$1,000,000 funded by Storm Water Revenue Bonds in Drainage -ST Coverline, Project Number ST03205 to City-Wide Drain Rehab FY20-21, Project Number ST02009 for the purpose as stated above.

**BE IT FURTHER RESOLVED**, that there be and is hereby appropriated the sum of \$1,000,000 funded by Storm Water Revenue Bonds chargeable to the FY2023 Capital Improvement Budget and credited as follows:

<b>Project Title:</b>	<b>City-Wide Drain Rehab FY20-21</b>
<b>Project Number:</b>	<b>ST02009</b>
<b>Amount:</b>	<b>\$1,000,000.00</b>





## Memphis City Council Summary Sheet

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

Resolution to transfer and appropriate construction funds in the amount of \$350,000 to fund flooding issues in the area by upsizing a drainage line running along Buxton Avenue as well as rerouting of pipes.

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

Public Works, at request of Engineering Division.

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

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

This project impacts Council District 3 and Super District 8.

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

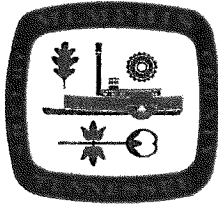
Requires a new contract.

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

Requires an expenditure of funds and budget amendment.

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

NA



# RESOLUTION

This is a resolution to transfer and appropriate construction funds in the amount of \$350,000 to fund flooding issues in the area by upsizing a drainage line running along Buxton Avenue as well as rerouting of pipes. Santa Clara Drainage, Project Number ST02011. This project is in Council District 3 and Super District 8. Request same night minutes.

**WHEREAS**, the Council of the City of Memphis approved Drainage – ST Coverline, Project Number ST03205 and Santa Clara Drainage, Project Number ST02011, as part of the Public Works Fiscal Year 2023 Capital Improvement Budget; and

**WHEREAS**, these funds will be used to fund flooding issues in the area by upsizing a drainage line running along Buxton Avenue as well as rerouting of pipes; and

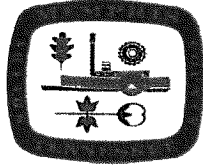
**WHEREAS**, it is necessary to transfer a construction allocation of \$350,000 funded by Storm Water Revenue Bonds in Drainage -ST Coverline, Project Number ST03205 to Santa Clara Drainage, Project Number ST02011 for the purpose as stated above; and

**WHEREAS**, it is necessary to appropriate the construction amount of \$350,000 funded by Storm Water Revenue Bonds in Santa Clara Drainage, Project Number ST02011 for the purpose as stated above.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Memphis that the Fiscal Year 2023 Capital Improvement Budget be and is hereby amended by transferring a construction allocation amount of \$350,000 funded by Storm Water Revenue Bonds in Drainage -ST Coverline, Project Number ST03205 to Santa Clara Drainage, Project Number ST02011 for the purpose as stated above.

**BE IT FURTHER RESOLVED**, that there be and is hereby appropriated the sum of \$350,000 funded by Storm Water Revenue Bonds chargeable to the FY2023 Capital Improvement Budget and credited as follows:

<b>Project Title:</b>	<b>Santa Clara Drainage</b>
<b>Project Number:</b>	<b>ST02011</b>
<b>Amount:</b>	<b>\$350,000.00</b>



## Memphis City Council Summary Sheet

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

Resolution to transfer and appropriate construction funds in the amount of \$2,500,000 to fund relocation and abandonment of existing drainage line under the fire station near Washington and Danny Thomas.

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

Public Works, at request of Engineering Division.

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

NA

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

This project impacts Council District 6 and Super District 8.

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

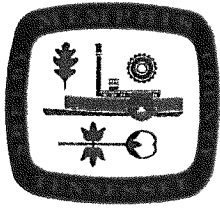
Requires a new contract.

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

Requires an expenditure of funds and budget amendment.

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

NA



# RESOLUTION

This is a resolution to transfer and appropriate construction funds in the amount of \$2,500,000 to fund relocation and abandonment of existing drainage line under the fire station near Washington and Danny Thomas. Fire S&L Building - Drainage, Project Number ST02019. This project is in Council District 6 and Super District 8. Request same night minutes.

**WHEREAS**, the Council of the City of Memphis approved Drainage – ST Coverline, Project Number ST03205 and Fire S&L Building - Drainage, Project Number ST02019, as part of the Public Works Fiscal Year 2023 Capital Improvement Budget; and

**WHEREAS**, these funds will be used with a grant from the Tennessee Emergency Management Agency (TEMA). The pipe is over 100 years old and in poor condition. The pipe also runs under the fire station building and will be relocated as part of this project; and

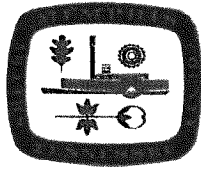
**WHEREAS**, it is necessary to transfer a construction allocation of \$2,500,000 funded by Storm Water Revenue Bonds in Drainage -ST Coverline, Project Number ST03205 to Fire S&L Building - Drainage, Project Number ST02019 for the purpose as stated above; and

**WHEREAS**, it is necessary to appropriate the construction amount of \$2,500,000 funded by Storm Water Revenue Bonds in Fire S&L Building - Drainage, Project Number ST02019 for the purpose as stated above.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Memphis that the Fiscal Year 2023 Capital Improvement Budget be and is hereby amended by transferring a construction allocation amount of \$2,500,000 funded by Storm Water Revenue Bonds in Drainage -ST Coverline, Project Number ST03205 to Fire S&L Building - Drainage, Project Number ST02019 for the purpose as stated above.

**BE IT FURTHER RESOLVED**, that there be and is hereby appropriated the sum of \$2,500,000 funded by Storm Water Revenue Bonds chargeable to the FY2023 Capital Improvement Budget and credited as follows:

<b>Project Title:</b>	<b>Fire S&amp;L Building - Drainage</b>
<b>Project Number:</b>	<b>ST02019</b>
<b>Amount:</b>	<b>\$2,500,000.00</b>



## Memphis City Council Summary Sheet

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

Resolution to transfer and appropriate construction funds in the amount of \$1,092,860 to fund the failing drainage system leading from Peebles Road west of Third Street.

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

Public Works, at request of Engineering Division.

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

NA

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

This project impacts Council District 6 and Super District 8.

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

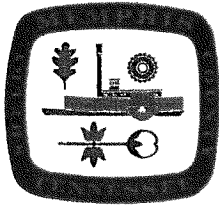
Requires a new contract.

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

Requires an expenditure of funds and budget amendment.

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

NA



# RESOLUTION

This is a resolution to transfer and appropriate construction funds in the amount of \$1,092,860 to fund the failing drainage system leading from Peebles Road west of Third Street. Drainage – Third & Peebles, Project Number ST02020. This project is in Council District 6 and Super District 8. Request same night minutes.

**WHEREAS**, the Council of the City of Memphis approved Drainage – ST Coverline, Project Number ST03205 and Drainage – Third & Peebles, Project Number ST02020, as part of the Public Works Fiscal Year 2023 Capital Improvement Budget; and

**WHEREAS**, these funds will be used to fund the failing drainage system leading from Peebles Road west of Third Street; and

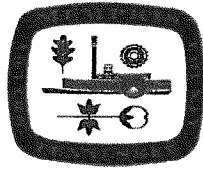
**WHEREAS**, it is necessary to transfer a construction allocation of \$1,092,860 funded by Storm Water Revenue Bonds in Drainage -ST Coverline, Project Number ST03205 to Drainage – Third & Peebles, Project Number ST02020 for the purpose as stated above; and

**WHEREAS**, it is necessary to appropriate the construction amount of \$1,092,860 funded by Storm Water Revenue Bonds in Drainage – Third & Peebles, Project Number ST02020 for the purpose as stated above.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Memphis that the Fiscal Year 2023 Capital Improvement Budget be and is hereby amended by transferring a construction allocation amount of \$1,092,860 funded by Storm Water Revenue Bonds in Drainage -ST Coverline, Project Number ST03205 to Drainage – Third & Peebles, Project Number ST02020 for the purpose as stated above.

**BE IT FURTHER RESOLVED**, that there be and is hereby appropriated the sum of \$1,092,860 funded by Storm Water Revenue Bonds chargeable to the FY2023 Capital Improvement Budget and credited as follows:

<b>Project Title:</b>	<b>Drainage – Third &amp; Peebles</b>
<b>Project Number:</b>	<b>ST02020</b>
<b>Amount:</b>	<b>\$1,092,860.00</b>



## Memphis City Council Summary Sheet

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

Resolution to transfer and appropriate construction funds in the amount of \$337,000 for installation of green infrastructure and stormwater improvements associated with the Accelerate Memphis Project. Same night minutes.

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

Public Works, at request of Engineering Division.

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

NA

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

This project impacts Council District 4, 6 and Super District 8.

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

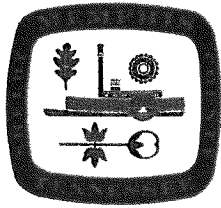
Requires a new contract.

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

Requires an expenditure of funds and budget amendment.

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

NA



# RESOLUTION

This is a resolution to transfer and appropriate construction funds in the amount of \$337,000 to fund installation of green infrastructure and stormwater improvements associated with the Accelerate Memphis project located on McLemore near Stax. Accelerate Memphis: McLemore ST, Project Number ST03230. This project is in Council Districts 4, 6 and Super District 8. Request same night minutes.

**WHEREAS**, the Council of the City of Memphis approved Drainage – ST Coverline, Project Number ST03205 as part of the Public Works Fiscal Year 2023 Capital Improvement Budget; and

**WHEREAS**, modifications of the street will be performed near this area, and as part of it the existing stormwater infrastructure will be modified. This will include a mix of grey infrastructure (pipes, inlets, etc) as well as green infrastructure (bioswales); and

**WHEREAS**, it is necessary to transfer a construction allocation of \$337,000 funded by Storm Water Revenue Bonds in Drainage -ST Coverline, Project Number ST03205 to Accelerate Memphis: McLemore ST, Project Number ST03230 for the purpose as stated above; and

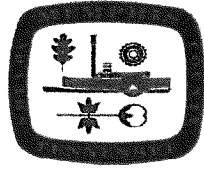
**WHEREAS**, it is necessary to appropriate the construction amount of \$337,000 funded by Storm Water Revenue Bonds in Accelerate Memphis: McLemore ST, Project Number ST03230 for the purpose as stated above.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Memphis that the Fiscal Year 2023 Capital Improvement Budget be and is hereby amended by transferring a construction allocation amount of \$337,000 funded by Storm Water Revenue Bonds in Drainage -ST Coverline, Project Number ST03205 to Accelerate Memphis: McLemore ST, Project Number ST03230 for the purpose as stated above.

**BE IT FURTHER RESOLVED**, that there be and is hereby appropriated the sum of \$337,000 funded by Storm Water Revenue Bonds chargeable to the FY2023 Capital Improvement Budget and credited as follows:

<b>Project Title:</b>	<b>Accelerate Memphis: McLemore ST</b>
<b>Project Number:</b>	<b>ST03230</b>
<b>Amount:</b>	<b>\$337,000.00</b>





## Memphis City Council Summary Sheet

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

Resolution to transfer, appropriate construction funds in the amount of \$2,000,000 to fund on-call drainage repairs throughout the city. Citywide ST Infrastructure Rehab FY24-26, Proj #ST03231. Same night minutes.

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

Public Works, at request of Engineering Division.

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

NA

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

This project impacts All Council Districts.

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

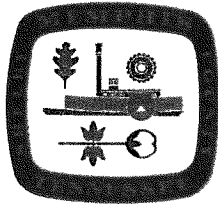
Current contract with Ferrell Paving (#36000) approved February FY2019 and revised August FY2022.

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

Requires an expenditure of funds and budget amendment.

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

NA



# RESOLUTION

This is a resolution to transfer and appropriate construction funds in the amount of \$2,000,000 to fund on-call drainage repairs throughout the city as needed. Citywide ST Infrastructure Rehab FY24-26, Project Number ST03231. This project is in All Council Districts. Request same night minutes.

**WHEREAS**, the Council of the City of Memphis approved Drainage – ST Coverline, Project Number ST03205 as part of the Public Works Fiscal Year 2023 Capital Improvement Budget; and

**WHEREAS**, there is currently a contract with Ferrell Paving. Contract #36000 initially approved February FY2019 for Citywide ST Infrastructure Rehab FY20-21. Revision approved August FY2022. This contract consist of drainage repairs and minor improvements that are out of the capabilities of Public Works in-house Drain Maintenance Department; and

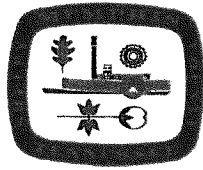
**WHEREAS**, it is necessary to transfer a construction allocation of \$2,000,000 funded by Storm Water Revenue Bonds in Drainage -ST Coverline, Project Number ST03205 to Citywide ST Infrastructure Rehab FY24-26, Project Number ST03231 for the purpose as stated above; and

**WHEREAS**, it is necessary to appropriate the construction amount of \$2,000,000 funded by Storm Water Revenue Bonds in Citywide ST Infrastructure Rehab FY24-26, Project Number ST03231 for the purpose as stated above.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Memphis that the Fiscal Year 2023 Capital Improvement Budget be and is hereby amended by transferring a construction allocation amount of \$2,000,000 funded by Storm Water Revenue Bonds in Drainage -ST Coverline, Project Number ST03205 to Citywide ST Infrastructure Rehab FY24-26, Project Number ST03231 for the purpose as stated above.

**BE IT FURTHER RESOLVED**, that there be and is hereby appropriated the sum of \$2,000,000 funded by Storm Water Revenue Bonds chargeable to the FY2023 Capital Improvement Budget and credited as follows:

<b>Project Title:</b>	<b>Citywide ST Infrastructure Rehab FY24-26</b>
<b>Project Number:</b>	<b>ST03231</b>
<b>Amount:</b>	<b>\$2,000,000.00</b>



## Memphis City Council Summary Sheet

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

Resolution to transfer and appropriate construction funds in the amount of \$1,700,000 to modify the stormwater infrastructure portion of the MATA Innovation Corridor Bus Rapid Transit (BRT). Same night minutes.

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

Public Works, at request of Engineering Division.

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

NA

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

This project impacts Council District 4, 5, 6, 7 and Super District 8, 9.

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

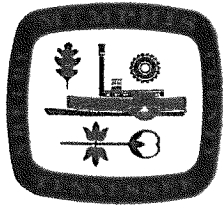
Requires a new contract.

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

Requires an expenditure of funds and budget amendment.

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

NA



# RESOLUTION

This is a resolution to transfer and appropriate construction funds in the amount of \$1,700,000 to modify the stormwater infrastructure portion of the MATA Innovation Corridor Bus Rapid Transit (BRT) in conjunction with the construction of this project. MATA BRT-Stormwater, Project Number ST03232. This project is in Council Districts 4, 5, 6, 7 and Super Districts 8, 9. Request same night minutes.

**WHEREAS**, the Council of the City of Memphis approved Drainage – ST Coverline, Project Number ST03205 as part of the Public Works Fiscal Year 2023 Capital Improvement Budget; and

**WHEREAS**, portions of the stormwater system will need to be modified in conjunction with the construction of this project. The funds will be utilized to modify curb/gutter, install bump-outs, relocate inlets and install green infrastructure within portions of the corridor; and

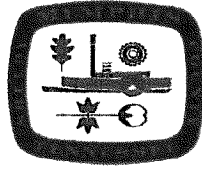
**WHEREAS**, it is necessary to transfer a construction allocation of \$1,700,000 funded by Storm Water Revenue Bonds in Drainage -ST Coverline, Project Number ST03205 to MATA BRT-Stormwater, Project Number ST03232 for the purpose as stated above; and

**WHEREAS**, it is necessary to appropriate the construction amount of \$1,700,000 funded by Storm Water Revenue Bonds in MATA BRT-Stormwater, Project Number ST03232 for the purpose as stated above.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Memphis that the Fiscal Year 2023 Capital Improvement Budget be and is hereby amended by transferring a construction allocation amount of \$1,700,000 funded by Storm Water Revenue Bonds in Drainage -ST Coverline, Project Number ST03205 to MATA BRT-Stormwater, Project Number ST03232 for the purpose as stated above.

**BE IT FURTHER RESOLVED**, that there be and is hereby appropriated the sum of \$1,700,000 funded by Storm Water Revenue Bonds chargeable to the FY2023 Capital Improvement Budget and credited as follows:

<b>Project Title:</b>	<b>MATA BRT-Stormwater</b>
<b>Project Number:</b>	<b>ST03232</b>
<b>Amount:</b>	<b>\$1,700,000.00</b>



## Memphis City Council Summary Sheet

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

Resolution to transfer and appropriate construction funds in the amount of \$1,450,000 to fund the installation of pipes along South Germantown Road to help alleviate the possibility of errant vehicles from entering the ditch.

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

Public Works, at request of Engineering Division.

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

NA

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

This project impacts Council District 2 and Super District 9.

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

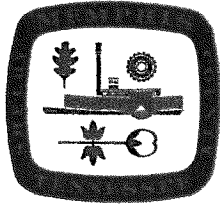
Requires a new contract.

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

Requires an expenditure of funds and budget amendment.

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

NA



# RESOLUTION

This is a resolution to transfer and appropriate construction funds in the amount of \$1,450,000 to fund the installation of pipes along South Germantown Road to help alleviate the possibility of errant vehicles from entering the ditch. South Germantown Rd Drain Improvement, Project Number ST03227. This project is in Council District 2 and Super District 9. Request same night minutes.

**WHEREAS**, the Council of the City of Memphis approved Drainage – ST Coverline, Project Number ST03205 and So GTown Rd Drain Imprv, Project Number ST03227, as part of the Public Works Fiscal Year 2023 Capital Improvement Budget; and

**WHEREAS**, these funds will be used to fund the installation of pipes along South Germantown Road to help alleviate the possibility of errant vehicles from entering the ditch; and

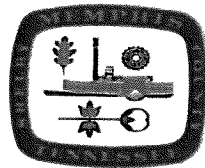
**WHEREAS**, it is necessary to transfer a construction allocation of \$1,450,000 funded by Storm Water Revenue Bonds in Drainage -ST Coverline, Project Number ST03205 to So GTown Rd Drain Imprv, Project Number ST03227 for the purpose as stated above; and

**WHEREAS**, it is necessary to appropriate the construction amount of \$1,450,000 funded by Storm Water Revenue Bonds in So GTown Rd Drain Imprv, Project Number ST03227 for the purpose as stated above.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Memphis that the Fiscal Year 2023 Capital Improvement Budget be and is hereby amended by transferring a construction allocation amount of \$1,450,000 funded by Storm Water Revenue Bonds in Drainage -ST Coverline, Project Number ST03205 to So GTown Rd Drain Imprv, Project Number ST03227 for the purpose as stated above.

**BE IT FURTHER RESOLVED**, that there be and is hereby appropriated the sum of \$1,450,000 funded by Storm Water Revenue Bonds chargeable to the FY2023 Capital Improvement Budget and credited as follows:

<b>Project Title:</b>	<b>So GTown Rd Drain Imprv</b>
<b>Project Number:</b>	<b>ST03227</b>
<b>Amount:</b>	<b>\$1,450,000.00</b>



## Memphis City Council Summary Sheet

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

Resolution to transfer and appropriate construction funds to CIPP 18", 36" and 60" in Two Areas, Project Number SW23201 for rehabilitation of deteriorated sewer lines using cured-in-place pipe technology. Request same night minute

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

Public Works

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

This resolution does not change any existing ordinance or resolution.

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

Work sites are located in Council Districts 6 and 7 and in Super District 8.

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

The request requires a new construction contract.

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

Yes, this requires an expenditure of funds.

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

The MBE goal is 2% and the WBE goal is 0%. The MBE goal will be met by W&T Contracting Corporation.



# RESOLUTION

This is a resolution to transfer and appropriate construction funds to CIPP 18", 36" and 60" in Two Areas, Project Number SW23201 for rehabilitation of deteriorated sewer lines using cured-in-place pipe technology. Council Districts 6, 7 and Super District 8. Request same night minutes.

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

**WHEREAS**, a bid was received on May 24, 2023, for rehabilitation of deteriorated sewer lines with the lowest complying bid at \$7,318,929.00 submitted by Insituform Technologies, LLC as the Contractor; and

**WHEREAS**, it is necessary to transfer a construction allocation of \$8,782,715.00 funded by Capital Pay Go-Sewer in FY'23 Rehab Existing Coverline, Project Number SW23200, to CIPP 18", 36" and 60" in Two Areas, Project Number SW23201; and

**WHEREAS**, it is necessary to appropriate \$8,782,715.00 funded by Capital Pay Go-Sewer in CIPP 18", 36" and 60" in Two Areas, Project Number SW23201, for rehabilitation of deteriorated sewer lines as follows.

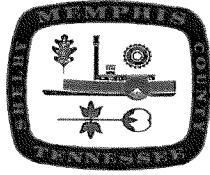
<b>Contract Amount</b>	<b>\$7,318,929.00</b>
<b>Project Contingencies (20%)</b>	<b><u>\$1,463,786.00</u></b>
<b>Total Amount</b>	<b>\$8,782,715.00</b>

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Memphis that the Fiscal Year 2023 Capital Improvement Budget be and is hereby amended by transferring a construction allocation of \$8,782,715.00 funded by Capital Pay Go-Sewer in FY'23 Rehab Existing Coverline, Project Number SW23200, to CIPP 18", 36" and 60" in Two Areas, Project Number SW23201, for rehabilitation of deteriorated sewer lines.

**BE IT FURTHER RESOLVED**, that there be and is hereby appropriated the sum of \$8,782,715.00 funded by Capital Pay Go-Sewer chargeable to the FY2023 Capital Improvement Budget and credited as follows:

<b>Project Title</b>	<b>CIPP 18", 36" and 60" in Two Areas</b>
<b>Project Number</b>	<b>SW23201</b>
<b>Total Amount</b>	<b>\$8,782,715.00</b>





## Memphis City Council Summary Sheet

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

Resolution requesting the approval for the donation of a city owned parcel located in Council located at 484 East Simpson Avenue, Memphis Shelby County, Tennessee, 38106 and further described as Parcel ID# 025040 00027.

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

General Services

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

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

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

Council District 4 and Super district 8

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

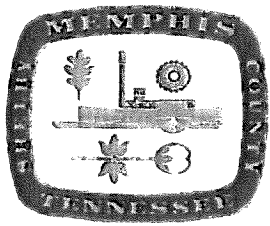
This item does not require a new contract or amend an existing contract.

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

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

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

N/A



**A Resolution approving the donation of a city owned property located at 484 East Simpson Avenue, Memphis, Shelby County, Tennessee 38106 and further described as Parcel ID # 025040 00027**

**WHEREAS**, the City of Memphis owns the property located at 484 East Simpson Avenue, Memphis, TN 38106 ("The Property") and is further identified as Parcel ID# 025040 00027;

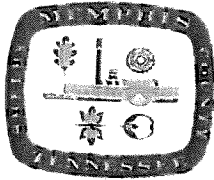
**WHEREAS**, 484 East Simpson Avenue was acquired by the City of Memphis on behalf of a Tax Sale in 2018 and Pilgrim Rest Missionary Baptist Church wants to transform 484 East Simpson into a meditation area furnished with benches, flowers, and a small trail;

**WHEREAS**, Pilgrim Rest Missionary Baptist Church is the owner of 491 East Mclemore Avenue and has requested that 484 East Simpson Avenue be donated and subsequently consolidated; and

**WHEREAS**, it is deemed to be in the best interest of the citizens of the City of Memphis and County of Shelby that this request be considered subject to the terms and conditions set forth in the Offer to Purchase and in City Ordinance 5637 section 2-16-1(F).

**NOW, THEREFORE BE IT RESOLVED** by the Council of the City of Memphis that the offer made by Pilgrim Rest Missionary Baptist Church for the above-described property is hereby accepted subject to the City Ordinance 5637, section 2-16-1(E) which states in part, "The city real estate manager shall be authorized to convey property to a selected adjacent property owner, without necessity of competitive bidding, for approval by the city council with one reading, which reading shall be final."

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



## Memphis City Council Summary Sheet

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

This is a Resolution requesting the approval to transfer a 10.34-acre parcel to the Shelby County Board of Education. The parcel is located on west side of South Germantown Road in Memphis, Tennessee. (Requesting same night minutes)

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

General Services

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

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

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

Council District 2 and Super District 9

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

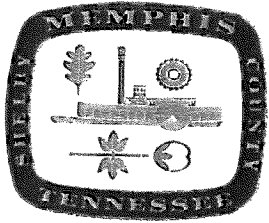
This item does not require a new contract or amend an existing contract.

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

This does not require expenditure of funds nor a budget amendment.

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

N/A



City Council Resolution

**A Resolution requesting the approval to transfer a 10.34-acre parcel to the Shelby County Board of Education**

**Whereas** the City of Memphis owns Parcel #093500 00547 recorded in Instrument # JF-5366 in the Shelby County Register's Office and is transferring a portion containing 10.34 acres of the parcel as recorded in Instrument #JF-5366 to the Shelby County Board of Education, said parcel being located on the west side of South Germantown Road in Memphis, Tennessee and being more particularly described and shown in Exhibit A;

**Whereas** in accordance with the terms and condition of the Release and Settlement Agreement between the City of Memphis and Shelby County Board of Education, Section 3.3 states "The parties agree to cooperate in identifying any properties that are owned by one party but used by the other party and to develop procedures and agreements for the reciprocal transfer of such properties";

**Whereas** the original Release and Settlement Agreement expired June 30, 2019, and was amended in a Second Amendment dated June 22, 2021, to be completed no later than December 31, 2021, which has been extended due to delay in survey and boundary lines being established;

**Whereas** it is deemed to be in the best interest of the Citizens of the City of Memphis and County of Shelby that this request be considered subject to Release and Settlement Agreement and Second Amendment to the Agreement; and

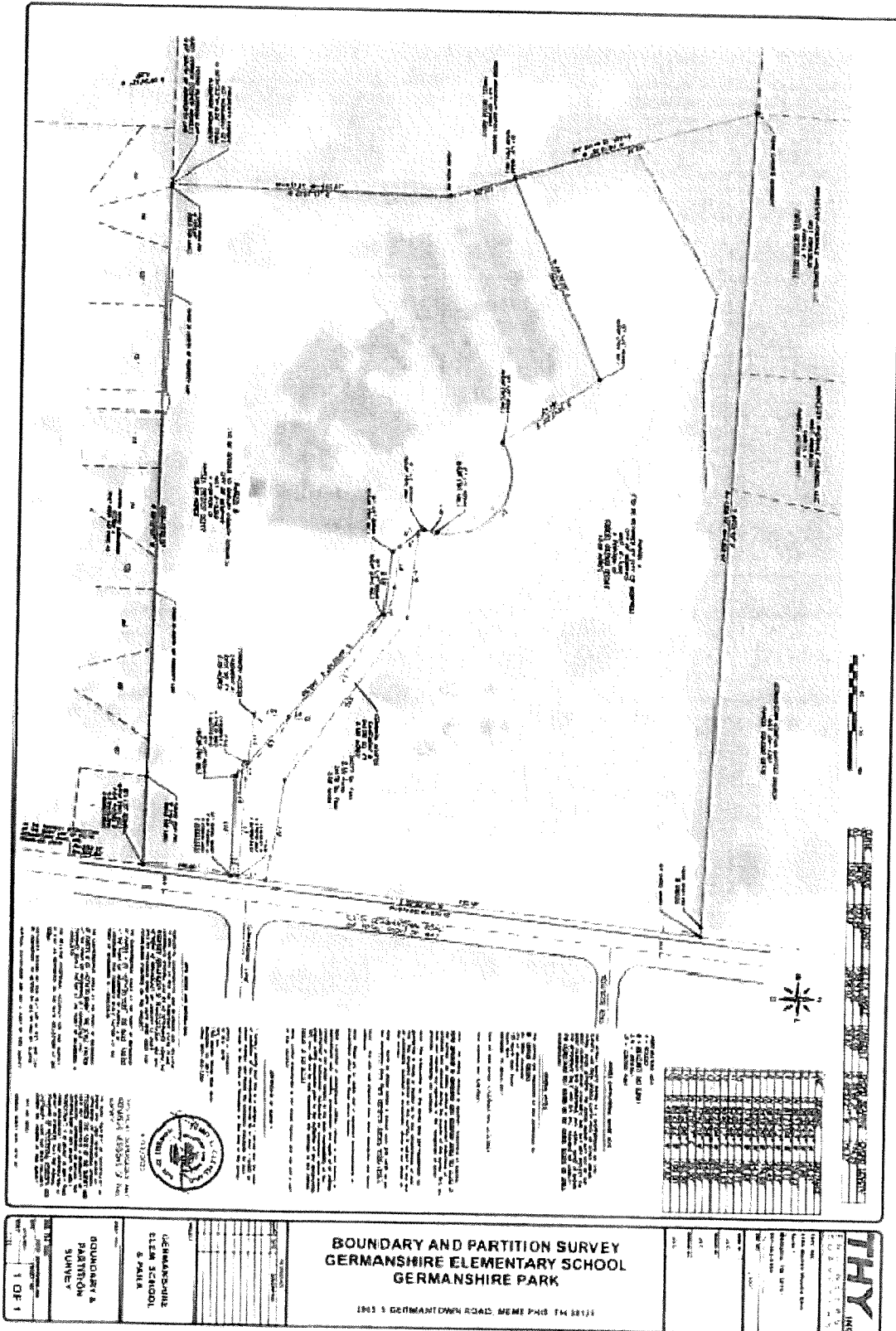
**Whereas** it is agreed that all remaining sections of the Agreement shall remain in effect.

**Now, therefore be it resolved** by the Council of the City of Memphis that the transfer is hereby accepted subject to the Release and Settlement Agreement dated January 30, 2015, and Second Amendment to the Agreement dated June 22, 2021.

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

City Council Resolution

**EXHIBIT A**



**PLANNING**

**&**

**ZONING**





## Memphis City Council Summary Sheet

### Z 23-7

ZONING ORDINANCE AMENDING ORDINANCE NO. 5367 OF CODE OF ORDINANCES, CITY OF MEMPHIS, TENNESSEE, ADOPTED ON AUGUST 10, 2010, AS AMENDED, KNOWN AS THE MEMPHIS AND SHELBY COUNTY UNIFIED DEVELOPMENT CODE, TO AUTHORIZE A ZONING USE DISTRICT RECLASSIFICATION FOR LAND LOCATED AT 5420 KNIGHT ARNOLD RD. BY TAKING THE LAND OUT OF THE RESIDENTIAL SINGLE-FAMILY – 6 USE DISTRICT AND INCLUDING IT IN THE COMMERCIAL MIXED USE – 1 USE DISTRICT, KNOWN AS CASE NUMBER Z 23-7

- This item is a resolution changing the zoning district of a parcel at the request of the property owner.



## **LAND USE CONTROL BOARD RECOMMENDATION**

At its regular meeting on **Thursday, May 11, 2023**, the Memphis and Shelby County Land Use Control Board held a public hearing on the following application:

**CASE NUMBER:** Z 23-7

**LOCATION:** 5420 Knight Arnold Rd.

**COUNCIL DISTRICT:** District 4 and Super District 8

**OWNER/APPLICANT:** Hector Garcia

**REPRESENTATIVE:** David Bray of the Bray Firm

**REQUEST:** Rezone from Residential Single-Family – 6 to Commercial Mixed Use – 1

---

**The following spoke in support of the application:** None

**The following spoke in opposition of the application:** None

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

The motion **passed** by a unanimous vote of 9-0 on the consent agenda.

**ORDINANCE NO:** \_\_\_\_\_

**ZONING ORDINANCE AMENDING ORDINANCE NO. 5367 OF CODE OF ORDINANCES, CITY OF MEMPHIS, TENNESSEE, ADOPTED ON AUGUST 10, 2010, AS AMENDED, KNOWN AS THE MEMPHIS AND SHELBY COUNTY UNIFIED DEVELOPMENT CODE, TO AUTHORIZE A ZONING USE DISTRICT RECLASSIFICATION FOR LAND LOCATED AT 5420 KNIGHT ARNOLD RD. BY TAKING THE LAND OUT OF THE RESIDENTIAL SINGLE-FAMILY – 6 USE DISTRICT AND INCLUDING IT IN THE COMMERCIAL MIXED USE – 1 USE DISTRICT, KNOWN AS CASE NUMBER Z 23-7**

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**WHEREAS**, a proposed amendment to the Memphis and Shelby County Unified Development Code, being Ordinance No. 5367 of the Code of Ordinances, City of Memphis, Tennessee, as amended, has been submitted to the Memphis and Shelby County Land Use Control Board for its recommendation, designated as **Case Number: Z 23-7**; and

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

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

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

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

**SECTION 1:**

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

**BY TAKING THE FOLLOWING PROPERTY OUT OF THE RESIDENTIAL SINGLE-FAMILY – 6 USE DISTRICT AND INCLUDING IT IN THE COMMERCIAL MIXED USE – 1 USE DISTRICT.**

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

Being the east part of Lot 103, Section "D", Fox Meadows Subdivision, as shown on plat of record in Plat Book 28, Page 38. Register's Office of Shelby County, Tennessee, being more particularly described as follows:

Beginning at a point in the north line of Knight-Arnold Road which said point is the southwest corner of Lot 96, Section "D", Fox Meadows Subdivision, and said point also being the southeast corner of said Lot

103; thence northwardly along the east line of said Lot 103, 177.23 feet to the northeast corner of said Lot 103; thence westwardly along the north line of said Lot 103 a distance of 155.63 feet to a point, the said point being the northeast corner of the Church lot; thence southwardly along the west line of the Church lot 210.2 feet to a point in the north line of Knight-Arnold Road, which said point is 77 .21 feet east of the southwest corner of said Lot 103 as measured along the north line of Knight-Arnold Road; thence eastwardly along the north line of Knight-Arnold Road 121.49 feet to the point of beginning, and being further described as all of said Lot 103 less and excepting that portion conveyed in Warranty Deed of record in Book 5673, page 289, Register's Office of Shelby County, Tennessee.

**SECTION 2:**

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

**SECTION 3:**

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

**ATTEST:**

**CC: Division of Planning and Development**  
– **Land Use and Development Services**  
– **Construction Enforcement**  
**Shelby County Assessor**

**AGENDA ITEM:** 18

**CASE NUMBER:** Z 23-7 (formerly BOA 23-42)      **L.U.C.B. MEETING:** May 11, 2023

**LOCATION:** 5420 Knight Arnold Rd.

**COUNCIL DISTRICT:** District 4 and Super District 8

**OWNER/APPLICANT:** Hector Garcia

**REPRESENTATIVE:** David Bray of the Bray Firm

**REQUEST:** Rezone from Residential Single-Family – 6 to Commercial Mixed Use – 1

## CONCLUSIONS AND PLAN CONSISTENCY

1. Hector Garcia has requested the rezoning of the parcel addressed as 5420 Knight Arnold Rd. from Residential Single-Family – 6 to Commercial Mixed Use – 1.
2. In 1968, the Memphis City Council approved a Special Permit (docket Z 1216-SP) to allow a medical/dental clinic in a single-family residential district at the subject site. The existing structure was built the next year under that authorization. At the time, the applicant argued that this was an appropriate transitional use between commercial and residential. Any other uses, with the exception of those permitted by right such as a house or place of worship, that have been in operation at the site, including the temp agency and beauty salon currently operating in each bay, are illegal from the perspective of the zoning regime.
3. The request is consistent with the Memphis 3.0 Comprehensive Plan Future Land Use Map, which designates this parcel as 'Low Intensity Commercial and Services,' roughly equivalent to the Commercial Mixed Use – 1 zoning district. It also matches the general character of development along this stretch of Knight Arnold, which is predominantly single-family residential directly to its east but commercial to its west. Staff does not feel there is a compelling reason to limit this property to medical/dental clinic uses only.
4. No site plan is associated with this request. However, future development would need to comply with present zoning standards, including landscape buffers along residential borders, parking setbacks, and so forth. The lot meets the Commercial Mixed Use – 1 minimum lot size standards.

## RECOMMENDATION

*Approval*

**GENERAL INFORMATION**

<b>Street Frontage:</b>	North Second Street	(Minor Arterial)	121'
<b>Zoning Atlas Page:</b>	2345		
<b>Parcel ID:</b>	074074 00026		
<b>Area:</b>	0.6 acres		
<b>Existing Zoning:</b>	Residential Single-Family – 6		
<b>Requested Zoning:</b>	Commercial Mixed Use – 1		

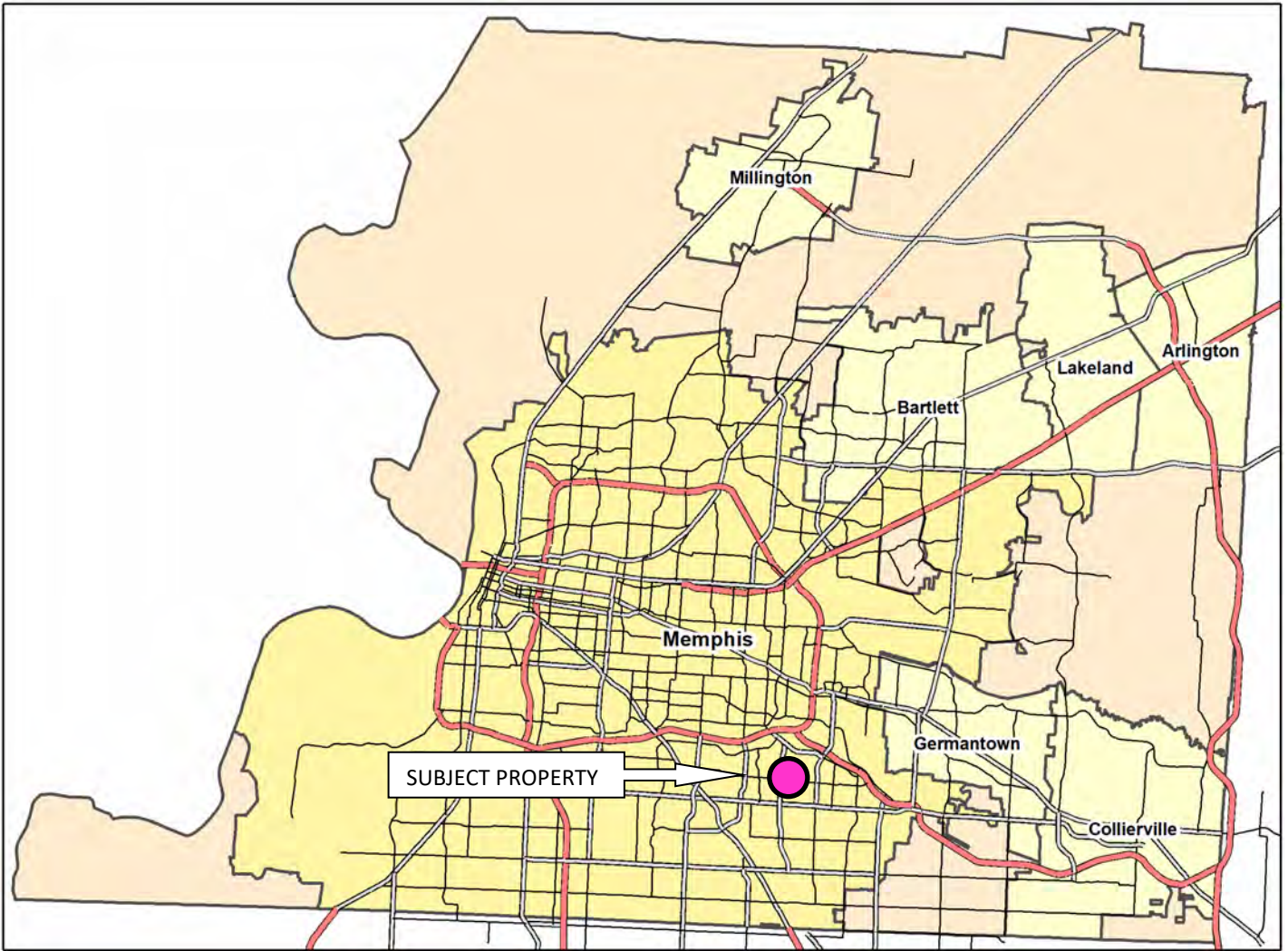
**NEIGHBORHOOD MEETING**

The required neighborhood meeting was held on site at 5:30 p.m. on Monday, May 1, 2023.

**PUBLIC NOTICE**

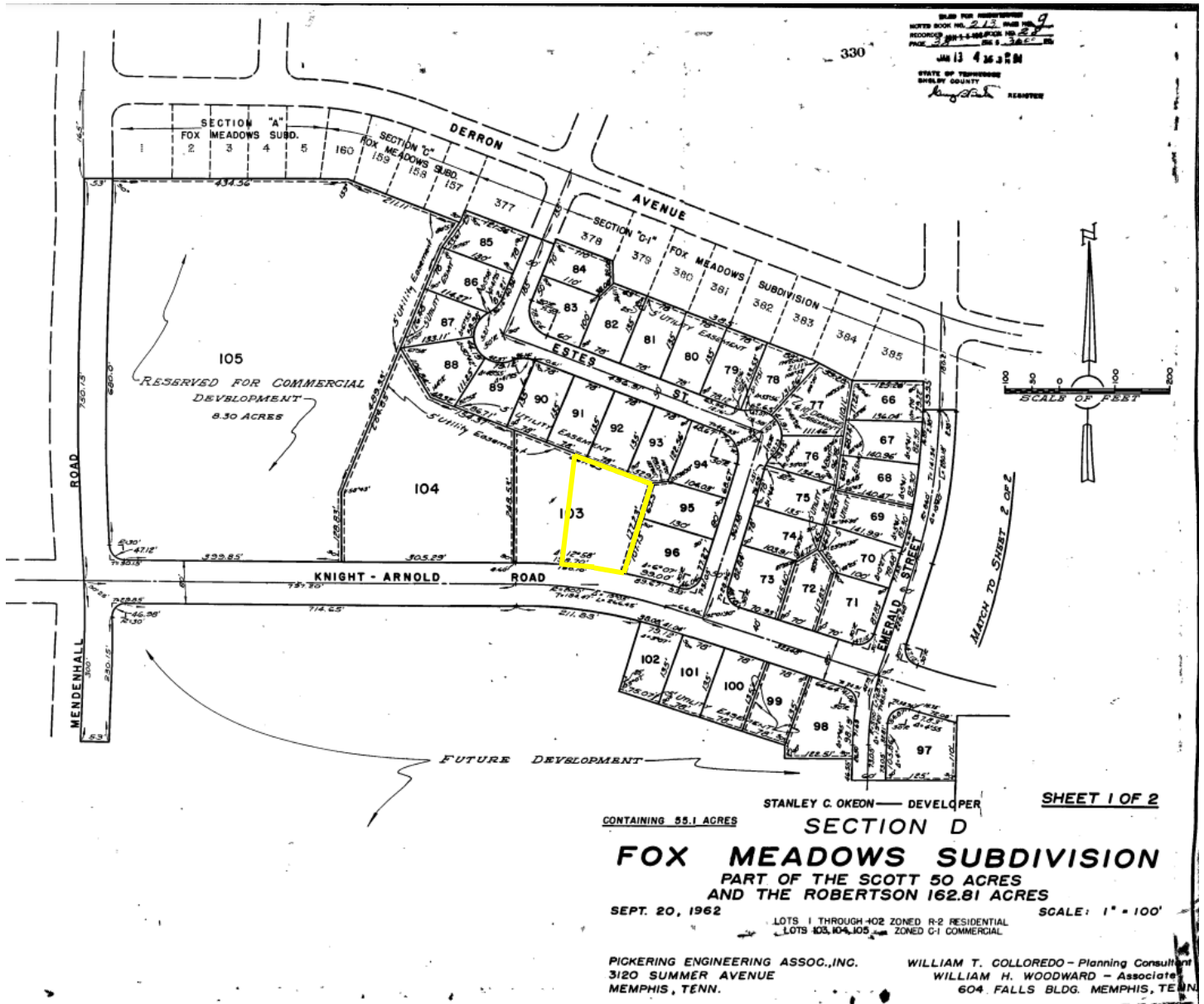
In accordance with Sub-Section 9.3.4A of the Unified Development Code, notice of public hearing is required to be mailed and posted. 72 notices were mailed on April 14, 2023, and one sign posted at the subject property. The sign affidavit has been added to this report.

**LOCATION MAP**



Subject property located within Hickory Hill neighborhood

**SECTION D OF FOX MEADOWS SUBDIVISION (1962)**



Subject property, highlighted approximately in yellow, comprises the eastern part of Lot 103. It is exempt from the subdivision requirement by recorded deed.





**SATELLITE PHOTO WITH ZONING**



**Existing Zoning:** Residential Single-Family – 6

**Surrounding Zoning**

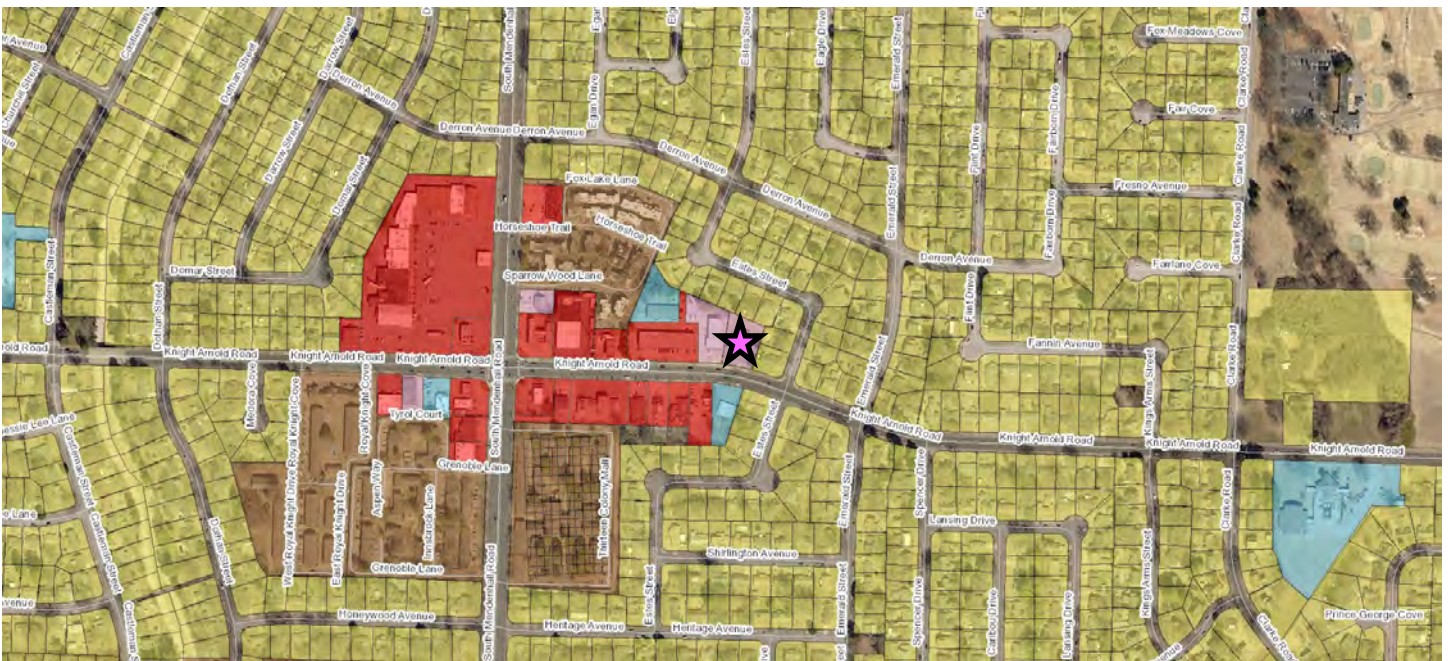
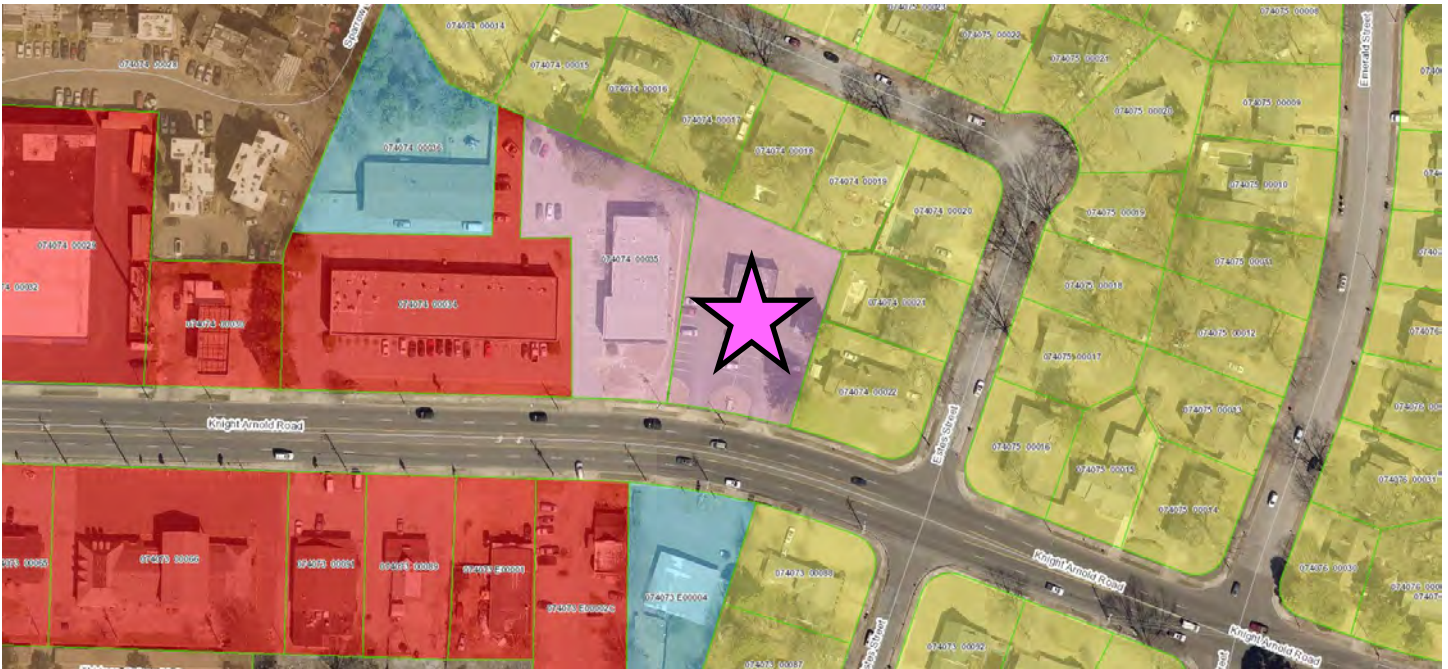
**North:** Residential Single-Family – 6

**East:** Residential Single-Family – 6

**South:** Commercial Mixed Use – 1 and Residential Single-Family – 6

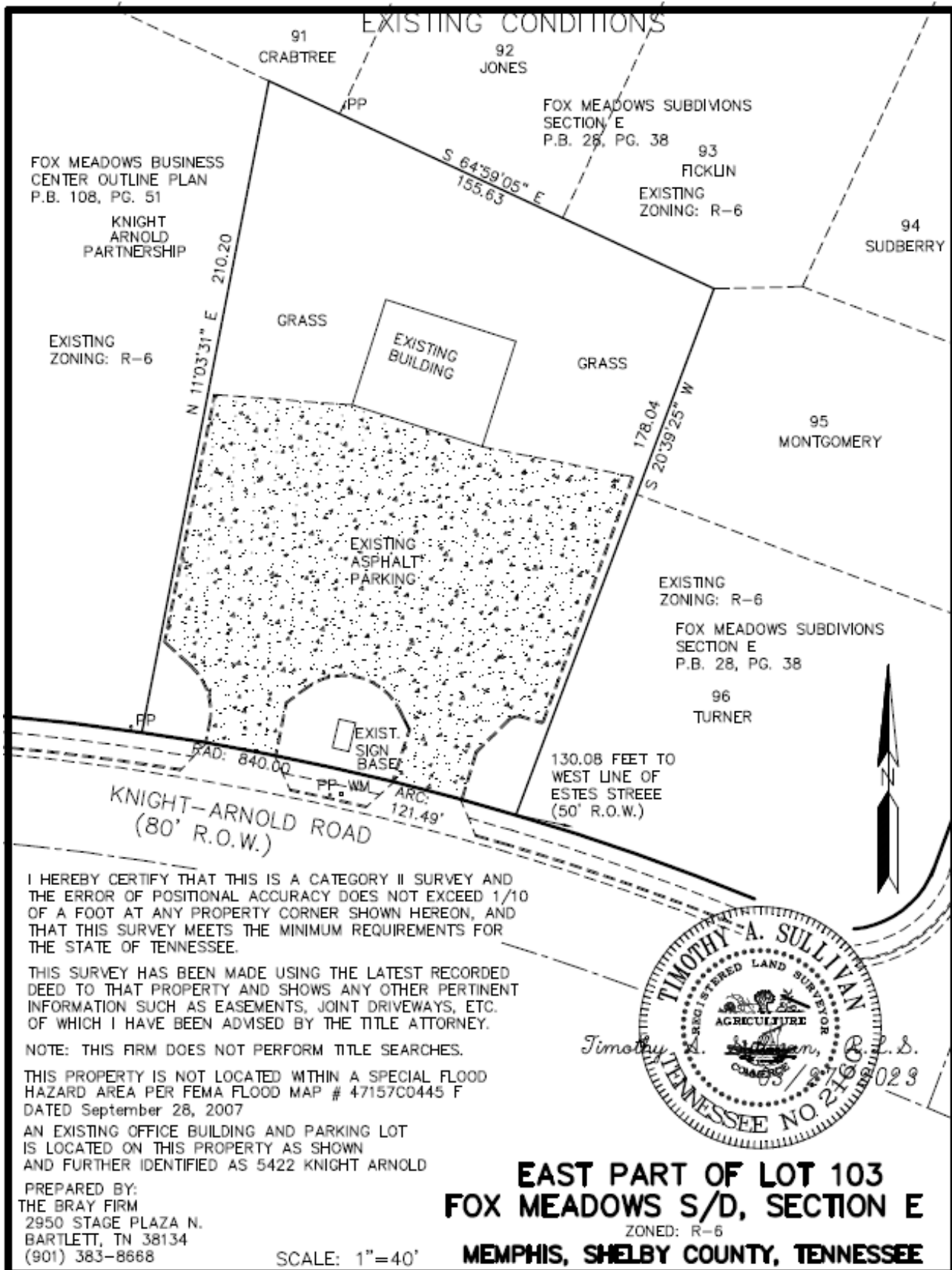
**West:** Residential Single-Family – 6 (PD 85-320)

LAND USE MAPS



- COMMON AREA LAND
- SINGLE-FAMILY
- MULTI-FAMILY
- INSTITUTIONAL
- COMMERCIAL
- OFFICE
- INDUSTRIAL
- PARKING
- RECREATION/OPEN SPACE
- VACANT

**SURVEY**



I HEREBY CERTIFY THAT THIS IS A CATEGORY II SURVEY AND THE ERROR OF POSITIONAL ACCURACY DOES NOT EXCEED 1/10 OF A FOOT AT ANY PROPERTY CORNER SHOWN HEREON, AND THAT THIS SURVEY MEETS THE MINIMUM REQUIREMENTS FOR THE STATE OF TENNESSEE.

THIS SURVEY HAS BEEN MADE USING THE LATEST RECORDED DEED TO THAT PROPERTY AND SHOWS ANY OTHER PERTINENT INFORMATION SUCH AS EASEMENTS, JOINT DRIVEWAYS, ETC. OF WHICH I HAVE BEEN ADVISED BY THE TITLE ATTORNEY.

NOTE: THIS FIRM DOES NOT PERFORM TITLE SEARCHES.

THIS PROPERTY IS NOT LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA PER FEMA FLOOD MAP # 47157C0445 F DATED September 28, 2007

AN EXISTING OFFICE BUILDING AND PARKING LOT IS LOCATED ON THIS PROPERTY AS SHOWN AND FURTHER IDENTIFIED AS 5422 KNIGHT ARNOLD

PREPARED BY:  
THE BRAY FIRM  
2950 STAGE PLAZA N.  
BARTLETT, TN 38134  
(901) 383-8668

**SITE PHOTO**



## STAFF ANALYSIS

### Request

The request is to rezone the parcel addressed as 5420 Knight Arnold Rd. from Residential Single-Family – 6 to Commercial Mixed Use – 1. The application form and letter of intent have been added to this report.

### Review Criteria

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

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

- 9.5.7B(1) *Consistency with any plans to be considered (see Chapter 1.9);*
- 9.5.7B(2) *Compatibility with the present zoning (including any residential corridor overlay district) and conforming uses of nearby property and with the character of the neighborhood;*
- 9.5.7B(3) *Suitability of the subject property for uses permitted by the current versus the proposed district;*
- 9.5.7B(4) *Whether the proposed change tends to improve the balance of uses, or meets a specific demand in the City or County; and*
- 9.5.7B(5) *The availability of adequate police services, fire services, school, road, park, wastewater treatment, water supply and stormwater drainage facilities for the proposed zoning.*

### Site Zoning History

On May 28, 1968, the Memphis City Council approved a Special Permit (docket Z 1216-SP) to allow a medical/dental clinic in a single-family residential district at the subject site.

This case was originally filed as a use variance request (docket BOA 23-42) but was refiled by the applicant to allow for more flexibility in future site planning.

### Conclusions

Hector Garcia has requested the rezoning of the parcel addressed as 5420 Knight Arnold Rd. from Residential Single-Family – 6 to Commercial Mixed Use – 1.

In 1968, the Memphis City Council approved a Special Permit (docket Z 1216-SP) to allow a medical/dental clinic in a single-family residential district at the subject site. The existing structure was built the next year under that authorization. At the time, the applicant argued that this was an appropriate transitional use between commercial and residential. Any other uses, with the exception of those permitted by right such as a house or place of worship, that have been in operation at the site, including the temp agency and beauty salon currently operating in each bay, are illegal from the perspective of the zoning regime.

The request is consistent with the Memphis 3.0 Comprehensive Plan Future Land Use Map, which designates this parcel as 'Low Intensity Commercial and Services,' roughly equivalent to the Commercial Mixed Use – 1 zoning district. It also matches the general character of development along this stretch of Knight Arnold, which is predominantly single-family residential directly to its east but commercial to its west. Staff does not feel there is a compelling reason to limit this property to medical/dental clinic uses only.

No site plan is associated with this request. However, future development would need to comply with present zoning standards, including landscape buffers along residential borders, parking setbacks, and so forth. The lot meets the Commercial Mixed Use – 1 minimum lot size standards.

**RECOMMENDATION**

Staff recommends *approval*.

**DEPARTMENTAL COMMENTS**

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

**Office of Comprehensive Planning:**

**Comprehensive Planning Review of Memphis 3.0 Consistency**

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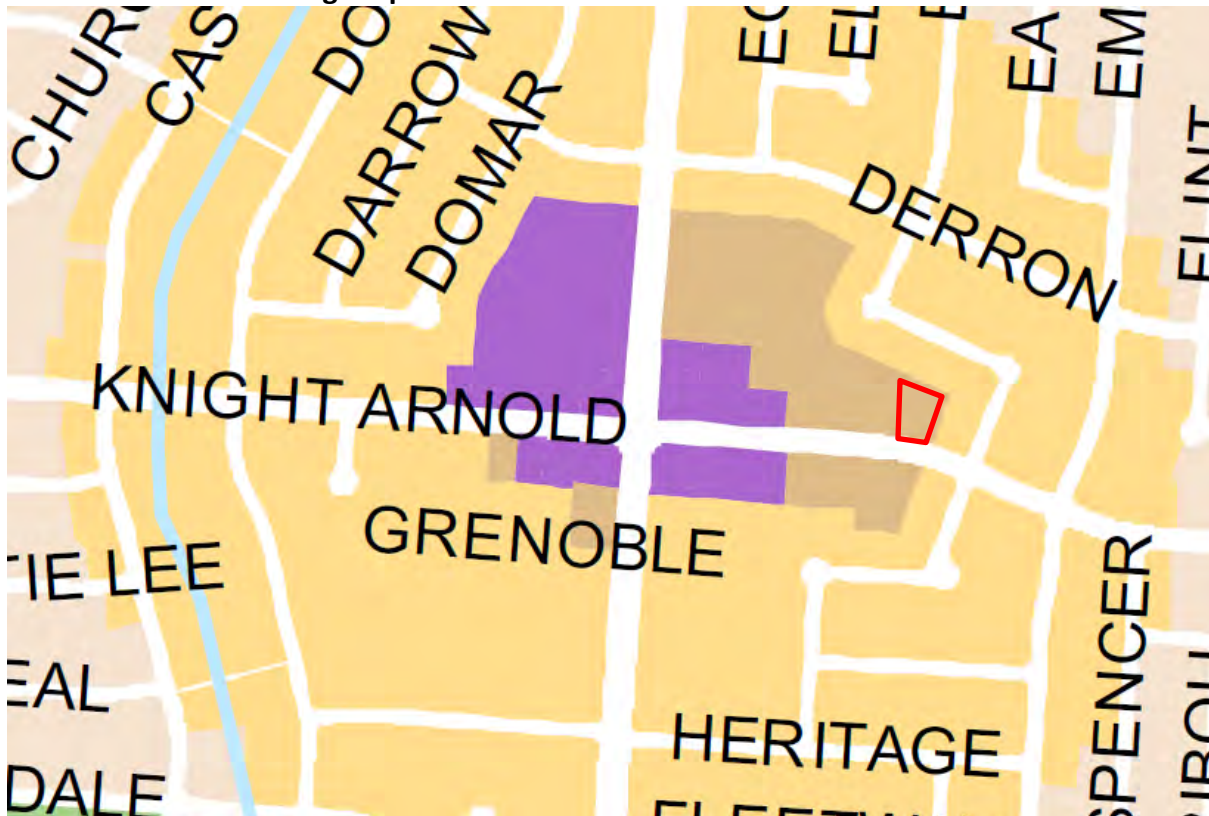
This summary is being produced in response to the following application to support the Land Use and Development Services department in their recommendation: BOA 2023-042 Hickory Ridge

Site Address/Location: 5422 Knight Arnold  
Overlay District/Historic District/Flood Zone: N/A  
Future Land Use Designation: Low Intensity Commercial & Services (CSL)  
Street Type: Avenue

*The applicant is seeking a variance to allow commercial uses in the R-6 zoning district.*

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

**1. Future Land Use Planning Map**



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

## 2. Land Use Description/Intent

Low Intensity Commercial and Service (CSL) areas are typically not associated with anchors. These areas may include neighborhood supporting commercial uses such as retail sales and services, offices, restaurants, funeral services, small-scale recreation, and social service institutions. Graphic portrayal of CSL is to the right.



### “CSL” Form & Location Characteristics

Commercial and services uses, 1-4 stories height

### “CSL” Zoning Notes

Generally compatible with the following zone districts: CMU-1 without frontage requirements, OG, SDBP in accordance with Form and characteristics listed above.

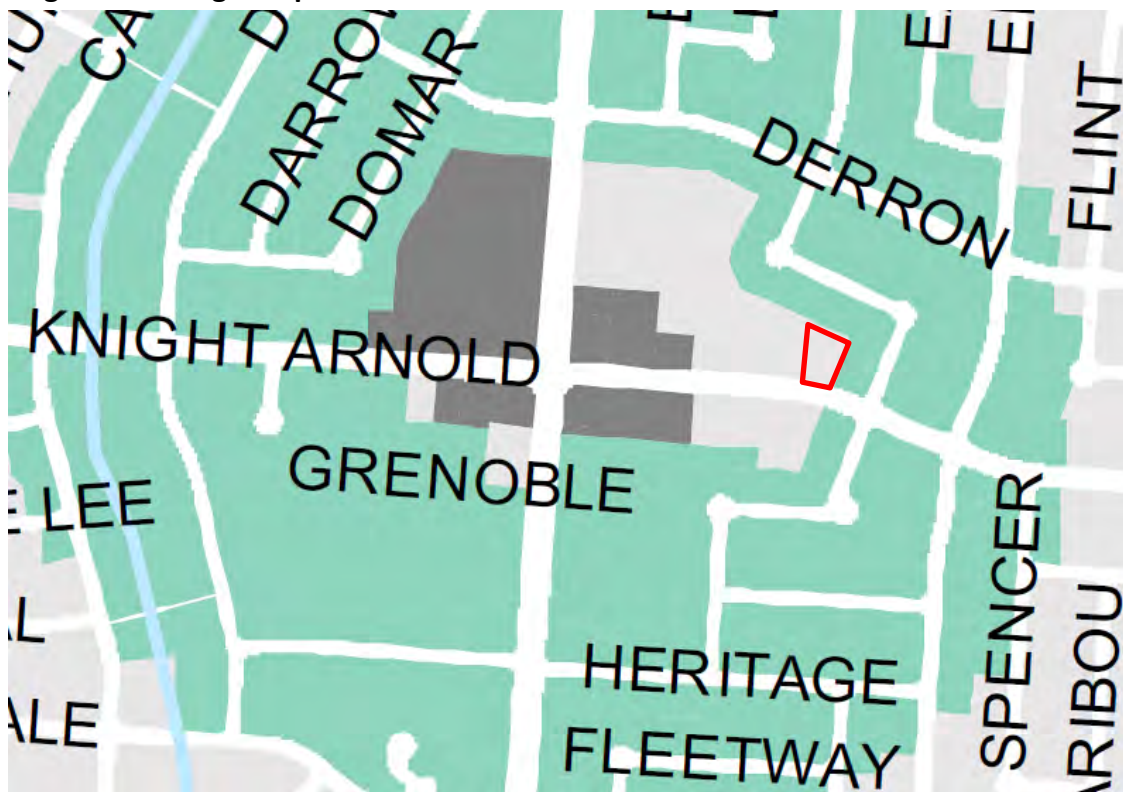
### Existing, Adjacent Land Use and Zoning

Existing Land Use and Zoning: Office, R-6

Adjacent Land Use and Zoning: Office, Institutional, and Single-Family Residential; CMU-1 and R-6

**Overall Compatibility:** *This requested use is compatible with the land use description/intent, form & location characteristics, zoning notes, and existing, adjacent land use and zoning as the proposal is seeking to allow commercial uses in CSL where existing commercial is present.*

## 3. Degree of Change Map



Red polygon indicates the application site on the Degree of Change Map. There is no Degree of Change.

## 4. Degree of Change Description

N/A

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

N/A

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

N/A

**Consistency Analysis Summary**

*The applicant is seeking a variance to allow commercial uses in the R-6 zoning district.*

*This requested use is compatible with the land use description/intent, form & location characteristics, zoning notes, and existing, adjacent land use and zoning as the proposal is seeking to allow commercial uses in CSL where existing commercial is present.*

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

Summary Compiled by: Bradyn Carson, Comprehensive Planning.



**APPLICATION FORM**



**Record Summary for Rezoning**

**Record Detail Information**

Record Type: Rezoning

Record Status: Assignment

Opened Date: April 18, 2023

Record Number: Z 2023-007

Expiration Date:

Record Name: 5422 Knight Arnold

Description of Work: Rezoning request from R-6 to CMU-1

Parent Record Number: BOA 2023-0042

**Address:**

5420 KNIGHT ARNOLD RD, MEMPHIS 38115

**Owner Information**

Primary Owner Name

Y GARCIA HECTOR JR

Owner Address

5420 KNIGHT ARNOLD RD, MEMPHIS, TN 38115

Owner Phone

**Parcel Information**

074074 00026

**Data Fields**

**PREAPPLICATION MEETING**

Name of DPD Planner	brett davis
Date of Meeting	04/17/2023
Pre-application Meeting Type	Phone

**GENERAL INFORMATION**

Is this application in response to a citation from No

**GENERAL INFORMATION**

Construction Code Enforcement or Zoning Letter?

Have you held a neighborhood meeting? No

If yes, please provide additional information -

**GIS INFORMATION**

Central Business Improvement District No

Case Layer -

Class C

Downtown Fire District No

Historic District -

Land Use OFFICE

Municipality MEMPHIS

Overlay/Special Purpose District -

Zoning R-6

State Route -

Lot E PT 103

Subdivision FOX MEADOWS

Planned Development District -

Wellhead Protection Overlay District Yes

**Contact Information**

Name GARCIA HECTOR JR Contact Type APPLICANT

Address

Phone

(901)553-2411

**Fee Information**

Invoice #	Fee Item	Quantity	Fees	Status	Balance	Date Assessed
1462473	Credit Card Use Fee (.026 x fee)	1	0.00	INVOICED	0.00	04/18/2023
1462511	Non-Residential Rezoning - 5 acres or less	1	1,000.00	INVOICED	0.00	04/18/2023

Total Fee Invoiced: \$1,000.00

Total Balance: \$0.00

**Payment Information**

Payment Amount \$1,000.00 Method of Payment Fund Transfer

LETTER OF INTENT



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Telephone 901-383-8668

2950 Stage Plaza North  
Bartlett, Tennessee 38134

April 18, 2023

Brett Ragsdale, Director  
Memphis and Shelby County  
Office of Planning and Development  
125 North Main Street  
Memphis, Tennessee 38103

**RE: Rezoning request from R-6 to CMU-1**  
3525 Kimball  
Memphis, Tennessee

Mr. Ragsdale:

Please find attached an application for a to rezone the above captioned property from R-6 to CMU-1. An application was previously filed for a use variance on this site but after consultation with staff it was decided to change the application to a zoning request.

The existing office/retail building and parking improvements were constructed by previous owners and have existed with office and retail uses for years in this location. To the east and north is an existing single family subdivision. The property to the west was included in a planned development to allow C-L uses and references this property as office but did not include the property within its confines. It appears that the building and corresponding use were allowed in error and have existed since that time as a permitted nonconforming use. This designation, however, limits the opportunities of the owner to expand the existing structure to meet current needs.

Thank you for considering this request. If you have any questions or need any additional information, please contact me.

Sincerely,

David Gean Bray, PE

**SIGN AFFIDAVIT**

**AFFIDAVIT**

Shelby County  
State of Tennessee

I, Hector Garcia Jr., being duly sworn, depose and say that at 2:00 am/pm on the 28<sup>th</sup> day of April, 20 23, I posted a Public Notice Sign(s) pertaining to Case No. Z 2023-007 at 5422 Knight Arnold Rd Memphis TN 38115 providing notice of a Public Hearing before the \_\_\_\_\_ Land Use Control Board, \_\_\_\_\_ Memphis City Council, \_\_\_\_\_ Shelby County Board of Commissioners for consideration of a proposed Land Use Action ( \_\_\_\_\_ Planned Development, \_\_\_\_\_ Special Use Permit, \_\_\_\_\_ Zoning District Map Amendment, \_\_\_\_\_ Street and/or Alley Closure), a photograph of said sign(s) being attached hereon and a copy of the sign purchase receipt or rental contract attached hereto.

[Signature]  
Owner, Applicant or Representative

5/3/23  
Date

Subscribed and sworn to before me this 3 day of May, 20 23.

[Signature]  
Notary Public

My commission expires: 2/2/26



**OWNER'S AFFIDAVIT**



**Property Owner's Affidavit**

Memphis and Shelby County Unified Development Code Section 12.3.1

OWNER: Includes the holder of legal title as well as holders of any equitable interest, such as trust beneficiaries, contract purchasers, option holders, lessees under leases having an unexpired term of at least ten years, and the like. Whenever a statement of ownership is required by the Memphis and Shelby County Unified Development Code, full disclosure of all legal and equitable interest in the property is required. Memphis and Shelby County Unified Development Code Section 12.3.1.

I, Hector Garcia Jr. Hector Garcia Jr., state that I have read the definition of  
(Print Name) (Sign Name)

"Owner" as outlined in the Memphis and Shelby County Unified Development Code Section 12.3.1 and hereby state that (select applicable box):

- I am the owner of record as shown on the current tax rolls of the county Assessor of Property; the mortgage holder of record as shown in the mortgage records of the county Register of Deeds; purchaser under a land contract; a mortgagee or vendee in possession; or I have a freehold or lesser estate in the premises
- I have charge, care or control of the premises as trustee, agent, executor, administrator, assignee, receiver, guardian or lessee (and have included documentation with this affidavit)

of the property located at 5420 - 5422 Knight Arnold Rd Memphis TN 38115  
and further identified by Assessor's Parcel Number 074074 00026  
for which an application is being made to the Division of Planning and Development.

Subscribed and sworn to (or affirmed) before me this 28 day of March in the year of 2023.

[Signature]  
Signature of Notary Public



2/21/26  
My Commission Expires

**LETTERS RECEIVED**

No letters were received by the time of publication of this report.

**NOTICE OF PUBLIC HEARING ON PROPOSED AMENDMENT  
TO THE ZONING MAP OF THE CITY OF MEMPHIS**

Notice is hereby given that a Public Hearing will be held by the Council of the City of Memphis in the Council Chambers, First Floor, City Hall, 125 North Main Street, Memphis, Tennessee 38103 on Tuesday, August 22, 2023, at 3:30 p.m., in the matter of amending the Zoning Map of the City of Memphis, being Chapter 28, Article IV of the Code of Ordinances, City of Memphis, Tennessee, as amended, as follows:

**CASE NUMBER:** Z 23-7  
**LOCATION:** 5420 Knight Arnold Rd.  
**COUNCIL DISTRICTS:** District 4 and Super District 8  
**OWNER/APPLICANT:** Hector Garcia  
**REPRESENTATIVES:** David Bray of the Bray Firm  
**REQUEST:** Rezoning of 0.6 acres from Residential Single-Family – 6 to Commercial Mixed Use – 1  
**RECOMMENDATION:** The Division of Planning and Development recommended *Approval*  
The Land Use Control Board recommended *Approval*

**NOW, THEREFORE**, you will take notice that on Tuesday, August 22, 2023, at 3:30 p.m.. the Council of the City of Memphis, Tennessee will be in session at the City Hall, Council Chambers, 125 North Main Street, Memphis, Tennessee 38103 to hear remonstrances or protests against the making of such changes; such remonstrance's or protests must be by personal appearances, or by attorneys, or by petition, and then and there you will be present if you wish to remonstrate or protest against the same.

This case will also be heard at the Planning and Zoning Committee on the same day with the specific time to be determined prior to the meeting date and posted on the City of Memphis' website.

**THIS THE \_\_\_\_\_, \_\_\_\_\_**

**MARTAVIUS JONES**  
***CHAIRMAN OF COUNCIL***

***ATTEST:***

**WALTER PERSON**  
***CITY COMPTROLLER***

**TO BE PUBLISHED:** \_\_\_\_\_





Hector Garcia  
5422 Knight Arnold  
Memphis, TN 38115

The Bray Firm  
2950 Stage Plaza North  
Bartlett, TN 38134

Owner

Engineer

Toney T Turner  
5434 Knight Arnold Rd.  
Memphis, TN 38115-2817

Jerry III & Tracy R Montgomery  
3171 Estes  
Memphis, TN 38115

Randall H & Amanda Sudberry  
3159 Estes St.  
Memphis, TN 38115

Cynthia F Ficklin  
3153 Estes St.  
Memphis, TN 38115-2823

Yolanda D Jones  
3149 Estes St.  
Memphis, TN 38115-2823

Joseph F II & Jean F Crabtree  
3145 Estes St.  
Memphis, TN 38115-2823

Gwendolyn B Kizer  
3139 Estes St.  
Memphis, TN 38115

Spencer Scott  
93 Revere St.  
Apt. 1  
Boston, MA 02114-4407

Resident  
3135 Estes St.  
Memphis, TN 38115

Lofty Holding 3133 Estes Street DAO  
LLC  
30 N Gould St.  
Ste. R  
Sheridan, WY 82801-6317

Resident  
3133 Estes St.  
Memphis, TN 38115

BR Services Inc. Defined Benefit  
Pension Plan  
3278 Wilshire Blvd.  
Apt. 702  
Los Angeles, CA 90010-1425

Resident  
3131 Estes St.  
Memphis, TN 38115

Alton & Peggy Jo Franklin  
5101 Lechateau Cv.  
Memphis, TN 38125

Resident  
3125 Estes St.  
Memphis, TN 38115

Karen Brownlee  
3119 Estes St.  
Memphis, TN 38115-2823

Robert M Kimbel  
3111 Estes St.  
Memphis, TN 38115-2823

Megan T Degeus 2013 Living Trust  
2500 Still Meadow Rd.  
Edmond, OK 73013-6722

Resident  
5405 Derron Ave.  
Memphis, TN 38115

Ivy Chase Apartments LLC  
3130 S Mendenhall Rd.  
Memphis, TN 38115-2828

Knight Arnold Partnership  
2650 Thousand Oaks Blvd.  
Ste. 2350  
Memphis, TN 38118

Hajera Abdulhafiz  
5372 Knight Arnold Rd.  
Memphis, TN 38115-2817

Bermar Associates-IV LLC  
4942 William Arnold Rd.  
Memphis, TN 38117-4238

Will Inc.  
5385 Knight Arnold Rd.  
Memphis, TN 38115-2816

Orlando A Rodriguez  
5393 Knight Arnold Rd.  
Memphis, TN 38115-2816

Unique Labor Inc.  
5422 Knight Arnold Rd.  
Memphis, TN 38115-2817

Vernon P Hunter  
3019 Ridgeway Rd.  
Memphis, TN 38115-2726

Joseph E Feibelman  
5657 Rich Rd.  
Memphis, TN 38120-2075

Michael R Flowers  
3187 Estes St.  
Memphis, TN 38115-2906

Brian & Toni Poe  
3191 Estes St.  
Memphis, TN 38115

Wilbert L & Dorothy M Riley  
3199 Estes St.  
Memphis, TN 38115-2906

Deborah A Parks  
3213 Estes St.  
Memphis, TN 38115-2906

Reven Housing Tennessee LLC  
P.O. Box 1459  
La Jolla, CA 92038-1459

Resident  
3219 Estes St.  
Memphis, TN 38115

Sonja Purham  
3225 Estes St.  
Memphis, TN 38115

A T & Geneva Crutcher  
3229 Estes St.  
Memphis, TN 38115-2906

Inez L Todd  
3231 Estes St.  
Memphis, TN 38115-2906

Resident  
3233 Estes St.  
Memphis, TN 38115

Mattie & Darnell McIntosh Revocable  
Living Trust  
3240 Estes St.  
Memphis, TN 38115

Braderick & Janet J Buford  
3222 Estes St.  
Memphis, TN 38115-2903

Ramesh & Ritika Gulrajani & Nitin  
Chhoda  
1301 Windsor Ct.  
Denville, NJ 07834-3445

Resident  
3218 Estes St.  
Memphis, TN 38115

Vernice L Gamble  
234 W 136<sup>th</sup> St.  
New York, NY 10030-2602

Resident  
3214 Estes St.  
Memphis, TN 38115

Estate of John & Willie Brownlee  
3210 Estes ST.  
Memphis, TN 38115

Sonya Crittenden  
3206 Estes St.  
Memphis, TN 38115-2903

William & Wilma Chamberlain  
3204 Estes St.  
Memphis, TN 38115-2903

Michael McKinney  
8893 Valley Creek Dr.  
Arlington, TN 38002-4483

Resident  
3202 Estes St.  
Memphis, TN 38115

William E Macklin Jr.  
8998 River Pine Dr.  
Cordova, TN 38016-7143

Resident  
3194 Estes St.  
Memphis, TN 38115

Kelvin & Patricia Myers & Mary Gary  
3188 Estes St.  
Memphis, TN 38115-2903

Robert G & Glenda Morgan  
5459 Knight Arnold Rd.  
Memphis, TN 38115-2818

Larry & Vanessa Bobbitt  
3199 Emerald St.  
Memphis, TN 38115-2904

Henry & Clara Wiggins  
3211 Emerald St.  
Memphis, TN 38115

Karen Elbert  
3187 Emerald St.  
Memphis, TN 38115-2325

Linda LaRue  
3177 Emerald St.  
Memphis, TN 38115-2325

Peatron N Cummings  
3171 Emerald St.  
Memphis, TN 38115-2325

Aubrey G Moore Trust  
12214 Tobacco Rd.  
Soddy Daisy, TN 37379-7546

Resident  
3163 Emerald St.  
Memphis, TN 38115

Marnicia & Kevin Cathey  
3155 Emerald St.  
Memphis, TN 38115-2325

Kierisha Rice-Morrison & Michael  
Morrison  
3147 Emerald St.  
Memphis, TN 38115-2325

Flynn Family Trust  
9030 W Sahara Ave.  
#442  
Las Vegas, NV 89117-5744

Resident  
3137 Emerald St.  
Memphis, TN 38115

Maria T C Cruz  
5473 Derron Ave.  
Memphis, TN 38115-2803

Tiger Properties LLC  
375 N Avalon St.  
Memphis, TN 38112-5103

Resident  
5467 Derron Ave.  
Memphis, TN 38115

Sandra R Buntyn  
5459 Derron Ave.  
Memphis, TN 38115-2803

Juana E R Jimenez  
5451 Derron Ave.  
Memphis, TN 38115-2803

Andrea Marshall  
5445 Derron Ave.  
Memphis, TN 38115-2803

Kenneth & Donna Walker  
5437 Derron Ave.  
Memphis, TN 38115-2803

BUSA Investments LLC  
116 B Porter Ave.  
Nashville, TN 37206

Resident  
5427 Derron Ave.  
Memphis, TN 38115

Equity Trust Co. Cust FBO Shannon D  
Jones IRA  
1 Equity Way  
Westlake, OH 44145-1050

Resident  
3118 Estes St.  
Memphis, TN 38115

Leroy & Michelle Nelson  
3140 Estes St.  
Memphis, TN 38115-2815

Aquino & Akita Gray  
3146 Estes St.  
Memphis, TN 38115-2815

RA Oak Line LLC  
11 S Orleans St.  
Memphis, TN 38103-3320

Resident  
3150 Estes St.  
Memphis, TN 38115

Joyce Wolf  
6603 Blarwood Dr.  
Austin, TX 78745-4829

Resident  
3154 Estes St.  
Memphis, TN 38115

Candy L McCray  
1033 Bellevue Ave.  
Elgin, IL 60120-2405

Resident  
3158 Estes St.  
Memphis, TN 38115

Walter & Henrietta Johnson  
3162 Estes St.  
Memphis, TN 38115-2815

Robert & Nancy McBride Living Trust  
70 Windgrove Cv.  
Piperton, TN 38017-5270

Resident  
3164 Estes St.  
Memphis, TN 38115

Charles & Sonda Stevens  
3166 Estes St.  
Memphis, TN 38115-2815

James & Sheronda Mitchell  
3168 Estes St.  
Memphis, TN 38115

Sync In To Inc.  
2709 Jackson Pike  
Bidwell, OH 45614-9361

Resident  
3172 Estes St.  
Memphis, TN 38115

Delois A Lucas  
3176 Estes St.  
Memphis, TN 38115

GL Capital Management LLC  
7031 Cadmar Ln NW  
Seabeck, WA 98380-9518

Resident  
5458 Knight Arnold Rd.  
Memphis, TN 38115

Councilwoman Jana Swearengen-  
Washington  
125 N. Main St.  
Room 514  
Memphis, TN 38103

Chairman Martavius Jones  
125 N. Main St.  
Room 514  
Memphis, TN 38103

Vice Chairman JB Smiley Jr  
125 N. Main St.  
Room 514  
Memphis, TN 38103

Councilwoman Cheyenne Johnson  
125 N. Main St.  
Room 514  
Memphis, TN 38103

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

**ONE ORIGINAL  
ONLY STAPLED  
TO DOCUMENTS**

**Planning & Development  
DIVISION**

**Planning & Zoning COMMITTEE: 4/25/2023  
DATE  
PUBLIC SESSION: 4/25/2023  
DATE**

**ITEM (CHECK ONE)**  
 \_\_\_\_\_ ORDINANCE      X   RESOLUTION    \_\_\_\_\_ REQUEST FOR PUBLIC HEARING

**ITEM DESCRIPTION:** Resolution pursuant to Chapter 9.6 of the Memphis and Shelby County Unified Development Code approving a planned development at the subject property located at 4747 Getwell Road, known as case number PD 22-21

**CASE NUMBER:** PD 22-21

**DEVELOPMENT:** Smith Family Planned Development

**LOCATION:** 4747 Getwell Road

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

**OWNER/APPLICANT:** Willie Smith Sr.

**REPRESENTATIVE:** Brenda Solomito Basar, Solomito Land Planning

**REQUEST:** Planned Development to allow limited number of CMU-1 uses

**AREA:** +/-1.247 acres

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

**RECOMMENDED COUNCIL ACTION: Public Hearing NOT Required**  
 Public hearing – April 25, 2023

**PRIOR ACTION ON ITEM:**

(1) _____	APPROVAL - (1) APPROVED (2) DENIED
02/9/2023 _____	DATE
(1) Land Use Control Board _____	ORGANIZATION - (1) BOARD / COMMISSION
	(2) GOV'T. ENTITY (3) COUNCIL COMMITTEE

**FUNDING:**

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

**SOURCE AND AMOUNT OF FUNDS**

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

**ADMINISTRATIVE APPROVAL:**

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



## Memphis City Council Summary Sheet

### PD 22-21

RESOLUTION PURSUANT TO CHAPTER 9.6 OF THE MEMPHIS AND SHELBY COUNTY UNIFIED DEVELOPMENT CODE APPROVING A PLANNED DEVELOPMENT AT THE SUBJECT PROPERTY LOCATED AT 4747 GETWELL ROAD, KNOWN AS CASE NUMBER PD 22-21

- This item is a resolution with conditions to allow a planned development with limited CMU-1 uses; and
- This resolution, if approved with conditions, will supersede the existing zoning for this property; and
- The item may require future public improvement contracts.

## **LAND USE CONTROL BOARD RECOMMENDATION**

At its regular meeting on **Thursday, February 9, 2023**, the Memphis and Shelby County Land Use Control Board held a public hearing on the following application:

**CASE NUMBER:** PD 22-21

**DEVELOPMENT:** Smith Family Planned Development

**LOCATION:** 4747 Getwell Road

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

**OWNER/APPLICANT:** Willie Smith Jr.

**REPRESENTATIVE:** Brenda Solomito Basar, Solomito Land Planning

**REQUEST:** Planned Development to allow limited number of CMU-1 uses

**EXISTING ZONING:** Conservation Agriculture – CA

**AREA:** +/- 1.247 acres

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**The following spoke in support of the application:** None

**The following spoke in opposition the application:** Cheryl Hopper, Laura Payne, and James Newsom

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

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

Respectfully,



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

Cc: Committee Members  
File

**PD 22-21  
CONDITIONS**

**Outline Plan Conditions**

I. Uses Permitted

A. The following Uses are permitted

1. Single-Family Detached Conventional, Side Yard House Cottage, Single-Family Attached Semi-attached, and Two-Family Townhouse.
2. Multifamily Large Home
3. Stacked Townhouse Apartment
4. Upper-Story Residential Live/Work
5. Nursing Home, Full-time Convalescent, Hospice, Assisted Living Facility, Residential Home for the Elderly, Independent Living Facility
6. Personal Care Home for the Elderly Supportive Living Facility
7. Police, Fire, EMS Substation
8. Neighborhood Arts Center or Similar Community Facility (public) Philanthropic Institution
9. Places of worship and off-site parking for places of worship
10. Social service institutions
11. Restaurants, including restaurants or other retail with a drive thru.
12. Retail sales and services
13. Personal Services including Hair, nail, tanning, massage therapy and personal care service, barber shop or beauty salon.
14. Offices
15. Bakery, Retail

B. The following uses are strictly prohibited.

1. Payday loans, title loans and flexible loan plan establishments
2. Pawn shop
3. Tattoo, Palmist, Psychic or Medium
4. Vapor shop
5. Heliport
6. Drive-in theater
7. Campground
8. Undertaking establishment
9. Garbage/refuse collection
10. Adult entertainment
11. Landfill
12. Off-premise advertising sign
13. Manufacture of chemical, cosmetic, drug, soap, paints, fertilizer, abrasive products, fabricated metal products/machinery or other products which create noxious fumes boat rental, sales, or storage.
14. Tavern, cocktail lounge or night club



## 15. Outdoor sales

### II. Bulk Regulations

- A. The development shall comply with the bulk requirements of the Commercial Mixed Use (CMU-1) District.

### III. Access, Parking and Circulation

- A. One curb cut is permitted on Getwell Road.
- B. There shall be no curb cut permitted on Faulkner Road.
- C. The design and location of the curb cut shall be approved by the City Engineer.
- D. Internal circulation between adjacent phases, lots, sections shall be provided.
- E. The minimum sight distance and geometry requirements for public streets shall comply with the Unified Development Code.
- F. All required parking shall be as illustrated on the final plat. No parking shall be allowed on any adjacent lots or parcels.
- G. Adequate queuing spaces in accordance with the Unified Development Code shall be provided between any gate/guardhouse/card reader for vehicles to exit by forward motion.
- H. Adequate maneuvering room shall be provided between the right-of-way and the gate/guardhouse/card reader for vehicles to exit by forward motion.

### IV. Drainage

- A. Drainage improvements, including possible on-site detention, to be provided under contract in accordance with the City of Memphis Drainage Design Manual.
- B. This project must be evaluated by the Tennessee Department of Health and Environment regarding their jurisdiction over the watercourses on this site in accordance with the Water Quality Control Act of 1977 as amended (TCA 69-3-101 et seq).
- C. All drainage plans shall be subject to the City/County Engineer's Office review and approval.
- D. All drainage emanating on-site shall be private in nature and no easements will be accepted.
- E. All commons, open areas, private streets, private sewers and private drainage shall be owned and maintained by a property owners association. A statement to this effect shall appear on the final plat.

- F. The following note shall be placed on the final plat of any development requiring on-site storm water detention facilities: The areas denoted by “Reserved for Storm Water Detention” shall not be used as a building site or filled without first obtaining written permission from the City and/or County Engineer. The storm water detention systems located in these areas, except for those parts located in a public drainage easement, shall be owned and maintained by the property owner and/or property owners’ association. Such maintenance shall be performed so as to ensure that the system operates in accordance with the approved plan on file in the City and/or County Engineer’s Office. Such maintenance shall include, but not be limited to removal of sedimentation, fallen objects, debris and trash, mowing, outlet cleaning, and repair of drainage structures.

V. Landscaping

- A. Landscaping shall be provided as illustrated on the Final Site Plan and Landscape Plan.
- B. Dumpsters shall be enclosed on all four sides with wood, brick, or other solid materials as approved by the Office of Planning and Development.
- C. Lighting shall be directed to not glare onto residential property or onto traffic on Malone Road.

VI. Signs

- A. Signage shall be in conformance with the CMU-1 District regulations.

VII. The Land Use Control Board may modify the bulk, access, parking, landscaping and sign requirements if equivalent alternatives are presented; provided, however, any adjacent property owner who is dissatisfied with the modifications of the Land Use Control Board hereunder may, within ten days of such action, file a written appeal to the Director of the Office of Planning and Development, to have such action reviewed by the appropriate Governing Bodies.

VIII. A final plan shall be filed within five (5) years of approval of the outline plan. The Land Use Control Board may grant extensions at the request of the applicant.

IX. A final site plan will be submitted for approval by the Land Use Control Board to finalize the elevations, building materials, circulation, landscaping, parking, location of the building, etc.

X. Any final plan shall include the following:

- A. The outline plan conditions.
- B. A standard subdivision contract as defined by the Subdivision Regulations for any needed public improvements.
- C. The exact location and dimensions, including height of all building or buildable areas, parking areas, drives, loading spaces and facilities, elevations, required landscaping, trash receptacles

and signs, etc...

- D. The number of parking spaces.
- E. The location and ownership, whether public or private, of any easement.
- F. A statement conveying all common facilities and areas to a property owners association, or other entity, for ownership and maintenance purposes.
- G. The 100-year flood elevation.
- H. A lighting plan detailing the location, height, style, direction, etc. of all outdoor lighting and a photometric plan shall be submitted for administrative review and approval by the Division of Planning and Development.

CONCEPT PLAN (REVISED AFTER FEB 9<sup>TH</sup> MEETING)





RUFENY LLC  
 INST. 21189240  
 1.28 ACRES

MONTEC BUSH  
 INST. 412338  
 0.34 ACRES



GETWELL ROAD  
 (R.O.W. VARIES)

FAULKNER ROAD  
 (50' R.O.W.)

BIRCHITE UNITED  
 METHODIST CHURCH  
 INST. 7-11-4367  
 79.884 ACRES

CHRIS CLARK  
 INST. PC-490  
 2.127 ACRES

48 GETWELL LLC  
 INST. 1000006  
 4.35 ACRES

SONY BILLINGS

WELLS  
 INST. 1000006

BRUCE & BARBARA DE  
 WELLS  
 INST. 1000006  
 4.142 ACRES



VICINITY MAP

**NOTES:**

1. LANDLORD: RUFENY LLC
2. PURPOSE OF SUBMITTAL:  
 THIS PROJECT IS NOT A SUBMITTAL TO A SPECIAL ASSESSOR. ALL APPLICANTS MUST OBTAIN A SPECIAL ASSESSOR'S REPORT AND A SPECIAL ASSESSOR'S REPORT BEFORE SUBMITTING TO THE CITY ENGINEER.  
 3. PROPERTY FROM MEMPHIS CITY: 4800-10000 S.W.  
 4870-10000 S.W. 1400

**CONCEPT PLAN**  
 CASE:  
**OUTLINE PLAN**  
**4747 GETWELL ROAD**  
**MEMPHIS, TENNESSEE**  
 TOTAL AREA: 41.247 ACRES  
 WARD 013, BLOCK 111, PARCEL 0000  
 No. OF LOTS: 1  
 100 YEAR FLOOD ELEV: 233  
 OWNER/DEVELOPER:  
 WELLS SMITH SR.  
 1822 Brookside Road,  
 Germantown, TN 38148  
 PREPARED BY:  
**SOLOMITO**  
 PROJECT NO.: 20-00000001-01-01-01-01-01  
 DATE: 10/10/2020 10:28:29 AM 2020 10/10/20

**RESOLUTION PURSUANT TO CHAPTER 9.6 OF THE MEMPHIS AND SHELBY COUNTY UNIFIED DEVELOPMENT CODE APPROVING A PLANNED DEVELOPMENT AT THE SUBJECT PROPERTY LOCATED AT 4747 GETWELL ROAD, KNOWN AS CASE NUMBER PD 22-21**

---

**WHEREAS**, Chapter 9.6 of the Memphis and Shelby County Unified Development Code, being a section of the Joint Ordinance Resolution No. 5367, dated August 10, 2010, authorizes the Council of the City of Memphis to grant a planned development for certain stated purposes in the various zoning districts; and

**WHEREAS**, the Willie Smith Jr. filed an application with the Memphis and Shelby County Division of Planning and Development to allow limited CMU-1 uses at the Smith Family Planned Development ; and

**WHEREAS**, the Division of Planning and Development has received and reviewed the application in accordance with procedures, objectives and standards for planned developments as set forth in Chapter 9.6 with regard to the proposed development's impacts upon surrounding properties, availability of public facilities, both external and internal circulation, land use compatibility, and that the design and amenities are consistent with the public interest; and has submitted its findings and recommendation subject to outline plan conditions concerning the above considerations to the Memphis and Shelby County Land Use Control Board; and

**WHEREAS**, a public hearing in relation thereto was held before the Memphis and Shelby County Land Use Control Board on February 9, 2023, and said Board has submitted its findings and recommendation subject to outline plan conditions concerning the above considerations to the Council of the City of Memphis; and

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

**WHEREAS**, the Council of the City of Memphis has reviewed the recommendation of the Land Use Control Board and the report and recommendation of the Division of Planning and Development and has determined that said development meets the objectives, standards and criteria for a special use permit, and said development is consistent with the public interests.

**NOW, THEREFORE, BE IT RESOLVED, BY THE COUNCIL OF THE CITY OF MEMPHIS**, that, pursuant to Chapter 9.6 of the Memphis and Shelby County Unified Development Code, a planned development is hereby granted in accordance with the attached outline plan conditions.

**BE IT FURTHER RESOLVED**, that the requirements of said aforementioned clause of the Unified Development Code shall be deemed to have been complied with; that the outline plan shall bind the applicant, owner, mortgagee, if any, and the legislative body with respect to the contents of said plan; and the applicant and/or owner may file a final plan in accordance with said outline plan and the provisions of Section 9.6.11 of the Unified Development Code.

***ATTEST:***

**CC: Division of Planning and Development  
– Land Use and Development Services  
– Office of Construction Enforcement**

## OUTLINE PLAN CONDITIONS

### I. USES PERMITTED

#### A. The following Uses are permitted

1. Single-Family Detached Conventional, Side Yard House Cottage, Single-Family Attached Semi-attached, and Two-Family Townhouse.
2. Multifamily Large Home
3. Stacked Townhouse Apartment
4. Upper-Story Residential Live/Work
5. Nursing Home, Full-time Convalescent, Hospice, Assisted Living Facility, Residential Home for the Elderly, Independent Living Facility
6. Personal Care Home for the Elderly Supportive Living Facility
7. Police, Fire, EMS Substation
8. Neighborhood Arts Center or Similar Community Facility (public) Philanthropic Institution
9. Places of worship and off-site parking for places of worship
10. Social service institutions
11. Restaurants, including restaurants or other retail with a drive thru.
12. Retail sales and services
13. Personal Services including Hair, nail, tanning, massage therapy and personal care service, barber shop or beauty salon.
14. Offices
15. Bakery, Retail

#### B. The following uses are strictly prohibited.

1. Payday loans, title loans and flexible loan plan establishments
2. Pawn shop
3. Tattoo, Palmist, Psychic or Medium
4. Vapor shop
5. Heliport
6. Drive-in theater
7. Campground
8. Undertaking establishment
9. Garbage/refuse collection
10. Adult entertainment
11. Landfill
12. Off-premise advertising sign
13. Manufacture of chemical, cosmetic, drug, soap, paints, fertilizer, abrasive products, fabricated metal products/machinery or other products which create noxious fumes boat rental, sales, or storage.
14. Tavern, cocktail lounge or night club
15. Outdoor sales

### II. BULK REGULATIONS



- A. The development shall comply with the bulk requirements of the Commercial Mixed Use (CMU-1) District.

### III. ACCESS, PARKING AND CIRCULATION

- A. One curb cut is permitted on Getwell Road.
- B. There shall be no curb cut permitted on Faulkner Road.
- C. The design and location of the curb cut shall be approved by the City Engineer.
- D. Internal circulation between adjacent phases, lots, sections shall be provided.
- E. The minimum sight distance and geometry requirements for public streets shall comply with the Unified Development Code.
- F. All required parking shall be as Illustrated on the final plat. No parking shall be allowed on any adjacent lots or parcels.
- G. Adequate queuing spaces in accordance with the Unified Development Code shall be provided between any gate/guardhouse/card reader for vehicles to exit by forward motion.
- H. Adequate maneuvering room shall be provided between the right-of-way and the gate/guardhouse/card reader for vehicles to exit by forward motion.

### IV. DRAINAGE

- A. Drainage improvements, including possible on-site detention, to be provided under contract in accordance with the City of Memphis Drainage Design Manual.
- B. This project must be evaluated by the Tennessee Department of Health and Environment regarding their jurisdiction over the watercourses on this site in accordance with the Water Quality Control Act of 1977 as amended (TCA 69-3-101 et seq).
- C. All drainage plans shall be subject to the City/County Engineer's Office review and approval.
- D. All drainage emanating on-site shall be private in nature and no easements will be accepted.
- E. All commons, open areas, private streets, private sewers and private drainage shall be owned and maintained by a property owners association. A statement to this effect shall appear on the final plat.
- F. The following note shall be placed on the final plat of any development requiring on-site storm water detention facilities: The areas denoted by "Reserved for Storm Water Detention" shall not be used as a building site or filled without first obtaining written permission from the City and/or County Engineer. The storm water detention systems located in these areas, except for those parts located in a public drainage easement, shall be owned and maintained by the property owner and/or property owners' association. Such maintenance shall be performed so as to ensure that the system operates in accordance with the approved plan on file in the City and/or County Engineer's Office. Such maintenance shall include, but not be limited to removal of

sedimentation, fallen objects, debris and trash, mowing, outlet cleaning, and repair of drainage structures.

## V. LANDSCAPING

- A. Landscaping shall be provided as illustrated on the Final Site Plan and Landscape Plan.
- B. Dumpsters shall be enclosed on all four sides with wood, brick, or other solid materials as approved by the Office of Planning and Development.
- C. Lighting shall be directed to not glare onto residential property or onto traffic on Malone Road.

## VI. SIGNS

- A. Signage shall be in conformance with the CMU-1 District regulations.

VII. The Land Use Control Board may modify the bulk, access, parking, landscaping and sign requirements if equivalent alternatives are presented; provided, however, any adjacent property owner who is dissatisfied with the modifications of the Land Use Control Board hereunder may, within ten days of such action, file a written appeal to the Director of the Office of Planning and Development, to have such action reviewed by the appropriate Governing Bodies.

VIII. A final plan shall be filed within five (5) years of approval of the outline plan. The Land Use Control Board may grant extensions at the request of the applicant.

IX. A final site plan will be submitted for approval by the Land Use Control Board to finalize the elevations, building materials, circulation, landscaping, parking, location of the building, etc.

X. Any final plan shall include the following:

- A. The outline plan conditions.
- B. A standard subdivision contract as defined by the Subdivision Regulations for any needed public improvements.
- C. The exact location and dimensions, including height of all building or buildable areas, parking areas, drives, loading spaces and facilities, elevations, required landscaping, trash receptacles and signs, etc...
- D. The number of parking spaces.
- E. The location and ownership, whether public or private, of any easement.
- F. A statement conveying all common facilities and areas to a property owners association, or other entity, for ownership and maintenance purposes.
- G. The 100-year flood elevation.
- H. A lighting plan detailing the location, height, style, direction, etc. of all outdoor lighting and a photometric plan shall be submitted for administrative review and approval by the Division of

Planning and Development.



**AGENDA ITEM:** 5

**CASE NUMBER:** PD 2022-021 **L.U.C.B. MEETING:** February 9, 2023

**DEVELOPMENT:** Smith Family Planned Development

**LOCATION:** 4747 Getwell Road

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

**OWNER/APPLICANT:** Willie Smith Sr.

**REPRESENTATIVE:** Brenda Solomito Basar, Solomito Land Planning

**REQUEST:** Planned Development to allow limited number of CMU-1 uses.

**AREA:** +/- 1.247 acres

**EXISTING ZONING:** Conservation Agriculture - CA

## CONCLUSIONS

1. The applicant is requesting a Planned Development with a limited number of CMU-1 uses as listed by the outline plan conditions.
2. A retail/restaurant as a principal use is not permitted by right under the current zoning but will be under the outline plan conditions.
3. The subject property is currently vacant, and the planned development will create more desirable infill development
4. Currently the property has been cleared of vegetation, so the proposed landscaping as seen in the outline plan is inaccurate.
5. The proposed development will not unduly injure or damage the use, value and enjoyment of surrounding property nor unduly hinder or prevent the development of surrounding property in accordance with the current development policies and plans of the City and County.
6. The location and arrangement of the structures, parking areas, walks, lighting, and other service facilities are compatible with the surrounding land uses.

## CONSISTENCY WITH MEMPHIS 3.0

This proposal is consistent with the Memphis 3.0 General Plan per the land use decision criteria. See further analysis on pages 23-25 of this report.

## RECOMMENDATION

*Approval with conditions*

**GENERAL INFORMATION**

<b>Street Frontage:</b>	Getwell Road	+/-144.7 linear feet
	Faulkner Road	+/-68.3 linear feet
<b>Zoning Atlas Page:</b>	2440	
<b>Parcel ID:</b>	073111 00005	
<b>Existing Zoning:</b>	Conservation Agriculture - CA	

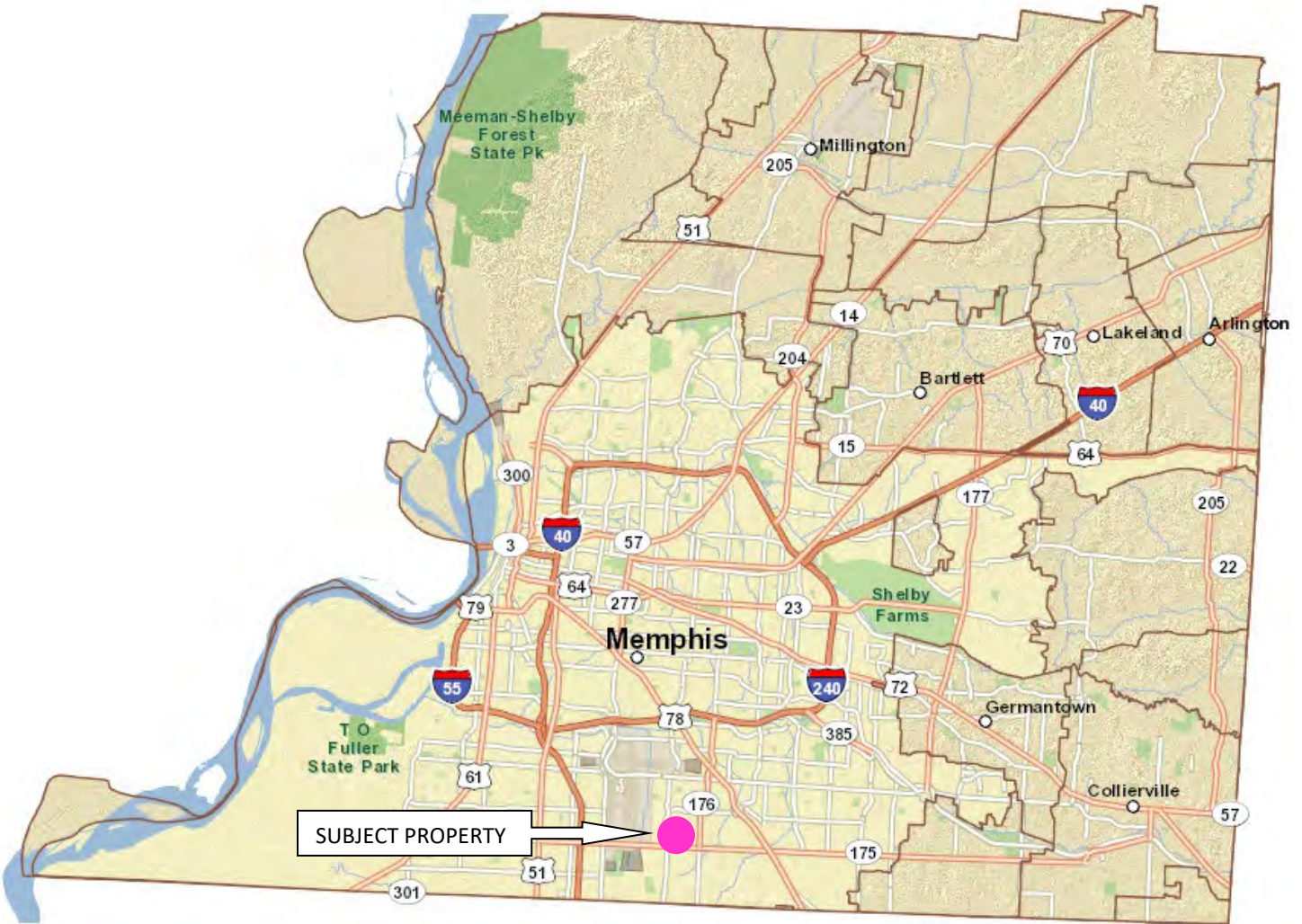
**NEIGHBORHOOD MEETING**

The meeting was held at 6:30 PM on Thursday 29, 2022, at McDonald's, 3845 E. Shelby Drive.

**PUBLIC NOTICE**

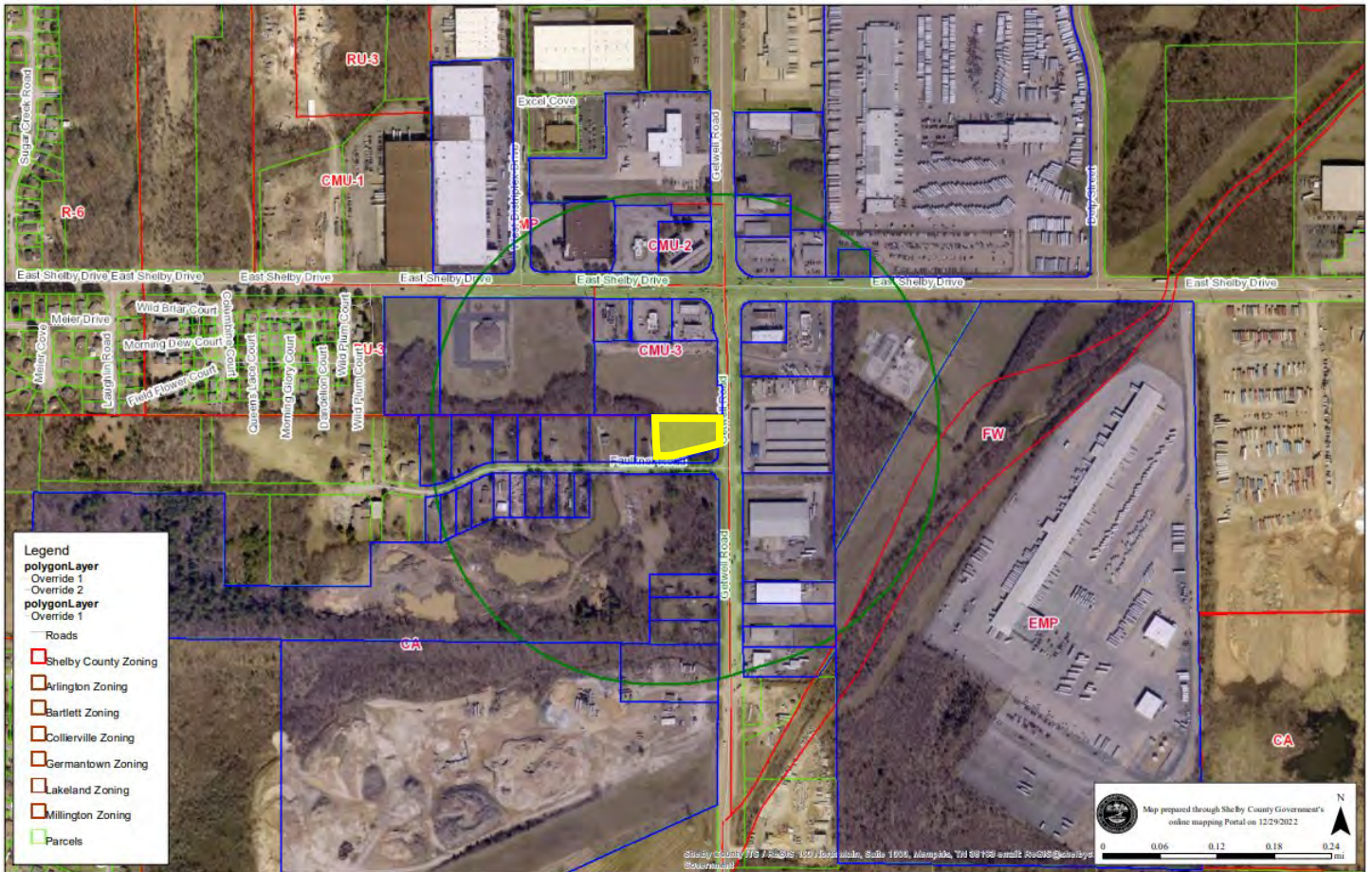
In accordance with Sub-Section 9.3.4A of the Unified Development Code, a notice of public hearing is required to be mailed and signs posted. A total of **53 notices** were mailed on December 29, 2022, and a total of 1 sign posted at the subject property. The sign affidavit has been added to this report.

**LOCATION MAP**



Subject property located within the pink circle, near the Airport Industrial Park Area

VICINITY MAP



Subject property highlighted in yellow



**AERIAL**



Subject property outlined in yellow, imagery from January 5, 2023

**ZONING MAP**



Subject property highlighted in yellow

**Existing Zoning:** Conservation Agriculture - CA

**Surrounding Zoning**

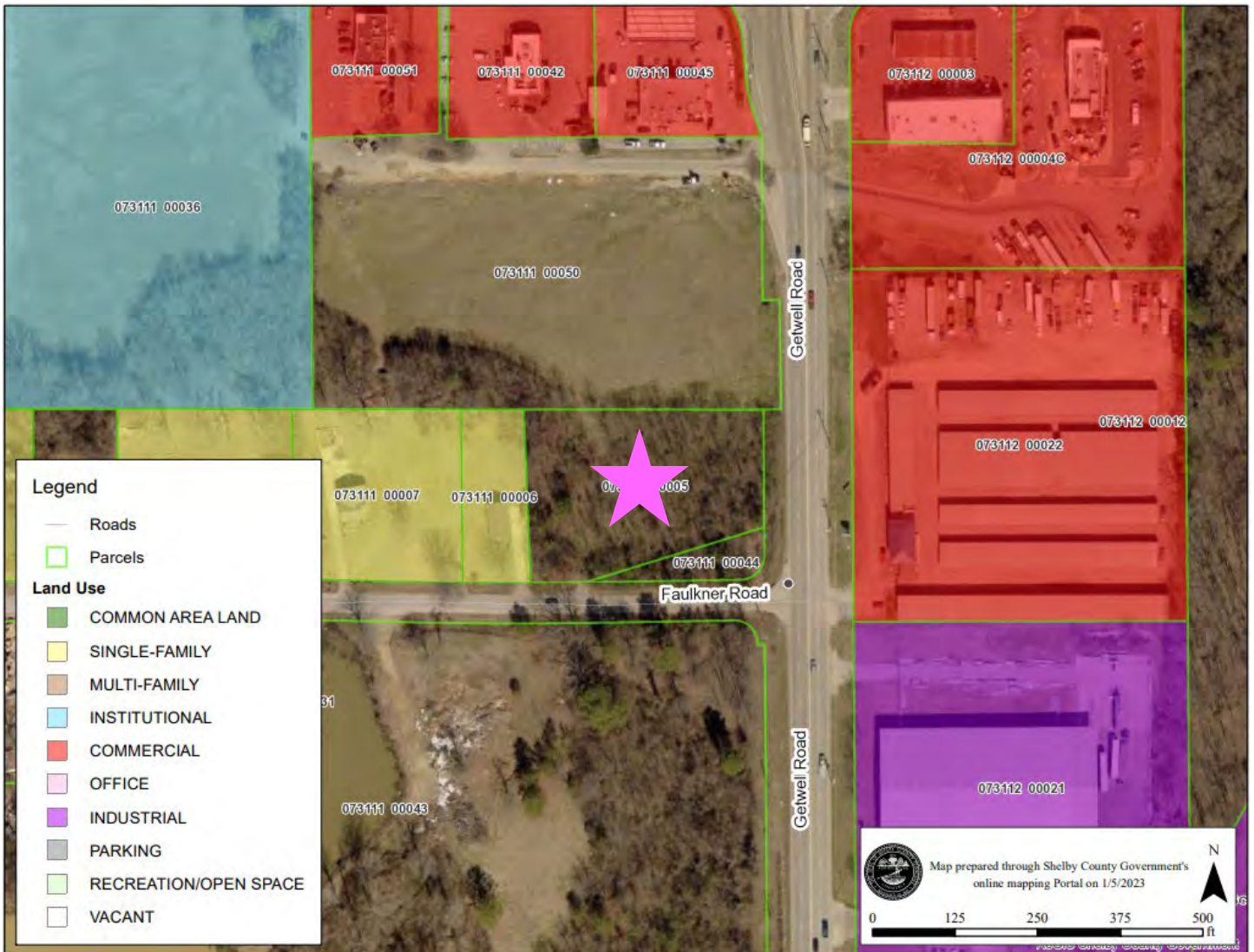
**North:** Commercial Mixed-Use -3 (CMU-3)

**East:** Employment - EMP

**South:** Conservation Agriculture - CA

**West:** Conservation Agriculture - CA

LAND USE MAP



Subject property indicated by a pink star

**SITE PHOTOS**



View of the center of the subject property from Getwell Road looking south



View of the subject property from Getwell Road looking West

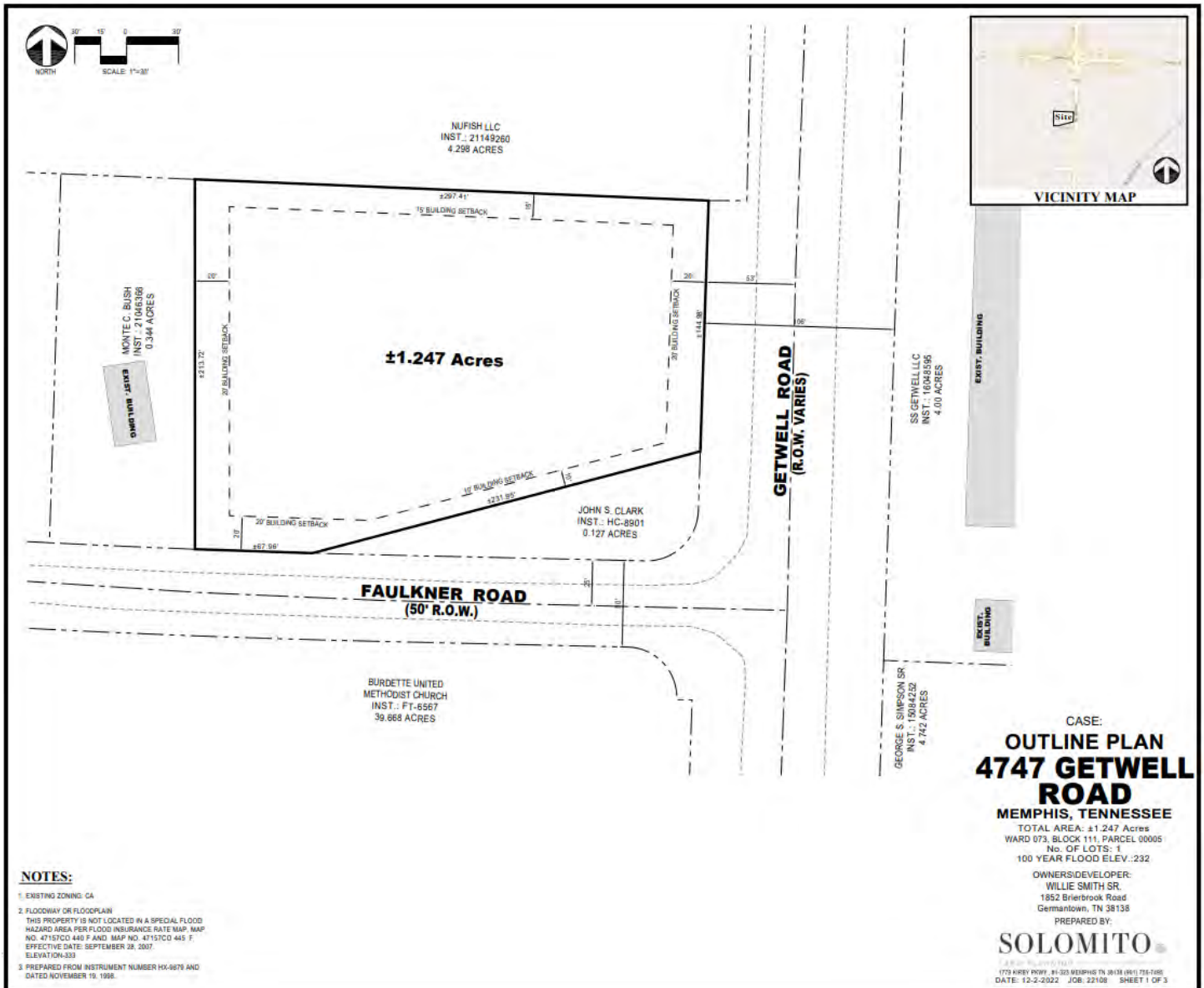


View of the subject property from the corner of Faulkner and Getwell Road looking northwest



View of the subject property from Faulkner Road looking North (Image from 2019)

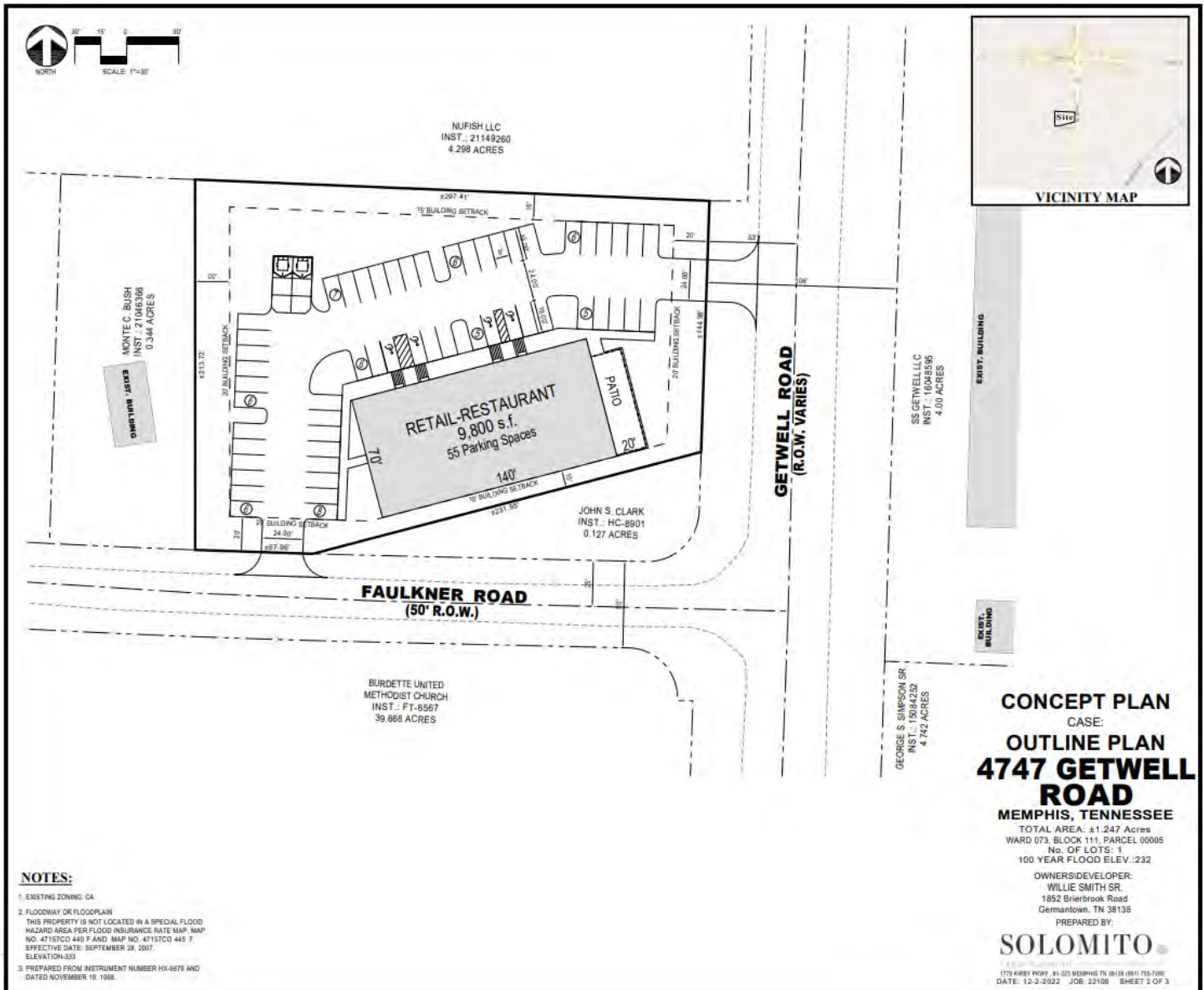
**OUTLINE PLAN**



**NOTES:**  
 1. EXISTING ZONING: CA  
 2. FLOODWAY OR FLOODPLAIN  
 THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA PER FLOOD INSURANCE RATE MAP, MAP NO. 47157CO 448-F AND MAP NO. 47157CO 445-F. EFFECTIVE DATE: SEPTEMBER 28, 2007. ELEVATION: 333  
 3. PREPARED FROM INSTRUMENT NUMBER HX-6679 AND DATED NOVEMBER 19, 1996.

CASE:  
**OUTLINE PLAN**  
**4747 GETWELL ROAD**  
**MEMPHIS, TENNESSEE**  
 TOTAL AREA: ±1.247 Acres  
 WARD 073, BLOCK 111, PARCEL 00005  
 No. OF LOTS: 1  
 100 YEAR FLOOD ELEV.: 232  
 OWNERS/DEVELOPER:  
 WILLIE SMITH SR.  
 1352 Briarbrook Road  
 Germantown, TN 38138  
 PREPARED BY:  
**SOLOMITO**  
1773 KIRBY POYB, #1-303 MEMPHIS TN 38108 (901) 755-1085  
 DATE: 12-2-2022 JOB: 22108 SHEET 1 OF 3

CONCEPT PLAN



**NOTES:**  
 1. EXISTING ZONING: CA  
 2. FLOODWAY OR FLOODPLAIN  
 THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA PER FLOOD INSURANCE RATE MAP, MAP NO. 47157CO 445-F AND MAP NO. 47157CO 445-F, EFFECTIVE DATE: SEPTEMBER 28, 2007. ELEVATION: 333  
 3. PREPARED FROM INSTRUMENT NUMBER HV-6075 AND DATED NOVEMBER 19, 1998.

**CONCEPT PLAN**  
 CASE:  
**OUTLINE PLAN**  
**4747 GETWELL ROAD**  
**MEMPHIS, TENNESSEE**  
 TOTAL AREA: 41.247 Acres  
 WARD 073, BLOCK 111, PARCEL 00005  
 No. OF LOTS: 1  
 100 YEAR FLOOD ELEV.: 232  
 OWNERS/DEVELOPER:  
 WILLIE SMITH SR.  
 1952 Briarbrook Road  
 Germantown, TN 38138  
 PREPARED BY:  
**SOLOMITO**  
 1779 ARREY POWY, #1-323 MEMPHIS TN, 38118 (901) 752-7385  
 DATE: 12-2-2022 JOB: 22108 SHEET 2 OF 3

## STAFF ANALYSIS

### Request

The application, PD general provisions, and letter of intent have been added to this report.

The request is to permit a limited number of CMU-1 uses

### Applicability

Staff agrees the applicability standards and criteria as set out in Section 4.10.2 of the Unified Development Code are or will be met.

#### *4.10.2 Applicability*

*The governing bodies may, upon proper application, grant a special use permit for a planned development (see Chapter 9.6) for a tract of any size within the City or for tracts of at least three acres in unincorporated Shelby County to facilitate the use of flexible techniques of land development and site design, by providing relief from district requirements designed for conventional developments, and may establish standards and procedures for planned developments in order to obtain one or more of the following objectives:*

- A. Environmental design in the development of land that is of a higher quality than is possible under the regulations otherwise applicable to the property.*
- B. Diversification in the uses permitted and variation in the relationship of uses, structures, open space and height of structures in developments intended as cohesive, unified projects.*
- C. Functional and beneficial uses of open space areas.*
- D. Preservation of natural features of a development site.*
- E. Creation of a safe and desirable living environment for residential areas characterized by a unified building and site development program.*
- F. Rational and economic development in relation to public services.*
- G. Efficient and effective traffic circulation, both within and adjacent to the development site, that supports or enhances the approved transportation network.*
- H. Creation of a variety of housing compatible with surrounding neighborhoods to provide a greater choice of types of environment and living units.*
- I. Revitalization of established commercial centers of integrated design in order to encourage the rehabilitation of such centers in order to meet current market preferences.*
- J. Provision in attractive and appropriate locations for business and manufacturing uses in well-designed buildings and provision of opportunities for employment closer to residence with a reduction in travel time from home to work.*
- K. Consistency with the Memphis 3.0 General Plan.*

### General Provisions

Staff agrees the general provisions standards and criteria as set out in Section 4.10.3 of the Unified Development Code are or will be met.

#### *4.10.3 General Provisions*

*The governing bodies may grant a special use permit for a planned development which modifies the applicable district regulations and other regulations of this development code upon written findings and recommendations of the Land Use Control Board and the Planning Director which shall be forwarded pursuant to provisions contained in this Chapter.*



- A. *The proposed development will not unduly injure or damage the use, value and enjoyment of surrounding property nor unduly hinder or prevent the development of surrounding property in accordance with the current development policies and plans of the City and County.*
- B. *An approved water supply, community waste water treatment and disposal, and storm water drainage facilities that are adequate to serve the proposed development have been or will be provided concurrent with the development.*  
By providing a limited number of CMU-1 uses and designing the site so as to not negatively impact the surrounding properties, this site will be developed in a compatible manner and ample landscaping and buffering.
- C. *The location and arrangement of the structures, parking areas, walks, lighting and other service facilities shall be compatible with the surrounding land uses, and any part of the proposed development not used for structures, parking and loading areas or access way shall be landscaped or otherwise improved except where natural features are such as to justify preservation.*
- D. *Any modification of the district standards that would otherwise be applicable to the site are warranted by the design of the outline plan and the amenities incorporated therein, and are not inconsistent with the public interest.*
- E. *Homeowners' associations or some other responsible party shall be required to maintain any and all common open space and/or common elements.*
- F. *Lots of record are created with the recording of a planned development final plan.*

### **Commercial or Industrial Criteria**

Staff agrees the additional planned commercial or industrial development criteria as set out in Section 4.10.5 of the Unified Development Code are or will be met.

#### *4.10.5 Planned Commercial or Industrial Developments*

*Approval of a planned commercial or industrial development may be issued by the governing bodies for buildings or premises to be used for the retail sale of merchandise and services, parking areas, office buildings, hotels and motels and similar facilities ordinarily accepted as commercial center uses and those industrial uses which can be reasonably be expected to function in a compatible manner with the other permitted uses in the area. In addition to the applicable standards and criteria set forth in Section 4.10.3, planned commercial or industrial developments shall comply with the following standards:*

- A. *Screening*  
*When commercial or industrial structures or uses in a planned commercial or industrial development abut a residential district or permitted residential buildings in the same development, screening may be required by the governing bodies.*
- B. *Display of Merchandise*  
*All business, manufacturing and processing shall be conducted, and all merchandise and materials shall be displayed and stored, within a completely enclosed building or within an open area which is completely screened from the view of adjacent properties and public rights-of-way, provided, however, that when an automobile service station or gasoline sales are permitted in a planned commercial development, gasoline may be sold from pumps outside of a structure.*
- C. *Accessibility*  
*The site shall be accessible from the proposed street network in the vicinity which will be adequate to carry the anticipated traffic of the proposed development. The streets and driveways on the site of the proposed development shall be adequate to serve the enterprises located in the proposed development.*

**D. Landscaping**

*Landscaping shall be required to provide screening of objectionable views of uses and the reduction of noise. High-rise buildings shall be located within the development in such a way as to minimize any adverse impact on adjoining low-rise buildings.*

**Approval Criteria**

Staff agrees the approval criteria as set out in Section 9.6.9 of the Unified Development Code are being met.

**9.6.9 Approval Criteria**

*No special use permit or planned development shall be approved unless the following findings are made concerning the application:*

- A. The project will not have a substantial or undue adverse effect upon adjacent property, the character of the neighborhood, traffic conditions, parking, utility facilities and other matters affecting the public health, safety, and general welfare.*
- B. The project will be constructed, arranged and operated so as to be compatible with the immediate vicinity and not interfere with the development and use of adjacent property in accordance with the applicable district regulations.*
- C. The project will be served adequately by essential public facilities and services such as streets, parking, drainage, refuse disposal, fire protection and emergency services, water and sewers; or that the applicant will provide adequately for such services.*
- D. The project will not result in the destruction, loss or damage of any feature determined by the governing bodies to be of significant natural, scenic or historic importance.*
- E. The project complies with all additional standards imposed on it by any particular provisions authorizing such use.*
- F. The request will not adversely affect any plans to be considered (see Chapter 1.9), or violate the character of existing standards for development of the adjacent properties.*
- G. The governing bodies may impose conditions to minimize adverse effects on the neighborhood or on public facilities, and to insure compatibility of the proposed development with surrounding properties, uses, and the purpose and intent of this development code.*
- H. Any decision to deny a special use permit request to place, construct, or modify personal wireless service facilities shall be in writing and supported by substantial evidence contained in a written record, per the Telecommunications Act of 1996, 47 USC 332(c)(7)(B)(iii). The review body may not take into account any environmental or health concerns.*

**Site Description**

The subject property is +/-1.247 acres located on the west side of Getwell Road – approximately 525 feet south of East Shelby Drive. The site is currently a vacant lot with a Conservation Agriculture- CA zoning designation. There is an existing curb cut in disrepair on the Faulkner Road frontage (68.3 feet) but nothing along the Getwell Road frontage (144.7 feet). The parcel has overhead powerlines along Getwell Road and has been largely cleared of all vegetation/tree canopy. The property abuts the Faulkner Subdivision and is adjacent to EMP zoning across the street and CMU-3 zoning to the north.

**Site Plan Review**

- Retail/ Restaurant as a principal use is not permitted by right
- Total parking required 33, provided 55

- No open space calculation was given
- No landscape buffer is being proposed per the outline plan or concept plan
- The parking setback of at least 10 feet is met.
- Building setbacks appear to meet CMU-1 bulk regulations

### **Conclusions**

The applicant is requesting a Planned Development with a limited number of CMU-1 uses as listed by the outline plan conditions.

A retail/restaurant as a principal use is not permitted by right under the current zoning but will be under the outline plan conditions.

The subject property is currently vacant, and the planned development will create more desirable infill development.

Currently the property has been cleared of vegetation, so the proposed landscaping as seen in the outline plan is inaccurate.

The proposed development will not unduly injure or damage the use, value and enjoyment of surrounding property nor unduly hinder or prevent the development of surrounding property in accordance with the current development policies and plans of the City and County.

The location and arrangement of the structures, parking areas, walks, lighting and other service facilities are compatible with the surrounding land uses.

### **RECOMMENDATION**

Staff recommends approval with site and outline plan conditions.

### **Outline Plan Conditions**

Smith Family Planned Development  
Proposed Outline Plan Conditions  
January 4, 2023

#### **I. Uses Permitted**

##### **A. The following Uses are permitted**

1. Single-Family Detached Conventional, Side Yard House Cottage, Single-Family Attached Semi-attached, and Two-Family Townhouse.
2. Multifamily Large Home
3. Stacked Townhouse Apartment

4. Upper-Story Residential Live/Work
5. Nursing Home, Full-time Convalescent, Hospice, Assisted Living Facility, Residential Home for the Elderly, Independent Living Facility
6. Personal Care Home for the Elderly Supportive Living Facility
7. Police, Fire, EMS Substation
8. Neighborhood Arts Center or Similar Community Facility (public) Philanthropic Institution
9. Places of worship and off-site parking for places of worship
10. Social service institutions
11. Restaurants, including restaurants or other retail with a drive thru.
12. Retail sales and services
13. Personal Services including Hair, nail, tanning, massage therapy and personal care service, barber shop or beauty salon.
14. Offices
15. Bakery, Retail

B. The following uses are strictly prohibited.

1. Payday loans, title loans and flexible loan plan establishments
2. Pawn shop
3. Tattoo, Palmist, Psychic or Medium
4. Vapor shop
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6. Drive-in theater
7. Campground
8. Undertaking establishment
9. Garbage/refuse collection
10. Adult entertainment
11. Landfill
12. Off-premise advertising sign
13. Manufacture of chemical, cosmetic, drug, soap, paints, fertilizer, abrasive products, fabricated metal products/machinery or other products which create noxious fumes boat rental, sales, or storage.
14. Tavern, cocktail lounge or night club
15. Outdoor sales

II. Bulk Regulations

- A. The development shall comply with the bulk requirements of the Commercial Mixed Use (CMU-1) District.

III. Access, Parking and Circulation

- A. One curb cut is permitted on Getwell Road and one curb cut is permitted on Faulkner.

- B. The design and location of the curb cut shall be approved by the City Engineer.
- C. Internal circulation between adjacent phases, lots, sections shall be provided.
- D. The minimum sight distance and geometry requirements for public streets shall comply with the Unified Development Code.
- E. All required parking shall be as illustrated on the final plat. No parking shall be allowed on any adjacent lots or parcels.
- F. Adequate queuing spaces in accordance with the Unified Development Code shall be provided between any gate/guardhouse/card reader for vehicles to exit by forward motion.
- G. Adequate maneuvering room shall be provided between the right-of-way and the gate/guardhouse/card reader for vehicles to exit by forward motion.

#### IV. Drainage

- A. Drainage improvements, including possible on-site detention, to be provided under contract in accordance with the City of Memphis Drainage Design Manual.
- B. This project must be evaluated by the Tennessee Department of Health and Environment regarding their jurisdiction over the watercourses on this site in accordance with the Water Quality Control Act of 1977 as amended (TCA 69-3-101 et seq).
- C. All drainage plans shall be subject to the City/County Engineer's Office review and approval.
- D. All drainage emanating on-site shall be private in nature and no easements will be accepted.
- E. All commons, open areas, private streets, private sewers and private drainage shall be owned and maintained by a property owners association. A statement to this effect shall appear on the final plat.
- F. The following note shall be placed on the final plat of any development requiring on-site storm water detention facilities: The areas denoted by "Reserved for Storm Water Detention" shall not be used as a building site or filled without first obtaining written permission from the City and/or County Engineer. The storm water detention systems located in these areas, except for those parts located in a public drainage easement, shall be owned and maintained by the property owner and/or property owners' association. Such maintenance shall be performed so as to ensure that the system operates in accordance with the approved plan on file in the City and/or County Engineer's Office. Such maintenance shall include, but not be limited to removal of sedimentation, fallen objects, debris and trash, mowing, outlet cleaning, and repair of drainage structures.

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- A. Landscaping shall be provided as illustrated on the Final Site Plan and Landscape Plan.

- B. Dumpsters shall be enclosed on all four sides with wood, brick, or other solid materials as approved by the Office of Planning and Development.
- C. Lighting shall be directed to not glare onto residential property or onto traffic on Malone Road.

VI. Signs

- A. Signage shall be in conformance with the CMU-1 District regulations.

VII. The Land Use Control Board may modify the bulk, access, parking, landscaping and sign requirements if equivalent alternatives are presented; provided, however, any adjacent property owner who is dissatisfied with the modifications of the Land Use Control Board hereunder may, within ten days of such action, file a written appeal to the Director of the Office of Planning and Development, to have such action reviewed by the appropriate Governing Bodies.

VIII. A final plan shall be filed within five (5) years of approval of the outline plan. The Land Use Control Board may grant extensions at the request of the applicant.

IX. A final site plan will be submitted for administrative approval to finalize the elevations, building materials, circulation, landscaping, parking, location of the building, etc.

X. Any final plan shall include the following:

- A. The outline plan conditions.
- B. A standard subdivision contract as defined by the Subdivision Regulations for any needed public improvements.
- C. The exact location and dimensions, including height of all building or buildable areas, parking areas, drives, loading spaces and facilities, elevations, required landscaping, trash receptacles and signs, etc...
- D. The number of parking spaces.
- E. The location and ownership, whether public or private, of any easement.
- F. A statement conveying all common facilities and areas to a property owners association, or other entity, for ownership and maintenance purposes.
- G. The 100-year flood elevation.
- H. A lighting plan detailing the location, height, style, direction, etc. of all outdoor lighting and a photometric plan shall be submitted for administrative review and approval by the Division of Planning and Development.

## DEPARTMENTAL COMMENTS

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

### **City/County Engineer:**

1. Standard Public Improvement Contract or Right-Of-Way Permit as required in Section 5.5.5 of the Unified Development Code.

### **Sewers:**

2. City sanitary sewers are available to serve this development.
3. All sewer connections must be designed and installed by the developer. This service is no longer offered by the Public Works Division.
4. An overall sewer plan for the entire site shall be submitted to the City Engineer prior to approval of the first final plat.

### **Roads:**

5. The Developer shall be responsible for the repair and/or replacement of all existing curb and gutter along the frontage of this site as necessary.
6. All existing sidewalks and curb openings along the frontage of this site shall be inspected for ADA compliance. The developer shall be responsible for any reconstruction or repair necessary to meet City standards.
7. Improve and dedicate 54' from centerline for Getwell Rd.

### **Traffic Control Provisions:**

8. The developer shall provide a traffic control plan to the city engineer that shows the phasing for each street frontage during demolition and construction of curb gutter and sidewalk. Upon completion of sidewalk and curb and gutter improvements, a minimum 5-foot-wide pedestrian pathway shall be provided throughout the remainder of the project. In the event that the existing right of way width does not allow for a 5-foot clear pedestrian path, an exception may be considered.
9. Any closure of the right of way shall be time limited to the active demolition and construction of sidewalks and curb and gutter. Continuous unwarranted closure of the right of way shall not be allowed for the duration of the project. The developer shall provide on the traffic control plan, the time needed per phase to complete that portion of the work. Time limits will begin on the day of closure and will be monitored by the Engineering construction inspectors on the job.
10. The developer's engineer shall submit a Trip Generation Report that documents the proposed land use, scope and anticipated traffic demand associated with the proposed development. A detailed Traffic Impact Study will be required when the accepted Trip Generation Report indicates that the number for projected trips meets or exceeds the criteria listed in Section 210-Traffic Impact Policy for Land Development of the City of Memphis Division of Engineering Design and Policy Review Manual. Any required Traffic Impact Study will need to be formally approved by the City of Memphis, Traffic Engineering Department.

**Curb Cuts/Access:**

11. The City Engineer shall approve the design, number, and location of curb cuts.
12. Any existing nonconforming curb cuts shall be modified to meet current City Standards or closed with curb, gutter, and sidewalk.

**Drainage:**

13. A grading and drainage plan for the site shall be submitted to the City Engineer for review and approval prior to recording of the final plat.
14. Drainage improvements, including possible on-site detention, shall be provided under a Standard Subdivision contract in accordance with Unified Development Code and the City of Memphis/Shelby County Storm Water Management Manual.
15. Drainage data for assessment of on-site detention requirements shall be submitted to the City Engineer.
16. The following note shall be placed on the final plat of any development requiring on-site storm water detention facilities: The areas denoted by "Reserved for Storm Water Detention" shall not be used as a building site or filled without first obtaining written permission from the City and/or County Engineer. The storm water detention systems located in these areas, except for those parts located in a public drainage easement, shall be owned and maintained by the property owner and/or property owners' association. Such maintenance shall be performed so as to ensure that the system operates in accordance with the approved plan on file in the City and/or County Engineer's Office. Such maintenance shall include, but not be limited to removal of sedimentation, fallen objects, debris and trash, mowing, outlet cleaning, and repair of drainage structures.
17. A pro-rata Fee for major drainage improvements may be required by a phased development.
18. All drainage emanating on-site shall be private in nature and no public easements will be accepted.
19. The developer should be aware of his obligation under 40 CFR 122.26(b)(14) and TCA 69-3-101 et. seq. to submit a Notice of Intent (NOI) to the Tennessee Division of Water Pollution Control to address the discharge of storm water associated with the clearing and grading activity on this site.

**Site Plan Notes:**

20. Provide internal circulation between adjacent phases, lots, and sections. Common ingress/egress easements shall be shown on the final plats.
21. Residential lots with individual curb cuts to an arterial street must have a minimum 100 feet, a minimum lot depth of 150 feet, and provide an on-site turn around area permitting egress by forward motion. A note to this effect shall appear on the final plat in accordance with Section 403.4.A of the Unified Development Code.
22. Adequate queuing spaces in accordance with section 4.4.8 of the UDC shall be provided between the street right-of-way line and any proposed gate/guardhouse/card reader.



23. Adequate maneuvering room shall be provided between the right-of-way and the gate/guardhouse/card reader for vehicles to exit by forward motion.

**General Notes:**

24. The width of all existing off-street sewer easements shall be widened to meet current city standards.

25. No other utilities or services may occupy sanitary sewer easements in private drives and yards except for crossings.

26. All connections to the sewer shall be at manholes only.

27. All commons, open areas, lakes, drainage detention facilities, private streets, private sewers and private drainage systems shall be owned and maintained by a Property Owner's Association. A statement to this effect shall appear on the final plat.

28. Required landscaping shall not be placed on sewer or drainage easements.

**City/County Fire Division:**

- All design and construction shall comply with the 2021 edition of the International Fire Code (as locally amended) and referenced standards.
- Fire apparatus access shall comply with section 503. Where security gates are installed that affect required fire apparatus access roads, they shall comply with section 503.6 (as amended).
- Fire protection water supplies (including fire hydrants) shall comply with section 507.
- Where fire apparatus access roads or a water supply for fire protection are required to be installed, such protection shall be installed and made serviceable prior to and during the time of construction except when approved alternate methods of protection are provided.
- IFC 510 In-building two-way emergency responder communication coverage shall be provided in all new and existing buildings. Buildings and structures that cannot support the required level of coverage shall be equipped with systems and components to enhance signals and achieve the required level of communication coverage.
- A detailed plans review will be conducted by the Memphis Fire Prevention Bureau upon receipt of complete construction documents. Plans shall be submitted to the Shelby County Office of Code Enforcement.

**City Real Estate:** No comments received.

**City/County Health Department:** No comments received.

**Shelby County Schools:** No comments received.

**Construction Code Enforcement:** No comments received.

**Memphis Light, Gas and Water:** No comments received.

**Office of Sustainability and Resilience:**

**General Comments & Analysis:**

Located in Zone 1 of the Resilience Zone Framework:

Zone 1 areas have the lowest level of development risk and conflict. These areas avoid high risk disaster zones, such as floodplains, and they also do not conflict with sensitive ecological areas. These areas are the most straightforward for development, and development would have the lowest impact on regional resilience. Consider incorporating the protection of ecological assets while balancing the promotion of low-impact site design and compact development typologies in appropriate areas.

The parcel for which the Applicant would like to create a planned development is currently zoned Conservation Agriculture. The types, area, and intensity of land uses in this district are designed to encourage and protect agricultural uses and the conservation of undeveloped areas.

The proposed Outline Plan does show increased impervious surfaces on the lot including one building and a surrounding parking lot.

The submitted Outline Plan and existing condition maps use aerial imagery taken in 2021. These images show a highly vegetated, undeveloped parcel. Recent aerial imagery and Google Street View images from June 2022 show that all trees and leafy vegetation on the parcel have been removed. Such tree removal, if completed without filing a Notice of Intent, would be in violation of the Unified Development Code. In addition, the Applicant submitted proposed conditions stating that landscaping and existing trees to be preserved are indicated on the Outline Plan. The Outline Plan only shows the minimum buffers around the outside boundaries of the planned development.

**Consistent with the Mid-South Regional Resilience Master Plan best practices: Yes**

This planned development request is generally consistent with the Mid-South Regional Resilience Master Plan. The parcel is not located in an area with a high risk for flooding or ecological damage. The proposed land uses are unlikely to have a negative impact on the surrounding environment.

While the Outline Plan is generally consistent, Staff remains concerned regarding the removal of the tree canopy on the site and lack of proposed landscaping conditions. Increasing the impervious area and reducing vegetative cover increases stormwater runoff quantity and velocity. Trees reduce stormwater runoff, improve air quality, improve ecological health, and help reduce the surface temperature in their immediate vicinity (Section 5.7 Trees).

**Consistent with the Memphis Area Climate Action Plan best practices: No**

The proposed planned development is generally not consistent with the Memphis Area Climate Action Plan due to the recent tree removal and lack of conditions addressing tree replacement and plantings in the new development. The Climate Action Plan calls for increasing the urban tree canopy from 37% coverage to 60% coverage countywide by 2050 (Priority Action E.7).

**Recommendations:** Staff recommends the following condition:

- Prior to final site plan approval, the Applicant shall meet or exceed the tree replacement requirements in UDC Section 6.1 Tree Removal.

As landscaping planning moves forward on this planned development, efforts should be made to ensure that the species of trees represented in the tree canopy is diverse and well-maintained. In addition, Staff urges the developer to use Low Impact Development (LID) techniques for managing stormwater runoff, such as using permeable pavers for parking spaces and designing stormwater to flow into landscaped areas.

**Office of Comprehensive Planning:**

**Comprehensive Planning Review of Memphis 3.0 Consistency**

---

This summary is being produced in response to the following application to support the Land Use and Development Services department in their recommendation: LUCB PD 22-21: Airport Adjacent

Site Address/Location: 4747 Getwell Road

Overlay District/Historic District/Flood Zone: Not located in an overlay district, historic district, or flood zone.

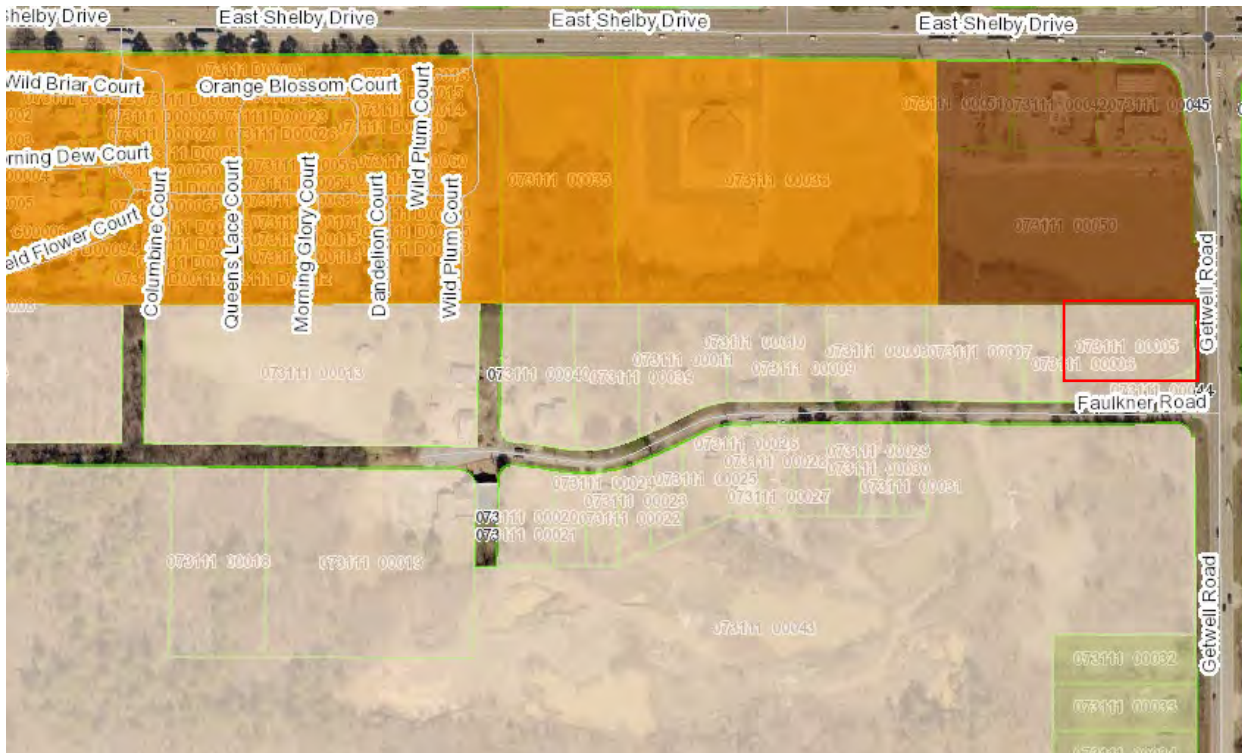
Future Land Use Designation: Primarily Single-Unit Neighborhood (NS)

Street Type: N/A

*The applicant is requesting a planned development to allow CMU-1 uses on the parcel. The applicant intends to develop a retail/restaurant use on the parcel.*

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

**1. Future Land Use Planning Map**



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

**2. Land Use Description/Intent**

Primarily Single-Unit Neighborhood (NS) are residential neighborhoods consisting primarily of single-unit houses that are a Community Anchor. Graphic portrayal of NS is to the right.



not near

**“NS” Form & Location Characteristics**

Primarily detached, House scale buildings, Primarily residential, 1 – 3 stories; Beyond ½ mile from a Community Anchor

**“NS” Zoning Notes**

Generally compatible with the following zone districts: R-E, R-15, R-10, R-8, R-6 in accordance with Form and characteristics listed above.

**Existing, Adjacent Land Use and Zoning**

Existing Land Use and Zoning: Vacant, Conservation Agriculture  
 Adjacent Land Use and Zoning: Vacant, Commercial, CMU-3, RU-3

**Overall Compatibility:** *This requested use is not compatible with the land use description/intent, form and location characteristics, zoning notes, and existing land use and zoning. However, the requested use is consistent with adjacent land use and zoning.*

**Degree of Change Map**



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

**3. Degree of Change Description**

N/A

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

N/A

**5. Pertinent Sections of Memphis 3.0 that Address Land Use Recommendations**

N/A

**Consistency Analysis Summary**

*The applicant is requesting a planned development to allow CMU-1 uses on the parcel. The applicant intends to develop a retail/restaurant use on the parcel.*

*This requested use is not compatible with the land use description/intent, form and location characteristics, zoning notes, and existing land use and zoning. However, the requested use is consistent with adjacent land use and zoning.*

*While, the planned development is not compatible with the future land use, it is consistent with adjacent land use and zoning. Additionally, it will bring infill development to a vacant parcel. Therefore, the request is consistent.*

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

Summary Compiled by: Melanie Batke Olejarczyk, Comprehensive Planning.

APPLICATION



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

LAND USE CONTROL BOARD PLANNED DEVELOPMENT APPLICATION  
TO FILE ONLINE USE THE [DEVELOP 901 CITIZEN PORTAL](#)

Date: 12/08/2022 Previous Case/Docket #: \_\_\_\_\_

PLEASE TYPE OR PRINT

Property Owner of Record: Willie Smith Sr. Phone #: 901-292-1147

Mailing Address: 1852 Brierbrook Rd City/State: Germantown, TN Zip: 38138

Property Owner Email Address: smith9181@bellsouth.net

Applicant: Same Phone #: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City/State: \_\_\_\_\_ Zip: \_\_\_\_\_

Applicant Email Address: \_\_\_\_\_

Representative: Brenda Solomito Basar, Solomito Land Planning Phone #: 901-569-0310

Mailing Address: 1779 Kirby Parkway #1-323 City/State: Memphis, TN Zip: 38138

Representative Email Address: brenda@solomitolandplanning.com

Architect/Engineer/Surveyor: Mark Underwood, Property Solutions Phone #: 901-230-5867

Mailing Address: 784 Dean's Creek Drive City/State: Collierville, TN Zip: 38017

Architect/Engineer/Surveyor Email Address: underwoodm@earthlink.net

**PREMISES LOCATION** (Describe by street address & directional location description, e.g. 200 Johnson Street, North side of Johnson Street, 100 feet east of Brown Street): 4747 Getwell Rd, East of Getwell, North of Faulkner Road

Parcel ID: 073111 00005

Project Name: \_\_\_\_\_

Project Description: Planned development to allow CMU-1 Uses

Did you have a pre-application meeting with the Division of Planning and Development (DPD)?

Planner: \_\_\_\_\_ Date of Meeting: \_\_\_\_\_

Type of Planned Development (PD) (check one)?  New PD  Amendment to Existing PD

Is the development located within the Medical Overlay District or Uptown Special Purpose District (Note these areas do not permit new planned developments)? No (yes or no)

If this development is located in unincorporated Shelby County, is the tract at least three acres (Note a tract of less than three acres is not eligible for a planned development in unincorporated Shelby County)? \_\_\_\_\_ (yes, no, or n/a)

	Area A	Area B	Area C
Acres:	<u>1.247</u>	_____	_____
Existing Use of Property:	<u>Vacant Land</u>	_____	_____
Requested Use of Property:	<u>CMU-1</u>	_____	_____

Is this application in response to a citation, stop work order, or zoning letter? No (yes or no)

If yes, please provide a copy of the citation, stop work order, and/or zoning letter along with any other relevant information: \_\_\_\_\_

**APPROVAL CRITERIA** (UDC Section 9.6.9)

*No planned development shall be approved unless the following findings are made concerning the application:*

A) The project will not have a substantial or undue adverse effect upon adjacent property, the character of the neighborhood, traffic conditions, parking, utility facilities and other matters affecting the public health, safety, and general welfare: \_\_\_\_\_

B) The project will be constructed, arranged and operated so as to be compatible with the immediate vicinity and not interfere with the development and use of adjacent property in accordance with the applicable district regulations: \_\_\_\_\_

C) The project will be served adequately by essential public facilities and services such as streets, parking, drainage, refuse disposal, fire protection and emergency services, water and sewers; or that the applicant will provide adequately for such services: \_\_\_\_\_

LETTER OF INTENT

December 8, 2022

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

Re: Application for Planned Development  
4747 Getwell Rd.

Dear Brett:

We are pleased to submit an application for Planned Development on behalf of the property owner, Mr. Willie Smith. The property is located at the northwest corner of Getwell Road and Faulkner Road just south of East Shelby Drive. The property contains 1.247 acres and is currently zoned Conservation Agriculture (CA). Research of historical aerial photographs indicate the property has never been developed.

The property to the north is zoned CMU-3 and was approved for a Special Use Permit in 2018 (SUP 2018-011). Properties to the east are zoned Employment (EMP) and properties to the south and west are zoned Conservation Agriculture (CA). The small triangle property at the corner is not included in the application since ownership is unclear.

The purpose of this application is to request a Planned Development with limited CMU-1 uses. The approval of this request will provide the neighborhood with neighborhood services. As a part of our research, we consulted with the DPD Comprehensive Planning department and while the future land use for this property is Primarily Single-Unit Neighborhood (NS), CMU-1 uses would be considered.

As a result, this proposal provides for a couple of possible layouts for the property so as to not negatively impact the surrounding single family residential.

**APPROVAL CRITERIA (UDC Section 9.6.9)**

- A) The project will not have a substantial or undue adverse effect upon adjacent property, the character of the neighborhood, traffic conditions, parking, utility facilities and other matters affecting the public health, safety, and general welfare:  
*The existing character of the neighborhood is a mixture of single family residential, warehousing and distribution. The addition of a small neighborhood support center will provide a land use transition and a needed resource for the neighborhood. This proposal will not adversely impact public health, safety, and general welfare.*
  
- B) The project will be constructed, arranged, and operated so as to be compatible with the immediate vicinity and not interfere with the development and use of adjacent property in accordance with the applicable district regulations:  
*By providing a limited number of CMU-1 uses and designing the site so as to not negatively impact the surrounding properties, this site will be developed in a compatible manner and ample landscaping and buffering.*

**SOLOMITO**

LAND PLANNING

brenda@solomitolandplanning.com | 901.755.7495



December 8, 2022  
Page 2

- C) The project will be served adequately by essential public facilities and services such as streets, parking, drainage, refuse disposal, fire protection and emergency services, water, and sewers; or that the applicant will provide adequately for such services:  
***All public services are readily available at the site.***
- D) The project will not result in the destruction, loss or damage of any feature determined by the governing bodies to be of significant natural, scenic, or historic importance:  
***There are no significant natural, scenic, or historic features or characteristics on this site.***
- E) The project complies with all additional standards imposed on it by any particular provisions authorizing such use:  
***This proposal complies with all applicable regulations***
- F) The request will not adversely affect any plans to be considered (see Chapter 1.9), or violate the character of existing standards for development of the adjacent properties:  
***This proposal complies with other plans to be considered.***

**GENERAL PROVISIONS (UDC Section 4.10.3)**

- A) The proposed development will not unduly injure or damage the use, value and enjoyment of surrounding property nor unduly hinder or prevent the development of surrounding property in accordance with the current development policies and plans of the City and County:  
***When developed, this property will not unduly injure or damage the use, value and enjoyment of surrounding property nor unduly hinder or prevent the development of surrounding property in accordance with the current development policies and plans.***
- B) An approved water supply, community wastewater treatment and disposal, and storm water drainage facilities that are adequate to serve the proposed development have been or will be provided concurrent with the development:  
***Adequate public facilities and services exist for this site.***
- C) The location and arrangement of the structures, parking and loading areas, walks, lighting, and other service facilities shall be compatible with the surrounding land uses, and any part of the proposed development not used for such facilities shall be landscaped or otherwise improved except where natural features are such as to justify preservation:  
***As illustrated on the attached site plans, the site has options for the arrangement of parking, access, and other site features. Landscaping will be provided in excess of what is required.***
- D) Any modification of the district standards that would otherwise be applicable to the site are warranted by the design of the outline plan and the amenities incorporated therein, and are not inconsistent with the public interest:  
***Because of the irregular shape of the property, setbacks, building locations and parking have been provided to best fit the site.***

December 8, 2022  
Page 3

E) Homeowners' associations or some other responsible party shall be required to maintain any and all common open space and/or common elements:

***Duly Noted***

F) Lots of record are created with the recording of a planned development final plan:

***Yes***

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

Sincerely,

**SOLOMITO LAND PLANNING**



Brenda Solomito Basar  
Land Planner

**SIGN AFFIDAVIT**

*Wells Sisk*

AFFIDAVIT

Shelby County  
State of Tennessee

I *Shea Bon*, being duly sworn deposes and says that at *7:05* am, pm on the *29th* day of *Dece* he/she posted a Public Notice Sign(s) pertaining to case number *PD 2022-021* at (address) *4747 Crockett*, providing notice of a Public Hearing before the Land Use Control Board *✓*, Memphis City Council *✓*, Shelby County Board of Commissioners for consideration of a proposed land use action (Planned Development \_\_\_\_\_, Use Variance \_\_\_\_\_, Zoning District map Amendment \_\_\_\_\_), a photograph of said sign(s) being attached hereon and a copy of the signs purchase receipt or rental contract attaches hereto.

*Shea Bon* *12-31-22*  
Owner, Applicant or Representative Date

Subscribed and sworn to before me this *31<sup>st</sup>* day of *Dece*, 200*7*.

Notary Public



My Commission Expires: \_\_\_\_\_

**LETTERS RECEIVED**

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



## Record Summary for Planned Development

### Record Detail Information

Record Type: Planned Development

Record Status: Assignment

Opened Date: December 7, 2022

Record Number: PD 2022-021

Expiration Date:

Record Name: Smith Family Planned Development

Description of Work: Request for a Planned Development to permit limited CMU-1 uses.

Parent Record Number:

---

### Address:

4747 GETWELL RD, MEMPHIS 38118

### Owner Information

Primary Owner Name

Y SMITH WILLIE SR

Owner Address

1852 BRIERBROOK RD, GERMANTOWN, TN 38138

Owner Phone

---

### Parcel Information

073111 00005

---

### Data Fields

#### PREAPPLICATION MEETING

Name of DPD Planner

Jeffrey Penzes

Date of Meeting

09/22/2022

#### GENERAL PROJECT INFORMATION

Planned Development Type

New Planned Development (PD)

Previous Docket / Case Number

1947-057 - CO

**GENERAL PROJECT INFORMATION**

Medical Overlay / Uptown No  
If this development is located in unincorporated N/A  
Shelby County, is the tract at least three acres?  
(Note a tract of less than three acres is not  
eligible for a planned development in  
unincorporated Shelby County)  
Is this application in response to a citation, stop No  
work order, or zoning letter  
If yes, please provide a copy of the citation, stop -  
work order, and/or zoning letter along with any  
other relevant information

**APPROVAL CRITERIA**

UDC Sub-Section 9.6.9A See Attached  
UDC Sub-Section 9.6.9B See Attached  
UDC Sub-Section 9.6.9C See Attached  
UDC Sub-Section 9.6.9D See Attached  
UDC Sub-Section 9.6.9E See Attached  
UDC Sub-Section 9.6.9F See Attached

**GENERAL PROVISIONS**

UDC Sub-Section 4.10.3A See Attached  
B) An approved water supply, community waste See Attached  
water treatment and disposal, and storm water  
drainage facilities that are adequate to serve the  
proposed development have been or will be  
provided concurrent with the development  
C) The location and arrangement of the See Attached  
structures, parking and loading areas, walks,  
lighting and other service facilities shall be  
compatible with the surrounding land uses, and  
any part of the proposed development not used  
for such facilities shall be landscaped or  
otherwise improved except where natural  
features are such as to justify preservation  
D) Any modification of the district standards that See Attached  
would otherwise be applicable to the site are  
warranted by the design of the outline plan and  
the amenities incorporated therein, and are not  
inconsistent with the public interest  
E) Homeowners' associations or some other Yes  
responsible party shall be required to maintain  
any and all common open space and/or common  
elements  
F) Lots of record are created with the recording Yes  
of a planned development final plan

**GIS INFORMATION**

Central Business Improvement District No  
Case Layer BOA1947-057-CO

**GIS INFORMATION**

Class	R
Downtown Fire District	No
Historic District	-
Land Use	VACANT
Municipality	MEMPHIS
Overlay/Special Purpose District	-
Zoning	CA
State Route	1
Lot	-
Subdivision	-
Planned Development District	-
Wellhead Protection Overlay District	-

---

**Contact Information**

<b>Name</b>	<b>Contact Type</b>
SMITH WILLIE SR	APPLICANT

**Address**

**Phone**

(901)292-1147

---

**Fee Information**

Invoice #	Fee Item	Quantity	Fees	Status	Balance	Date Assessed
1434570	Credit Card Use Fee (.026 x fee)	1	0.00	INVOICED	0.00	12/07/2022
1434651	Planned Development - 5 acres or less	1	1,500.00	INVOICED	0.00	12/08/2022

Total Fee Invoiced: \$1,500.00

Total Balance: \$0.00

---

**Payment Information**

<b>Payment Amount</b>	<b>Method of Payment</b>
\$1,500.00	Check



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

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

**LAND USE CONTROL BOARD PLANNED DEVELOPMENT APPLICATION  
TO FILE ONLINE USE THE [DEVELOP 901 CITIZEN PORTAL](#)**

Date: 12/08/2022

Previous Case/Docket #: \_\_\_\_\_

PLEASE TYPE OR PRINT

Property Owner of Record: Willie Smith Sr. Phone #: 901-292-1147

Mailing Address: 1852 Brierbrook Rd City/State: Germantown, TN Zip: 38138

Property Owner Email Address: smith9181@bellsouth.net

Applicant: Same Phone #: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City/State: \_\_\_\_\_ Zip: \_\_\_\_\_

Applicant Email Address: \_\_\_\_\_

Representative: Brenda Solomito Basar, Solomito Land Planning Phone #: 901-569-0310

Mailing Address: 1779 Kirby Parkway #1-323 City/State: Memphis, TN Zip: 38138

Representative Email Address: brenda@solomitolandplanning.com

Architect/Engineer/Surveyor: Mark Underwood, Property Solutions Phone #: 901-230-5867

Mailing Address: 784 Dean's Creek Drive City/State: Collierville, TN Zip: 38017

Architect/Engineer/Surveyor Email Address: underwoodm@earthlink.net

**PREMISES LOCATION** (Describe by street address & directional location description, e.g. 200 Johnson Street, North side of Johnson Street, 100 feet east of Brown Street): 4747 Getwell Rd, East of Getwell, North of Faulkner Road

Parcel ID: 073111 00005

Project Name: \_\_\_\_\_

Project Description: Planned development to allow CMU-1 Uses

**Did you have a pre-application meeting with the Division of Planning and Development (DPD)?**

Planner: \_\_\_\_\_ Date of Meeting: \_\_\_\_\_



Type of Planned Development (PD) (check one)?  New PD  Amendment to Existing PD

Is the development located within the Medical Overlay District or Uptown Special Purpose District (Note these areas do not permit new planned developments)? No (yes or no)

If this development is located in unincorporated Shelby County, is the tract at least three acres (Note a tract of less than three acres is not eligible for a planned development in unincorporated Shelby County)? \_\_\_\_\_ (yes, no, or n/a)

	Area A	Area B	Area C
Acres:	<u>1.247</u>	_____	_____
Existing Use of Property:	<u>Vacant Land</u>	_____	_____
Requested Use of Property:	<u>CMU-1</u>	_____	_____

Is this application in response to a citation, stop work order, or zoning letter? No (yes or no)

If yes, please provide a copy of the citation, stop work order, and/or zoning letter along with any other relevant information: \_\_\_\_\_

**APPROVAL CRITERIA** (UDC Section 9.6.9)

*No planned development shall be approved unless the following findings are made concerning the application:*

A) The project will not have a substantial or undue adverse effect upon adjacent property, the character of the neighborhood, traffic conditions, parking, utility facilities and other matters affecting the public health, safety, and general welfare: \_\_\_\_\_

B) The project will be constructed, arranged and operated so as to be compatible with the immediate vicinity and not interfere with the development and use of adjacent property in accordance with the applicable district regulations: \_\_\_\_\_

C) The project will be served adequately by essential public facilities and services such as streets, parking, drainage, refuse disposal, fire protection and emergency services, water and sewers; or that the applicant will provide adequately for such services: \_\_\_\_\_

D) The project will not result in the destruction, loss or damage of any feature determined by the governing bodies to be of significant natural, scenic or historic importance: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

E) The project complies with all additional standards imposed on it by any particular provisions authorizing such use: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

F) The request will not adversely affect any plans to be considered (see Chapter 1.9), or violate the character of existing standards for development of the adjacent properties: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**GENERAL PROVISIONS (UDC Section 4.10.3)**

*No planned development shall be approved unless the following findings are made concerning the application:*

A) The proposed development will not unduly injure or damage the use, value and enjoyment of surrounding property nor unduly hinder or prevent the development of surrounding property in accordance with the current development policies and plans of the City and County: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

B) An approved water supply, community waste water treatment and disposal, and storm water drainage facilities that are adequate to serve the proposed development have been or will be provided concurrent with the development: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- C) The location and arrangement of the structures, parking and loading areas, walks, lighting and other service facilities shall be compatible with the surrounding land uses, and any part of the proposed development not used for such facilities shall be landscaped or otherwise improved except where natural features are such as to justify preservation: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
- D) Any modification of the district standards that would otherwise be applicable to the site are warranted by the design of the outline plan and the amenities incorporated therein, and are not inconsistent with the public interest: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
- E) Homeowners’ associations or some other responsible party shall be required to maintain any and all common open space and/or common elements: \_\_\_\_\_
- F) Lots of record are created with the recording of a planned development final plan: \_\_\_\_\_

**LAND USE CONTROL BOARD PLANNED DEVELOPMENT APPLICATION GUIDE**

To file online use the Develop 901 Citizen Portal: [www.aca-prod.accela.com/SHELBYCO/Default](http://www.aca-prod.accela.com/SHELBYCO/Default)

**GENERAL INFORMATION**

**UNIFIED DEVELOPMENT CODE (UDC) REFERENCES FOR PLANNED DEVELOPMENTS:**

- a) Planned Development – UDC Chapter 9.6 and Section 9.6.11
- b) Planned Development Amendment – UDC Paragraph 9.6.11E(1)

**PRE-APPLICATION MEETING** – This is a meeting in which the Division of Planning and Development Land Use and Development Services discusses the procedures, standards, and regulations required of a request in accordance with the Unified Development Code with the applicant(s) and/or their representative(s), see Section 9.3.1 of [Unified Development Code](#) for additional information. To schedule a pre-application meeting please call Land Use and Development Services at (901) 636-6619.

**APPLICATION REVIEW PROCESS** – [Click here](#) to view a flowchart that explains the review process by application type, as well as the expected review time for each.

**NEIGHBORHOOD MEETING** – At least ten (10) days, but not more than one hundred twenty (120) days, prior to a hearing before the Land Use Control Board, the applicant shall provide an opportunity to discuss the proposal with representatives from neighborhoods adjacent to the development site, see Section 9.3.2 of the [Unified Development Code](#) for additional information, procedures, standards, and requirements.

**APPLICATION DEADLINES** – A link to the Applications Deadlines Calendar can be found on the Land Use and Development Services’ [webpage](#).

**APPLICATION ASSISTANCE** – [Click here](#) to view a list of firms and individuals who frequently provide assistance with the filing of applications with the Division of Planning and Development.

**FILING FEE(S)** – See the [Fee Schedule](#). Make checks payable to “M/SC Division of Planning and Development”

**POSTED NOTICE** – Posting sign(s) may be required, refer to Sub-Sections 9.3.4A and 9.3.4C of the [Unified Development Code](#) for specific requirements. If posted notice is required, the sign [affidavit](#) and a photograph of each sign on the subject property are also mandatory. [Download](#) templates of the sign in a PowerPoint document. [Click here](#) for a list of companies that may be able to produce posted notice signs.

### **REQUIRED DOCUMENTS**

As part of the application, the following documents are required to be submitted:

**LETTER OF INTENT** – A brief narrative statement generally describing the nature, location, and extent of the development and the market it is intended to serve.

**OUTLINE PLAN** – An outline plan consists of the following documents:

- A. CONCEPT PLAN** – In general, a drawing of the subject property drawn to an engineering scale, showing property boundary lines and dimensions, existing utilities and easements, roadways, rail lines and public rights-of-way, crossing and adjacent to the subject property; the proposed height, dimensions, and arrangements of buildings on the property; the location of points of ingress to and egress (driveways), parking lots and loading areas on the site, any proposed substantial re-grading of the site and any significant topographical or physical features of the site including water courses or ponds; etc.
- B. LANDSCAPE PLAN** – A detailed diagram that includes the specific location and spacing of plant materials. All plant materials shall be identified in a planting schedule chart that indicates the symbol, quantity, common name, botanical name, and minimum size at planting—caliper and height.
- C. PROPOSED OUTLINE PLAN CONDITIONS IN WORD** – The proposed outline plan conditions must be submitted in the Microsoft Word format.

**VICINITY MAP** – Map showing the subject property (boldly outlined) and all adjacent parcel owners. Refer to Sub-Section 9.3.4A of the [Unified Development Code](#) for specific notification requirements. Note two hardcopy sets of sticky labels must be provided and shall be dropped off at Suite 477 in City Hall, 125 N Main Street, Memphis, TN 38103. [Public Notice Tool User Guide](#).

**MAILING LABELS OF NAMES AND ADDRESSES** – A complete list of names and mailing addresses, of all property owners shown on the vicinity map, typewritten, and formatted as 1" x 2 5/8" labels (Avery 5160). Additionally, include the application property owner of record, applicant, representative, and/or Architect/Engineer/Surveyor. [Public Notice Tool User Guide](#).

**DEED(S)** – Most recent deed(s) on file with [Shelby County Register of Deeds](#).

**OWNER AFFIDAVIT** – [Affidavit of ownership or owner designee](#).

**Additional documents may be required prior to approval including, but not limited, to:**

**ELEVATIONS** – Building elevations may be required upon request by the Division of Planning and Development. Factors that will be taken into consideration by the Division of Planning and Development in its determination that building elevations are required are surrounding land uses, frontage requirements, proximity of the requested building(s) to the public right-of-way, conditions, etc.

Whenever a statement of ownership is required by the Memphis and Shelby County Unified Development Code, full disclosure of all legal and equitable interest in the property is required. Memphis and Shelby County Unified Development Code Section 12.3.1.

I, Stellie Smith state that I have read the definition of "Owner" as outlined in the Memphis and Shelby County Unified Development Code Section 12.3.1 and hereby state that (select applicable box):

I am the owner of record as shown on the current tax rolls of the county Assessor of Property; the mortgage holder of record as shown in the mortgage records of the county Register of Deeds; purchaser under a land contract; a mortgagee or vendee in possession; or I have a freehold or lesser estate in the premises

I have charge, care or control of the premises as trustee, agent, executor, administrator, assignee, receiver, guardian or lessee (and have included documentation with this affidavit)

of the property located at 4747 Getwell Rd and further identified by Assessor's Parcel Number 07311 00005, for which an application is being made to the Division of Planning and Development.

Subscribed and sworn to (or affirmed) before me this 19th day of Oct in the year of 2020

Amanda P. Hood  
Signature of Notary Public



December 8, 2022

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

Re: Application for Planned Development  
4747 Getwell Rd.

Dear Brett:

We are pleased to submit an application for Planned Development on behalf of the property owner, Mr. Willie Smith. The property is located at the northwest corner of Getwell Road and Faulkner Road just south of East Shelby Drive. The property contains 1.247 acres and is currently zoned Conservation Agriculture (CA). Research of historical aerial photographs indicate the property has never been developed.

The property to the north is zoned CMU-3 and was approved for a Special Use Permit in 2018 (SUP 2018-011). Properties to the east are zoned Employment (EMP) and properties to the south and west are zoned Conservation Agriculture (CA). The small triangle property at the corner is not included in the application since ownership is unclear.

The purpose of this application is to request a Planned Development with limited CMU-1 uses. The approval of this request will provide the neighborhood with neighborhood services. As a part of our research, we consulted with the DPD Comprehensive Planning department and while the future land use for this property is Primarily Single-Unit Neighborhood (NS), CMU-1 uses would be considered.

As a result, this proposal provides for a couple of possible layouts for the property so as to not negatively impact the surrounding single family residential.

#### **APPROVAL CRITERIA (UDC Section 9.6.9)**

- A) The project will not have a substantial or undue adverse effect upon adjacent property, the character of the neighborhood, traffic conditions, parking, utility facilities and other matters affecting the public health, safety, and general welfare:

***The existing character of the neighborhood is a mixture of single family residential, warehousing and distribution. The addition of a small neighborhood support center will provide a land use transition and a needed resource for the neighborhood. This proposal will not adversely impact public health, safety, and general welfare.***

- B) The project will be constructed, arranged, and operated so as to be compatible with the immediate vicinity and not interfere with the development and use of adjacent property in accordance with the applicable district regulations:

***By providing a limited number of CMU-1 uses and designing the site so as to not negatively impact the surrounding properties, this site will be developed in a compatible manner and ample landscaping and buffering.***

# SOLOMITO

LAND PLANNING

brenda@solomitolandplanning.com | 901.755.7495

- C) The project will be served adequately by essential public facilities and services such as streets, parking, drainage, refuse disposal, fire protection and emergency services, water, and sewers; or that the applicant will provide adequately for such services:

***All public services are readily available at the site.***

- D) The project will not result in the destruction, loss or damage of any feature determined by the governing bodies to be of significant natural, scenic, or historic importance:

***There are no significant natural, scenic, or historic features or characteristics on this site.***

- E) The project complies with all additional standards imposed on it by any particular provisions authorizing such use:

***This proposal complies with all applicable regulations***

- F) The request will not adversely affect any plans to be considered (see Chapter 1.9), or violate the character of existing standards for development of the adjacent properties:

***This proposal complies with other plans to be considered.***

#### **GENERAL PROVISIONS (UDC Section 4.10.3)**

- A) The proposed development will not unduly injure or damage the use, value and enjoyment of surrounding property nor unduly hinder or prevent the development of surrounding property in accordance with the current development policies and plans of the City and County:

***When developed, this property will not unduly injure or damage the use, value and enjoyment of surrounding property nor unduly hinder or prevent the development of surrounding property in accordance with the current development policies and plans.***

- B) An approved water supply, community wastewater treatment and disposal, and storm water drainage facilities that are adequate to serve the proposed development have been or will be provided concurrent with the development:

***Adequate public facilities and services exist for this site.***

- C) The location and arrangement of the structures, parking and loading areas, walks, lighting, and other service facilities shall be compatible with the surrounding land uses, and any part of the proposed development not used for such facilities shall be landscaped or otherwise improved except where natural features are such as to justify preservation:

***As illustrated on the attached site plans, the site has options for the arrangement of parking, access, and other site features. Landscaping will be provided in excess of what is required.***

- D) Any modification of the district standards that would otherwise be applicable to the site are warranted by the design of the outline plan and the amenities incorporated therein, and are not inconsistent with the public interest:

***Because of the irregular shape of the property, setbacks, building locations and parking have been provided to best fit the site.***

E) Homeowners' associations or some other responsible party shall be required to maintain any and all common open space and/or common elements:

***Duly Noted***

F) Lots of record are created with the recording of a planned development final plan:

***Yes***

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

Sincerely,

**SOLOMITO LAND PLANNING**



Brenda Solomito Basar  
Land Planner

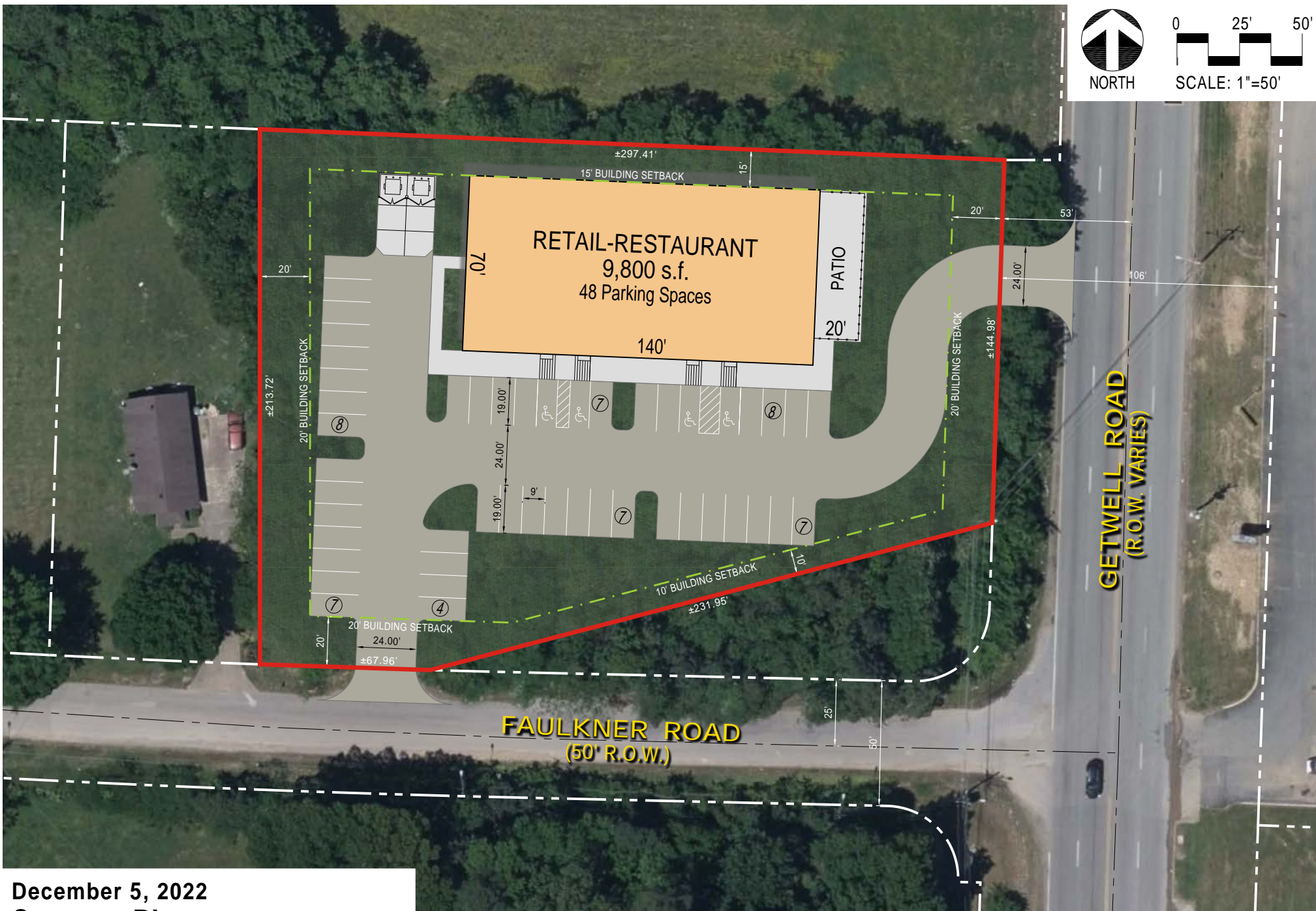




NORTH



SCALE: 1"=50'



December 5, 2022

Concept Plan

4747 Getwell Road

MEMPHIS, TENNESSEE

PREPARED BY:

**SOLOMITO**

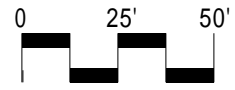
LAND PLANNING

1779 KIRBY PKWY., #1-323 MEMPHIS TN 38138 (901) 755-7495

DWG. NAME: 22108-Outline.dwg



NORTH



SCALE: 1"=50'



**GETWELL ROAD  
(R.O.W. VARIES)**

**FAULKNER ROAD  
(50' R.O.W.)**

December 2, 2022  
Concept Plan  
4747 Getwell Road  
MEMPHIS, TENNESSEE

PREPARED BY:

**SOLOMITO**

LAND PLANNING  
1779 KIRBY PKWY., #1-323 MEMPHIS TN 38138 (901) 755-7495

DWG. NAME: 22108-Outline.dwg



NORTH



SCALE: 1"=50'



±1.247 Acres

**FAULKNER ROAD**  
(50' R.O.W.)

**GETWELL ROAD**  
(R.O.W. VARIES)

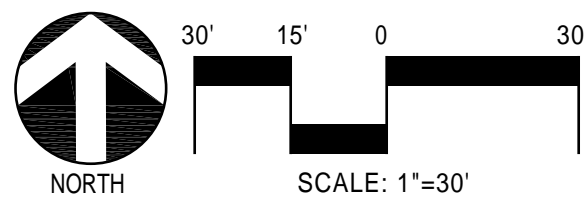
December 2, 2022  
Existing Conditions  
4747 Getwell Road  
MEMPHIS, TENNESSEE

PREPARED BY:

**SOLOMITO**

LAND PLANNING  
1779 KIRBY PKWY., #1-323 MEMPHIS TN 38138 (901) 755-7495

DWG. NAME: 22108-Outline.dwg



NUFISH LLC  
INST.: 21149260  
4.298 ACRES

MONTE C. BUSH  
INST.: 21046366  
0.344 ACRES

EXIST. BUILDING



JOHN S. CLARK  
INST.: HC-8901  
0.127 ACRES

FAULKNER ROAD  
(50' R.O.W.)

BURDETTE UNITED  
METHODIST CHURCH  
INST.: FT-6567  
39.668 ACRES

GETWELL ROAD  
(R.O.W. VARIES)

SS GETWELL LLC  
INST.: 16048595  
4.00 ACRES

EXIST. BUILDING

EXIST. BUILDING

GEORGE S. SIMPSON SR.  
INST.: 15084252  
4.742 ACRES



VICINITY MAP

**CONCEPT PLAN**  
CASE:  
**OUTLINE PLAN**  
**4747 GETWELL ROAD**  
**MEMPHIS, TENNESSEE**

TOTAL AREA: ±1.247 Acres  
WARD 073, BLOCK 111, PARCEL 00005  
No. OF LOTS: 1  
100 YEAR FLOOD ELEV.:232

OWNERS/DEVELOPER:  
WILLIE SMITH SR.  
1852 Brierbrook Road  
Germantown, TN 38138

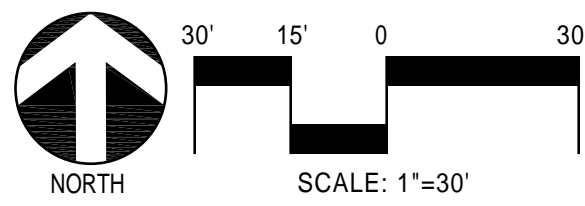
PREPARED BY:

**SOLOMITO**

LAND PLANNING  
1779 KIRBY PKWY., #1-323 MEMPHIS TN 38138 (901) 755-7495  
DATE: 12-5-2022 JOB: 22108 SHEET 2 OF 3

**NOTES:**

- EXISTING ZONING: CA
- FLOODWAY OR FLOODPLAIN  
THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA PER FLOOD INSURANCE RATE MAP, MAP NO. 47157CO 440 F AND MAP NO. 47157CO 445 F, EFFECTIVE DATE: SEPTEMBER 28, 2007. ELEVATION-333
- PREPARED FROM INSTRUMENT NUMBER HX-9879 AND DATED NOVEMBER 19, 1998.



NUFISH LLC  
INST.: 21149260  
4.298 ACRES

MONTE C. BUSH  
INST.: 21046366  
0.344 ACRES

EXIST. BUILDING



RETAIL-RESTAURANT  
9,800 s.f.  
55 Parking Spaces

JOHN S. CLARK  
INST.: HC-8901  
0.127 ACRES

FAULKNER ROAD  
(50' R.O.W.)

GETWELL ROAD  
(R.O.W. VARIES)

SS GETWELL LLC  
INST.: 16048595  
4.00 ACRES

EXIST. BUILDING

EXIST. BUILDING

GEORGE S. SIMPSON SR.  
INST.: 15084252  
4.742 ACRES

BURDETTE UNITED  
METHODIST CHURCH  
INST.: FT-6567  
39.668 ACRES



VICINITY MAP

**CONCEPT PLAN**  
CASE:  
**OUTLINE PLAN**  
**4747 GETWELL ROAD**  
**MEMPHIS, TENNESSEE**

TOTAL AREA: ±1.247 Acres  
WARD 073, BLOCK 111, PARCEL 00005  
No. OF LOTS: 1  
100 YEAR FLOOD ELEV.:232

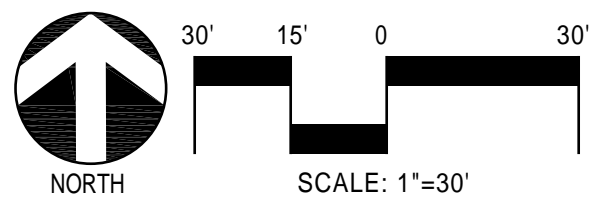
OWNERS/DEVELOPER:  
WILLIE SMITH SR.  
1852 Brierbrook Road  
Germantown, TN 38138

PREPARED BY:

**SOLOMITO**

LAND PLANNING  
1779 KIRBY PKWY., #1-323 MEMPHIS TN 38138 (901) 755-7495  
DATE: 12-2-2022 JOB: 22108 SHEET 2 OF 3

- NOTES:**
- EXISTING ZONING: CA
  - FLOODWAY OR FLOODPLAIN  
THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA PER FLOOD INSURANCE RATE MAP, MAP NO. 47157CO 440 F AND MAP NO. 47157CO 445 F, EFFECTIVE DATE: SEPTEMBER 28, 2007. ELEVATION-333
  - PREPARED FROM INSTRUMENT NUMBER HX-9879 AND DATED NOVEMBER 19, 1998.



NUFISH LLC  
INST.: 21149260  
4.298 ACRES

MONTE C. BUSH  
INST.: 21046366  
0.344 ACRES

EXIST. BUILDING

±1.247 Acres

JOHN S. CLARK  
INST.: HC-8901  
0.127 ACRES

SS GETWELL LLC  
INST.: 16048595  
4.00 ACRES

EXIST. BUILDING

EXIST. BUILDING

GEORGE S. SIMPSON SR.  
INST.: 15084252  
4.742 ACRES

BURDETTE UNITED  
METHODIST CHURCH  
INST.: FT-6567  
39.668 ACRES

FAULKNER ROAD  
(50' R.O.W.)

GETWELL ROAD  
(R.O.W. VARIES)

**NOTES:**

1. EXISTING ZONING: CA
2. FLOODWAY OR FLOODPLAIN  
THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA PER FLOOD INSURANCE RATE MAP, MAP NO. 47157CO 440 F AND MAP NO. 47157CO 445 F, EFFECTIVE DATE: SEPTEMBER 28, 2007. ELEVATION-333
3. PREPARED FROM INSTRUMENT NUMBER HX-9879 AND DATED NOVEMBER 19, 1998.

CASE:  
**OUTLINE PLAN  
4747 GETWELL  
ROAD  
MEMPHIS, TENNESSEE**

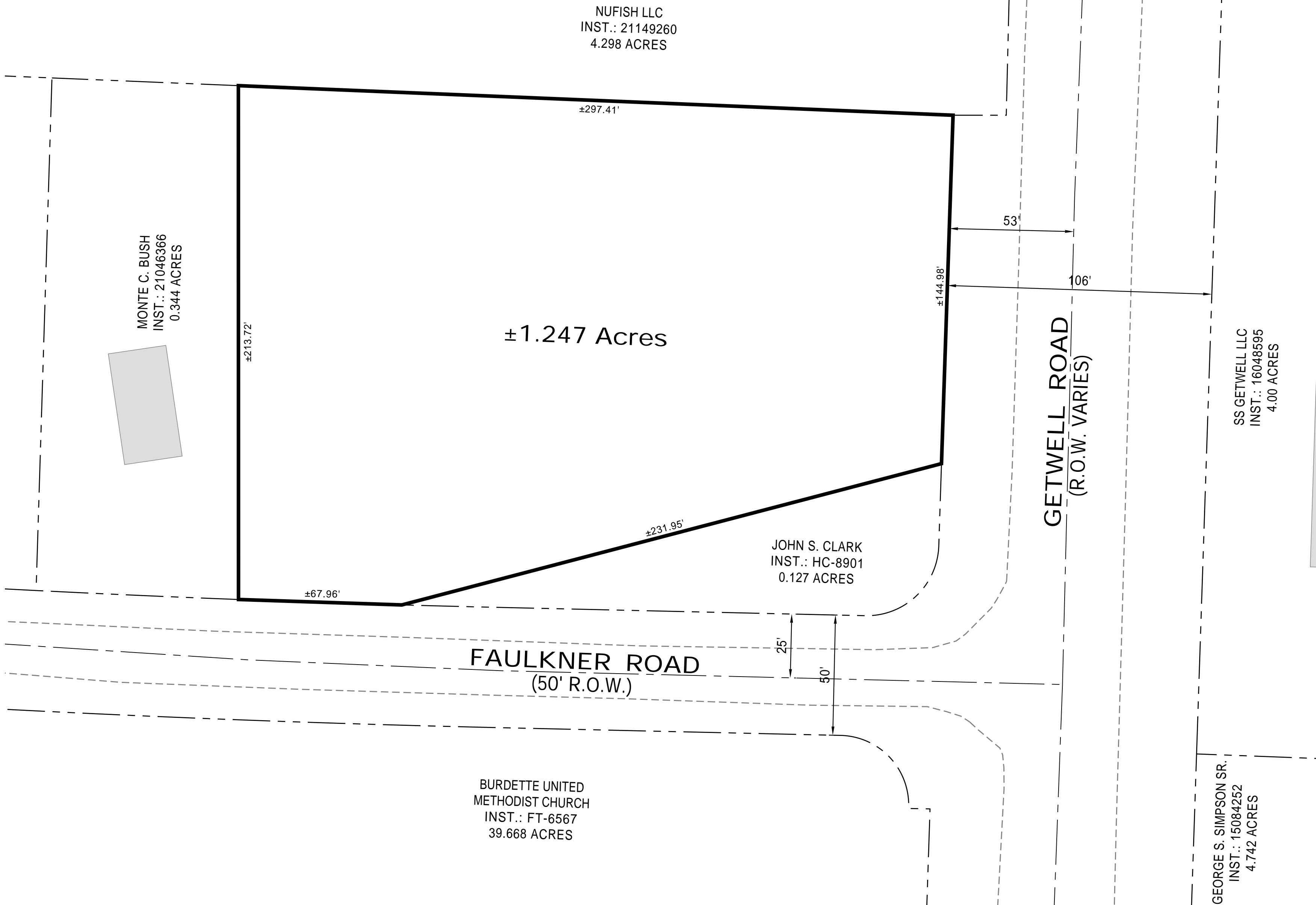
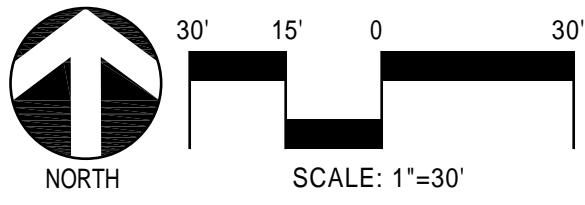
TOTAL AREA: ±1.247 Acres  
WARD 073, BLOCK 111, PARCEL 00005  
No. OF LOTS: 1  
100 YEAR FLOOD ELEV.:232

OWNERS/DEVELOPER:  
WILLIE SMITH SR.  
1852 Brierbrook Road  
Germantown, TN 38138

PREPARED BY:

**SOLOMITO**

LAND PLANNING  
1779 KIRBY PKWY., #1-323 MEMPHIS TN 38138 (901) 755-7495  
DATE: 12-2-2022 JOB: 22108 SHEET 1 OF 3



CASE:  
**PLOT PLAN**  
**4747 GETWELL**  
**ROAD**  
**MEMPHIS, TENNESSEE**

TOTAL AREA: ±1.247 Acres  
 WARD 073, BLOCK 111, PARCEL 00005  
 No. OF LOTS: 1  
 100 YEAR FLOOD ELEV.:232

OWNERS/DEVELOPER:  
 WILLIE SMITH SR.  
 1852 Brierbrook Road  
 Germantown, TN 38138

PREPARED BY:




1779 KIRBY PKWY., #1-323 MEMPHIS TN 38138 (901) 755-7495  
 DATE: 12-2-2022 JOB: 22108 SHEET 1 OF 1

**NOTES:**

1. EXISTING ZONING: CA
2. FLOODWAY OR FLOODPLAIN  
 THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA PER FLOOD INSURANCE RATE MAP, MAP NO. 47157CO 440 F AND MAP NO. 47157CO 445 F, EFFECTIVE DATE: SEPTEMBER 28, 2007. ELEVATION-333
3. PREPARED FROM INSTRUMENT NUMBER HX-9879 AND DATED NOVEMBER 19, 1998.



- Legend**
- polygonLayer**
  - Override 1
  - Override 2
  - polygonLayer**
  - Override 1
  - Roads
  - Board Of Adjustment Cases - Label
  - Board Of Adjustment Cases
  - Planned Developments - Label
  - Planned Developments
  - Special Use Permits - Label
  - Special Use Permits
  - SUP Use Variances - Label
  - SUP Use Variances
  - Street and Alley Closure - Label
  - Street and Alley Closure
  - Zoning Cases - Label
  - Zoning Cases
  - Shelby County Zoning
  - Arlington Zoning
  - Bartlett Zoning
  - Collierville Zoning
  - Germantown Zoning
  - Lakeland Zoning
  - Millington Zoning
  - Parcels


 Map prepared through Shelby County Government's online mapping Portal on 12/6/2022

0      0.05      0.1      0.15      0.2  
 mi

N



073111 00051 - MEMPHIS FOODS LLC  
073111 00050 - NUFISH LLC  
073111 00045 - MOHAMED AMIN & AIDA SAMUEL  
073112 00003 - BROTHERS REAL ESTATE INC  
073112 00022 - SS GETWELL LLC  
073111 00044 - CLARK JOHN S  
073111 00030 - HAMILTON JACOB  
073111 00031 - PAYNE HERMAN III AND KORY K PAYNE  
073111 00005 - SMITH WILLIE SR  
073102 00120 - ALHALAWANI RADEH  
073102 00114 - EAST SHELBY DRIVE 3796 CENTER LLC  
073101 00102C - SOMIT LLC  
073111 00036 - CENTER CHAPEL BAPTIST CHURCH (TR)  
073111 00042 - FRAYSER QUALITY LLC  
073112 00004C - MCDONALDS CORPORATION  
073112 00012 - CITY OF MEMPHIS  
073111 00010 - PHILLIPS MARY W  
073111 00009 - DAVIS JOSEPHINE W AND HERBERT WATKINS  
073111 00008 - BRADLEY JESSIE & DIEDRA  
073111 00007 - MURDOCK ROSCOE & AUDREY S  
073111 00043 - BURDETTE UNITED METHODIST CHURCH (40%)  
073111 00027 - HAMILTON JACOB  
073111 00028 - PAYNE SADIE M AND LORA PAYNE  
073111 00029 - PAYNE SADIE M AND LORA PAYNE ODOM  
073112 00021 - SIMPSOM GEORGE W SR

073111 00032 - COLEMAN WILLIE L & CHARLOTTE

073112 00014 - B & B REALTY LLC

073111 00033 - CARTER JULIA

073111 00006 - BUSH MONTE C

MEMPHIS FOODS LLC  
139 SOUTHWEST DR #  
JONESBORO AR 72401

EAST SHELBY DRIVE 3796 CENTER LLC  
P O BOX 1565 #  
LAWRENCEVILLE GA 30046

BURDETTE UNITED METHODIST CHURCH (40%)  
4953 MALONE RD #  
MEMPHIS TN 38118

NUFISH LLC  
5858 RIDGEWAY CENTER PKWY  
MEMPHIS TN 38120

SOMIT LLC  
8196 WINDERSVILLE DR #  
BARTLETT TN 38133

HAMILTON JACOB  
3733 FAULKNER RD #  
MEMPHIS TN 38109

MOHAMED AMIN & AIDA SAMUEL  
3799 E SHELBY DR #  
MEMPHIS TN 38118

CENTER CHAPEL BAPTIST CHURCH (TR)  
PO BOX 18483 #  
MEMPHIS TN 38181

PAYNE SADIE M AND LORA PAYNE  
3725 FAULKNER RD #  
MEMPHIS TN 38118

BROTHERS REAL ESTATE INC  
3825 E SHELBY DR #  
MEMPHIS TN 38118

FRAYSER QUALITY LLC  
968 JAMES ST #  
SYRACUSE NY 13203

PAYNE SADIE M AND LORA PAYNE ODOM  
3725 FAULKNER RD #  
MEMPHIS TN 38118

SS GETWELL LLC  
PO BOX 800729 #  
DALLAS TX 75380

MCDONALDS CORPORATION  
5645 MURRAY RD #  
MEMPHIS TN 38119

SIMPSON GEORGE W SR  
4784 GETWELL RD #  
MEMPHIS TN 38118

CLARK JOHN S  
1852 BRIERBROOK RD #  
GERMANTOWN TN 38138

CITY OF MEMPHIS  
125 N MAIN ST #  
MEMPHIS TN 38103

COLEMAN WILLIE L & CHARLOTTE  
5990 OLD HIGHWAY 64 #  
WHITEVILLE TN 38075

HAMILTON JACOB  
703 BRAKEBILL AVE #  
MEMPHIS TN 38116

PHILLIPS MARY W  
3704 FAULKNER RD #  
MEMPHIS TN 38118

B & B REALTY LLC  
4830 GETWELL RD #  
MEMPHIS TN 38118

PAYNE HERMAN III AND KORY K PAYNE  
3725 FAULKNER RD #  
MEMPHIS TN 38118

DAVIS JOSEPHINE W AND HERBERT WATKINS  
1328 ROBIN HILL DR #  
NORCROSS GA 30093

CARTER JULIA  
4827 GETWELL RD #  
MEMPHIS TN 38118

SMITH WILLIE SR  
1852 BRIERBROOK RD #  
GERMANTOWN TN 38138

BRADLEY JESSIE & DIEDRA  
3726 FAULKNER RD #  
MEMPHIS TN 38118

BUSH MONTE C  
3836 CARAVEL DR  
MEMPHIS TN 38118

ALHALAWANI RADEH  
3770 SHELBY DR #  
MEMPHIS TN 38118

MURDOCK ROSCOE & AUDREY S  
5041 WHITWORTH #  
MEMPHIS TN 38116

For Current Resident  
3745 SHELBY DR #  
Memphis, TN 38118

For Current Resident  
3796 E SHELBY DR #  
Memphis, TN 38118

For Current Resident  
GETWELL RD #  
Memphis, TN 38118

For Current Resident  
GETWELL RD #  
Memphis, TN 38118

For Current Resident  
3810 E SHELBY DR #  
Memphis, TN 38118

For Current Resident  
3711 FAULKNER #  
Memphis, TN 38118

For Current Resident  
3799 E SHELBY DR #  
Memphis, TN 38118

For Current Resident  
3715 E SHELBY DR #  
Memphis, TN 38118

For Current Resident  
3719 FAULKNER RD #  
Memphis, TN 38118

For Current Resident  
3825 E SHELBY DR #  
Memphis, TN 38118

For Current Resident  
3795 E SHELBY DR #  
Memphis, TN 38118

For Current Resident  
3725 FAULKNER RD #  
Memphis, TN 38118

For Current Resident  
4740 GETWELL RD #  
Memphis, TN 38118

For Current Resident  
3845 E SHELBY DR #  
Memphis, TN 38118

For Current Resident  
4784 GETWELL RD #  
Memphis, TN 38118

For Current Resident  
GETWELL #  
Memphis, TN 38118

For Current Resident  
3843 E SHELBY DR #  
Memphis, TN 38118

For Current Resident  
4817 GETWELL RD #  
Memphis, TN 38118

For Current Resident  
3733 FAULKNER RD #  
Memphis, TN 38118

For Current Resident  
3704 FAULKNER RD #  
Memphis, TN 38118

For Current Resident  
4830 GETWELL RD #  
Memphis, TN 38118

For Current Resident  
3739 FAULKNER RD #  
Memphis, TN 38118

For Current Resident  
FAULKNER #  
Memphis, TN 38118

For Current Resident  
4827 GETWELL RD #  
Memphis, TN 38118

For Current Resident  
4747 GETWELL RD #  
Memphis, TN 38118

For Current Resident  
3726 FAULKNER RD #  
Memphis, TN 38118

For Current Resident  
3770 FAULKNER RD #  
Memphis, TN 38118

For Current Resident  
3770 E SHELBY DR #  
Memphis, TN 38118

For Current Resident  
3762 FAULKNER RD #  
Memphis, TN 38118

This Instrument prepared by: John Skinner Clark, 4747 Getwell Rd., Memphis TN 38118

THIS INDENTURE, made and entered into this 18th day of November, 1998

by and between John Skinner Clark  
of the first part, and Willie Smith, Sr.

HX 9879  
2

WITNESSETH: That for the consideration hereinafter expressed the said party \_\_\_\_\_, of the second part part has \_\_\_\_\_ bargained and sold and does \_\_\_\_\_ hereby bargain, sell, convey and confirm unto the said party \_\_\_\_\_ of the second part the following described real estate, situated and being in Memphis County of Shelby State of Tennessee

A part of the Northeast corner of the Faulkner 79.87 acres, as recorded in Plat Book 17, Page 74, in the Register' Office of Shelby County, Tennessee, to which plat reference is hereby made for a more particular description, and being further described as follows:

BEGINNING at a point in the West line of Getwell Road 600 feet South of the center line of Whitehaven-Capleville Road; thence Westwardly along the North line of the Faulkner tract 285 feet to the Northeast corner of the lot sold to Ira Lee Stewart, recorded in Book 3481, Page 26; thence South along the Stewart East line 200 feet to the North line of Faulkner Road to the Southeast corner of the Stewart lot; thence Eastwardly along the North line of Faulkner Road 306.37 feet to the West line of Getwell Road; thence North along the said West line of Getwell Road 67.41 feet to the point of beginning, and being a part of the same property conveyed to Sidney Baker and wife, Minnie Baker, by Deed from Fannie Lee Faulkner Maxwell, recorded in Book 3187, Page 166. Said property being commonly known and referred to as 4747 Getwell Rd. Said property being the same property conveyed to Party of the first part as Instrument G2 4801.

TO HAVE AND TO HOLD The aforesaid real estate, together with all the appurtenances and hereditaments thereunto belonging or in any wise appertaining unto the said party \_\_\_\_\_ of the second part, y. \_\_\_\_\_ heirs and assigns in fee simple forever.

And the said party \_\_\_\_\_ of the first part does \_\_\_\_\_ hereby covenant with the said part Y \_\_\_\_\_ of the second part that he is lawfully seized in fee of the aforescribed real estate; that he has a good right to sell and convey the same; that the same is unencumbered,

and that the title and quiet possession thereto he will warrant and forever defend against the lawful claims of all persons.

THE CONSIDERATION for this conveyance is as follows:

Ten and no/100 (\$10.00) Dollars, and other good and valuable considerations.

WITNESS the signature \_\_\_\_\_ of the said party \_\_\_\_\_ of the first part the day and year first above written.

John Skinner Clark 11-19-98

STATE OF TENNESSEE,  
County of Shelby.



HX 9879

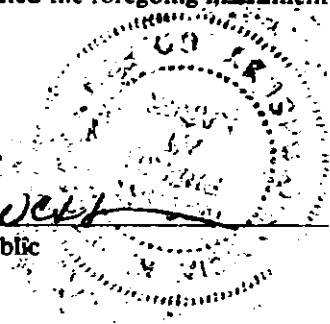
Before me, the undersigned Notary Public in and for the County and State aforesaid, personally appeared \_\_\_\_\_

John Skinner Clark

with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged to be the person \_\_\_\_\_ within named and that \_\_\_\_\_ he \_\_\_\_\_ executed the foregoing instrument for the purpose therein contained.

WITNESS my hand and seal, this 19th day of November.

Adricia Weaver  
Notary Public



MY COMMISSION EXPIRES MAY 14, 2002

My commission expires \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_.

STATE OF TENNESSEE COUNTY OF SHELBY }

I, or we, hereby swear or affirm that to the best of affiant's knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater is, \$40,000, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

X Willie Smith Sr.  
Affiant

Subscribed and sworn to before me this the 19th day of November 1998.

Adricia Weaver  
Notary Public

MY COMMISSION EXPIRES MAY 14, 2002

My commission expires \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_.

073-111-00005

Mail tax notices to: Willie Smith, Sr., 1852 Brierbrook, Germantown, TN 38138

*Owner*

**MEMPHIS TITLE**  
A DIVISION OF F&L INVESTMENTS, L.L.C.  
100 NORTH MAIN BUILDING  
POST OFFICE BOX 3073  
MEMPHIS, TENNESSEE 38103  
TELEPHONE (901) 525-4343

**WARRANTY DEED**

TO \_\_\_\_\_

State Tax ..... \$ \_\_\_\_\_

Clerk's Fee ..... \$ \_\_\_\_\_

TOTAL ..... \$ \_\_\_\_\_

Paid.....  
Deputy County Court Clerk.

MTC form 0015

The following information is not a part of this Deed.

Property Address 4747 Retwell Rd  
Memphis TN

Mail Tax Bill to \_\_\_\_\_

MT \_\_\_\_\_

No. HX 9879

D/C \_\_\_\_\_ DR# 7

Pgs. 2 Hm. \_\_\_\_\_

Vol. 40000

STATE TAX 1480

REGISTER'S FEE 100

RECORDING FEE 800

D.P. FEE 200

WT  MISC FEE \_\_\_\_\_

TOTAL 1570

STATE OF TENNESSEE  
SHELBY COUNTY  
GUY B. WOODS  
REGISTER

HX9879

SHELBY COUNTY  
REGISTER OF DEEDS

98 NOV 19 PH 3:52

# **PERSONNEL COMMITTEE**

# City of Memphis



**JIM STRICKLAND**  
MAYOR

TENNESSEE

July 12, 2023

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

Dear Chairman Easter-Thomas:

Subject to Council approval, I hereby recommend that:

**Michael E. Pohlman**

be appointed to the Memphis Light, Gas, and Water Commission as a member with a term expiration date of July 30, 2026.

I have attached biographical information.

Sincerely,

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

Jim Strickland  
Mayor

JSS/sss



**MEMPHIS LIGHT, GAS & WATER COMMISSION**  
**Oath of Office Required**  
**5 Member Board**  
**3 Year Term**

Purpose:

The Memphis Light, Gas & Water Board is responsible for providing oversight to the municipal utility system which provides electricity, natural or artificial gas, or water to the citizens of Memphis

Leon Dickinson, Sr.	M/B	10-30-25
Mitch Graves	M/W	06-30-25
Carl Person	M/B	10-30-25
Cheryl Pesce	F/B	10-30-25
Michael Pohlman	M/W	07-30-26

**Non-voting County Wide Advisory Members:**

James Lewellen	M/W	07-30-26
John R. Butler	M/W	07-30-26

**2022 Council Liaison: Patrice Robinson**

**Attendance Records for Current Members**  
**Memphis Light, Gas, and Water Commission**  
**From January 2022 to date Total No. of Meetings - 30**

Member	Present	Absent
Michael Pohlman	29	1

Updated 07/2023