



## Memphis City Council Summary Sheet

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

For B&G Partnership to Lease approximately 3,364.78 acres; Term of 5 years 1/1/24 to 12/31/28 with two 1-year renewal options. Rent shall be \$191.14 per plantable acre per year.

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

Memphis and Shelby County Port Commission

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

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

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

Council District 6 and Super District 8

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

New Contract

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

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

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

N/A



**A RESOLUTION APPROVING THE LEASE AGREEMENT WITH  
B&G PARTNERSHIP OF LAND SITUATED IN THE PIDGEON INDUSTRIAL AREA**

**WHEREAS**, the Memphis and Shelby County Port Commission (the "Port Commission") is the owner of approximately 3,364.78 acres of crop land more or less situated in the Pidgeon Industrial Area in City of Memphis, County of Shelby, State of Tennessee of which 1,207.34 are plantable acres (the "Premises"); and

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

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

1. The Lease shall be for a term of five (5) years commencing on January 1, 2024 and terminating on December 31, 2028. If not in default, the Partnership, upon approval by the Commission, shall have the option of renewing the Lease for two (2) additional, successive terms of one (1) year each by giving notice of the exercise of such renewal to the Port Commission not less than six (6) months prior to the expiration of the then expiring term and subject to any rental adjustments.

2. The rental payment shall be One Hundred Ninety-One and 14/100 Dollars (\$191.14) per plantable acre per year; and

**WHEREAS**, the Port Commission Board approved the Lease at its meeting of September 20, 2023; and

**WHEREAS**, said proposed Lease is in the best interests of the Port Commission and promotes the economic development of the Industrial Subdivision and the community.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF MEMPHIS**, on recommendation of the Port Commission, that the proposed Lease Agreement with B&G Partnership is hereby approved.

City Council Resolution

**BE IT FURTHER RESOLVED,** By the Council of the City of Memphis that the appropriate officials of the City of Memphis be hereby authorized to execute same.

**BE IT FURTHER RESOLVED,** that this action is subject to concurrence by Shelby County.



8/24/2022

Memphis and Shelby County Port Commission  
1115 Riverside Blvd.  
Memphis, TN 38106

RE: Doug Goodman/ B & G Partnerships-insurance requirements

Dear Memphis and Shelby County Port Commission:

Enclosed is a current certificate of insurance for the above mentioned named insured. In the event the named insured wins the bid they have submitted, the insured will contact us and request all remaining requirements to be bound. Such as increased auto liability limits and Workers Compensation Coverage.

If you have any questions or concerns, please do not hesitate to reach out to me.

Sincerely,

A handwritten signature in black ink, appearing to read 'TBuchanan', written over a horizontal line.

Tricia Buckalew-Buchanan, Account Manager

RIDDLE INSURANCE

Enclosure

# MEMPHIS AND SHELBY COUNTY PORT COMMISSION INSURANCE REQUIREMENTS INFORMATION SHEET

The following information needs to be incorporated in the insurance policy and/or shown on the certificate to be provided to the Memphis and Shelby County Port Commission.

## Workers' Compensation

Workers' Compensation and Employers Liability meeting statutory limits mandated by State and Federal Laws.

## Auto Liability

Automobile Liability (owned, non-owned and hired vehicles) for bodily injury and property damage in the amount of \$2,000,000 each accident.

## Commercial General Liability

Commercial General Liability including coverage for Premises-Operations, Independent Contractors', Products-Completed Operations, Contractual Liability, Personal Injury and Broad Form Property Damage (including Explosion, Collapse and Underground Hazards) in the amount of \$2,000,000 per occurrence.

## Certificate Requirements

- The Memphis and Shelby County Port Commission, The City of Memphis, The County of Shelby and the Economic Development Growth Engine (EDGE) shall be named as **additional insured**.
- Cancellation clause **30** days notice
- Cancellation clause amended as follows: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT



**RESOLUTION AUTHORIZING THE MEMPHIS AND SHELBY COUNTY PORT COMMISSION TO ENTER LEASE WITH B&G PARTNERSHIP OF LAND SITUATED IN THE PIDGEON INDUSTRIAL AREA**

**WHEREAS**, the Memphis and Shelby County Port Commission (the “Port Commission”) is the owner of approximately 3,364.78 acres of crop land more or less situated in the Pidgeon Industrial Area in the City of Memphis, County of Shelby, State of Tennessee of which 1,207.34 are plantable acres (the “Premises”); and

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

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

1. The Port Commission approves the Lease of the Premises to the Partnership for the purpose as stated under the following terms and conditions:
2. The Lease shall be for a term of five (5) years commencing on January 1, 2024 and terminating on December 31, 2028. If not in default, the Partnership, upon approval by the Commission, shall have the option of renewing the Lease for two (2) additional, successive terms of one (1) year each by giving notice of the exercise of such renewal to the Port Commission not less than six (6) months prior to the expiration of the then expiring term and subject to any rental

adjustments.

2. The rental payment shall be One Hundred Ninety-One and 14/100 Dollars (\$191.14) per plantable acre per year.

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

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

Approved September 20, 2023

**AGRICULTURAL LEASE AGREEMENT**

THIS AGREEMENT ("Agreement"), made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between **MEMPHIS AND SHELBY COUNTY PORT COMMISSION**, an organization created by Chapters 500 and 529 of the Private Acts of Tennessee of 1947, as amended (the "Port Commission"), the **CITY OF MEMPHIS**, a municipal corporation, and the **COUNTY OF SHELBY, TENNESSEE** one of the counties of the State of Tennessee (collectively, "Lessors") and **B&G PARTNERSHIP**, a Kentucky partnership ("Lessee").

**W I T N E S S E T H:**

1. That Lessors, in consideration of rents and covenants herein agreed to be paid and performed by the Lessee, do hereby lease unto said Lessee for the initial term beginning January 1, 2024, and ending December 31, 2028, the following property situated in the City of Memphis, County of Shelby, Tennessee (the "Leased Premises"):

Certain tracts of land located in the Pidgeon Industrial Area by the Memphis office of the U.S. Department of Agriculture, Farm Services Agency ("FSA") within Farm number 3719. The combined Farm contains approximately 3,364.78 acres of farmland of which 1,027.34 acres is cropland as reflected on the maps attached as Exhibits "A" and "B." The cropland consists of 83.85 acres in field #3 of tract 6260 and 943.49 acres in all fields within tract 6491.

The initial term of this lease is for a period of five (5) years beginning January 1, 2024, and ending December 31, 2028. If not in default, Lessee, upon approval by Lessors, shall have the option of renewing this Agreement for two (2) additional, successive terms of one year, each by giving notice of the exercise of such renewal to Lessors not less than six (6) months



prior to the expiration of the then expiring term but subject to the rental adjustment provisions of Paragraph 2 below.

2. The Lessee agrees to pay to Lessors for the initial term and any renewal thereof as annual rent for the Leased Premises the sum of One Hundred Ninety-One and 14/100 Dollars \$191.14 per acre to be computed by Lessors on an annual rate based on the cropland acreage reported each year by the Shelby County Farm Services Agency office in Memphis, Tennessee ("FSA") with the acreage discounts described in paragraph 1.

3. (a) Payment of annual rent for each calendar year will be paid by Lessee as follows: The Lessee shall pay the amount of Seventy-Five Thousand and NO/100 Dollars (\$75,000.00) on or before the first day of January of each year during the initial term or any extension thereof with the balance due on or before the first day of the following December. The balance due shall be calculated on a year-to-year basis according to the per acre rental price described above. The first payment of Seventy-Five Thousand and NO/100 Dollars (\$75,000.00) shall be made on or before January 1, 2024. Unless advised to the contrary in writing Lessee shall make all rental payments to the Memphis and Shelby County Port Commission, 1115 Riverside Boulevard, Memphis, Tennessee 38106-2504.

(b) The Lessee hereby agrees to be responsible for any and all personal property taxes and/or special assessments which are now or hereafter assessed against the Leased Premises or any improvements hereafter installed by Lessee on the Leased Premises during the term of this Lease Agreement and any extended terms thereof. Lessee shall pay for all necessary utility services and all other services and installations to the Leased Premises required for its use of the premises. Lessee at its expense shall promptly make and pay for all necessary repairs and replacements to the Leased Premises whether interior, exterior, or underground, ordinary or extraordinary, or structural or non-structural, including the reimbursement to Lessors or its tenants for any crop losses, fence damage or other damages due to its activities on the Leased Premises. The Lessee shall not drill nor install any wells on the Leased Premises without Lessor's prior written approval. The Lessee shall at all times during the lease term, at its expense, put and maintain in thorough repair and in good and safe condition all improvements on the Leased Premises and equipment and appurtenances, both inside, outside and underground, structural and non-structural, extraordinary and ordinary, however the necessity or desirability for repairs may occur and regardless of whether necessitated by wear, tear, obsolescence, or defects, latent or otherwise. The quality and class of all repairs and replacements shall be equal to that of the original work and Lessee shall maintain the Leased Premises in good repair and in at least as good as condition as that in which they were delivered, normal wear and tear resulting from activities unassociated with Lessee's activities excepted. Lessee shall, at the expiration or earlier termination of this Agreement, surrender the Leased Premises in at least as good as condition as that in which they were delivered,

normal wear and tear resulting from activities unassociated with Lessee's activities excepted.

(c) No sign of any type, except that described below in Section 4, will be placed on any portion of the Leased Premises without the express written consent of the Port Commission regarding the size, general design and placement of said sign. Any such signs shall be used exclusively by Lessee to advertise Lessee's own business. Upon the expiration of this Agreement or any extension thereof, Lessee, at Lessee's expense, shall remove all signs placed or erected on the said Leased Premises during the term of this Agreement, and repair all damage to the Leased Premises due to the erection and subsequent removal of same.

(d) Any rent or other sum (including taxes) payable to Lessors by Lessee under the terms of this Agreement which Lessee does not pay within ten (10) days of the date it becomes due and owing shall bear interest in favor of Lessors from the due date at the rate of ten percent (10%) per annum.

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

5. The Lessee will not make or permit to be made any alterations, additions, or additional permanent improvements to said Leased Premises, nor assign, mortgage, or pledge this Lease, nor sublet the whole or any part of the Leased Premises without the Lessors' written

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

6. The Lessee shall maintain all of the improvements now on the Leased Premises and return them to the Lessors at the termination of this Agreement, or any extensions thereof, in as good condition as when received, reasonable wear and tear and damage by fire, unless caused by Lessee's negligence, or the elements or Acts of God, excepted. The type of farming conducted on the Leased Premises shall be determined by Lessee and at the same time will not be destructive to the fertility of the Leased Premises as determined by Lessor. However, Lessee shall till all arable land on the Leased Property at least one (1) time per year whether or not a crop is produced unless no-till planting is utilized. Lessee gives the unrestricted right to the Lessors to access all U.S. Department of Agriculture, FSA documents related to all current or future leased farmland/cropland within the Pidgeon Industrial Area. The current farm number is 3719. The Lessee shall have the right to fully utilize all Agricultural Department allotments on the acreage. So long as Lessee shall not be in default in the performance of its obligations under this Agreement, Lessors agree that they will keep Lessee in the sole, quiet and peaceful possession of said Leased Premises.

7. All improvements which are desired by Lessee and made upon the Leased Premises by Lessee, shall be installed and maintained at Lessee's expense. No alteration,

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

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

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

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

(a) For any violation of any law or regulation of the United States, the State of Tennessee, or any of the local laws, County and City, including, but not limited to, a violation of Applicable Environmental Laws, as defined herein in Section 16 by Lessee or its employees or agents or of those holding or occupying under Lessee.

(b) Arising out of, or directly or indirectly due to, any accident or other occurrence causing injury to any person or persons (including death) or property resulting from the use, occupancy, maintenance or repair of the Leased Premises or any part thereof, by Lessee or its employees or agents or by any person or persons holding or occupying under or employed by Lessee.

(c) On account of or through the use, occupancy, maintenance, or repair of the Leased Premises or improvements or any part thereof by Lessee or its employees or agents or by any other person or persons holding or occupying under or employed by Lessee for any purpose inconsistent with the provisions of this Lease.

(d) Against all liens and charges of any and every nature that may at any time be established against the Leased Premises or any improvements thereon or any part thereof as a consequence, direct or indirect, of any act or omission of Lessee or any person or persons holding or occupying under or employed by Lessee or as a consequence, direct or indirect, of the existence of Lessee's interest under this under this Lease, except that Lessee shall not be liable for any income tax that may be imposed on Lessors as a result of Lessee's payment of rent to Lessors .

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

11. Lessee also shall indemnify Lessors against all liens and charges of any and every nature that may at any time be established against the Leased Premises or any improvements thereon or any part thereof as a consequence, direct or indirect, of any act or omission of Lessee or any person or persons holding or occupying under or employed by Lessee or as a consequence, direct or indirect, of the existence of Lessee's interest under this Agreement.

12. (a) Lessee at its own risk and expense, during the period of this Lease or any extended term of this Agreement, shall provide liability insurance in the minimum amounts of TWO MILLION DOLLARS (\$2,000,000) combined single limits covering property damage and bodily injury with the CITY OF MEMPHIS, COUNTY OF SHELBY, ECONOMIC DEVELOPMENT GROWTH ENGINE INDUSTRIAL DEVELOPMENT BOARD OF CITY OF MEMPHIS AND COUNTY OF SHELBY, TENNESSEE (EDGE) and the MEMPHIS AND SHELBY COUNTY PORT COMMISSION named as an additional insured with equal coverage; this policy will fully protect Lessors from any and all claims for damages to property or persons, including death, which may arise from Lessee's or any sublessee's operations on the Leased Premises or adjacent thereto, whether such operations are by Lessee or by anyone directly or indirectly employed or licensed by Lessee or acting under Lessee's authority or orders. Further, this policy shall be written with insurance companies satisfactory to the Port Commission.

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

(c) At least thirty (30) days prior to the expiration of any policy of insurance the Lessee is obligated to carry under this Lease, the Lessee shall furnish a binder to the Lessors renewing each such policy. Each policy and/or binder shall provide for at least thirty (30) days' notice to the Lessors of any change or cancellation thereof. Lessee shall promptly deliver to Lessors a certificate from the insurance carrier evidencing the renewal of the policy and the payment of premium.

13. Lessors reserve the right of ingress and egress over and across the Leased Premises for property protection, maintenance, and showing sites to prospective industrial users. This Lease is subject to any existing easements or uses of record in the Register's Office of Shelby County, Tennessee, and the rights of ingress and egress are reserved for the holders of these easements.

14. (a) If the whole of the Leased Premises, or such portion thereof as will render the premises unsuitable for the purposes herein leased, is taken or condemned for any public use or purpose by any legally constituted authority, then in either of such events, this Agreement shall cease from the time when possession was taken by such public authority and rents shall be accounted for between Lessors and Lessee, as of such date. Such termination shall be without prejudice to the rights of either Lessors or Lessee to recover compensation for any loss or damage caused by such condemnation. Neither Lessors nor Lessee shall have any right in or to any award made to the other by the condemning authority.

(b) In the event that the Leased Premises, or any part thereof, is partially taken or condemned for any public use or purpose by any legally constituted authority, but



not thereby rendered unsuitable for the purposes for which leased, then Lessee shall receive a fair and proper abatement of rental from and after the time when possession was taken by such public authority.

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

16. The Lessee shall comply with and cause to be complied with, all statutes, regulations, ordinances and other requirements of any government, whether federal, state or local, as amended from time to time, relating to the Leased Premises and the use there of or any part thereof, including, without limitation, 42 U.S.C. § 9601 *et seq.*, 42 U.S.C. § 6901 *et seq.*, 33 U.S.C. § 1251 *et seq.*, T.C.A. § 68-212-201 *et seq.*, T.C.A. § 68-212-101 *et seq.*, T.C.A. § 68-215-101 *et seq.*, T.C.A. § 69-3-101 *et seq.*, and all other applicable federal, state and local health or environmental statutes and regulations. Lessee shall also comply with all restrictive covenants and other such restrictions of record and shall meet and comply with all requirements of federal and state common law, *e.g.*, Statutes and Regulations and the

Applicable Environmental Common Law together are referred to herein as the "Applicable Environmental Laws." Lessee covenants that all reporting requirements of Applicable Environmental Laws shall be complied with and all spills shall be cleaned and removed in a manner in compliance with the Applicable Environmental Laws even if Lessee is no longer in possession under the Agreement.

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

- (a) file a voluntary petition in bankrupt or if proceedings be instituted by anyone else to adjudge Lessee a bankrupt; or
- (b) make an assignment for the benefit of creditors; or
- (c) be adjudicated a bankrupt; or
- (d) be declared insolvent; or
- (e) abandon the Leased Premises; or
- (f) fail to perform any material part of this Agreement including the payment of rent heretofore agreed;

and such default shall continue for fifteen (15) days after the Port Commission has given written notice of such default to Lessee, then and henceforth, in any of said events, the Port Commission at its option has the right to cancel this Lease or the Port Commission may reenter and resume possession of same, and may, at its option, relet premises as agent of Lessee but in name of Lessors and receive rent thereof, applying the same, the first, to payment of expenses to which it may be put in reentering and reletting, and then to payment of rent due by these presents, remainder, if any, to be paid over to Lessee, who shall be liable for any deficiency, the execution of a new lease for the same premises being permitted

without terminating Lessee's liability or obligation hereunder. The Lessee waives service of any notice of intention to reenter, or of instituting legal proceedings to that end.

18. (a) The right in the Lessors to cancel this Agreement as herein set forth is in addition to and not in exhaustion of such rights that the Lessors have or causes of action that may accrue to the Lessors because of the Lessee's failure to fulfill, perform or observe the obligations, agreements or covenants of this Lease, and the exercise or pursuit by the Lessors of any of the rights or causes of action accruing hereunder shall not be in exhaustion of such other rights or causes of action that the Lessors might otherwise have.

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

19. It is hereby covenanted and agreed that no waiver of a breach of any of the covenants of this Agreement shall be construed to be a waiver of any succeeding breach of the same or any other covenant.

21. Any rent or other sum (including taxes) payable to Lessors by Lessee under the terms of this Lease which Lessee does not pay within ten (10) days of the date it becomes due and owing shall bear interest in favor of Lessors from the due date at the rate of ten percent (10%) per annum.

Additionally, Lessee agrees to pay all reasonable costs of collection, including reasonable attorneys' fees, if all or any part of the rent reserved herein is collected after maturity with the aid of an attorney; also, Lessee agrees to pay reasonable attorney fees in the event it becomes necessary for Lessors to employ an attorney to enforce any of the covenants, obligations or conditions imposed in this Agreement.

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

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

24. Until further notice of change of address, any notice in writing given under this Agreement shall be sufficient if sent by mail, postage prepaid and addressed as follows:

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

and

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

25. It is specifically agreed between the parties that *this* contract and the enforcement of any of the provisions thereof shall be construed and enforced in accordance with the laws of the State of Tennessee.

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

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

[Signature Pages to Follow]

ATTEST:

LESSOR:  
MEMPHIS AND SHELBY COUNTY PORT  
COMMISSION

Sherome Jones Secretary-Treasurer By: John Turvey Chairman

APPROVED AS TO FORM:

[Signature]  
Port Commission Attorney

STATE OF TENNESSEE  
COUNTY OF SHELBY

Before me, a notary public within and for said state and county, at Memphis, Tennessee, duly commissioned and qualified, personally appeared George Currie, with whom I am personally acquainted, and who upon oath acknowledged himself to be the Chairman of the Memphis and Shelby County Port Commission, created by Chapters 500 and 529 of the Private Acts of Tennessee of 1947, as amended, and that he as such chairman being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Memphis and Shelby County Port Commission by himself as chairman.

WITNESS my hand and seal of office at Memphis, Tennessee, this the 4th day of October, 2023.

A. Shepherd  
Notary Public

My commission expires 10/17/23



ATTEST:

LESSOR:  
CITY OF MEMPHIS

\_\_\_\_\_  
City Comptroller

By: \_\_\_\_\_  
Jim Strickland, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

STATE OF TENNESSEE  
COUNTY OF SHELBY

Before me, a notary public within and for said state and county, at Memphis, Tennessee, duly commissioned and qualified, personally appeared **Jim Strickland**, and with whom I am personally acquainted, and who upon oath acknowledged himself to be the Mayor of the City of Memphis, a municipal corporation of the State of Tennessee, and that he as mayor being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the municipal corporation by himself as mayor thereof.

WITNESS my hand and seal of office at Memphis, Tennessee, this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_



APPROVED AS TO FORM  
AND LEGALITY:

LESSOR:  
COUNTY OF SHELBY

\_\_\_\_\_  
Contract Administrator  
Assistant County Attorney

By: \_\_\_\_\_  
Lee Harris, Mayor

STATE OF TENNESSEE  
COUNTY OF SHELBY

Before me, a notary public within and for said state and county, at Memphis, Tennessee, duly commissioned and qualified, personally appeared **Lee Harris**, with whom I am personally acquainted, and who upon oath acknowledged himself to be the Mayor of the County of Shelby, State of Tennessee, and that he as such mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of Shelby County by himself as mayor thereof.

WITNESS my hand and seal of office at Memphis, Tennessee, this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

LESSEE:

B&G Partnership

By: Doug Goodman  
Doug Goodman, Owner/President

STATE OF ~~TENNESSEE~~ Kentucky

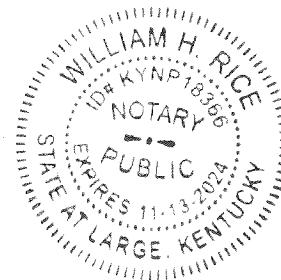
COUNTY OF Fulton

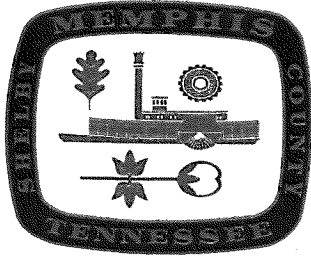
Before me, a notary public within and for said state and county, duly commissioned and qualified, personally appeared Doug Goodman with whom I am personally acquainted, and who upon oath acknowledged himself to be the President of **B&G Partnership**, a Kentucky partnership and that he as President being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

WITNESS my hand and seal of office at 1522 Union City Hwy, this 2nd day of October, 2023. Hickman KY 42050

William H Rice  
Notary Public

My commission expires: 11/13/24





## Memphis City Council Summary Sheet

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

This is a resolution to grant \$1,000,000 to Alliance Healthcare Services for the Behavioral Health Crisis Center

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

City Administration – Grants & Subsidies

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

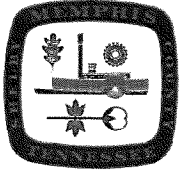
This item requires an amendment to the current funding budget for the City.

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

This item will require a funding agreement.

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

This item will require an expenditure of funds and a budget amendment.



## Resolution to Grant \$1 million to Alliance Healthcare Services for the Behavioral Health Crisis Center

**WHEREAS**, the City of Memphis desires to promote community programming and improve neighborhoods for its Citizens, and

**WHEREAS**, it is recognized that addressing mental health challenges is not only a local issue, but also a nationwide matter, and

**WHEREAS**, Alliance Healthcare (Alliance) is the largest comprehensive behavioral health provider in Shelby County providing services in crisis intervention, housing, addiction, mental health, and children and families, as well as managing the state's highest volume of crisis assessments, and

**WHEREAS**, Alliance recently broke ground on a 55,000 square foot behavioral crisis center in the Binghampton community, and

**WHEREAS**, Alliance has secured \$21.5 million of the estimated \$34 million needed to build the crisis center, and

**WHEREAS**, City and County law enforcement and emergency responders work collaboratively with Alliance to ensure individuals suffering mental health crises receive appropriate care, rather than booking them in jail or taking them to the emergency room, and

**WHEREAS**, the Alliance Healthcare Services Crisis Wellness Center will be a shining example of how local and state government and community partners can work together to expand access to critical mental health services, providing the Citizens of Memphis with hope and opportunities to thrive.

**NOW, THEREFORE BE IT RESOLVED** that the Memphis City Council appropriates the allocation of \$1,000,000 toward the planned two-story 24/7 wellness center focused on intervention and care, with an estimated 45 beds for immediate patient care and expansion of services to include walk-in support for children and families providing a safer, more dignified, and effective approach to mental health and substance abuse treatment for our Community.

**THEREFORE, BE IT FURTHER RESOLVED** that the funding for this initiative will be provided through the appropriation of unassigned fund balance in the General Fund by the Fiscal Year 2023 excess of revenues over expenditures, and that the Fiscal Year 2024 Operating Budget be amended in the amount of \$1,000,000 in accordance with Tennessee Constitution Article 2 § 24, TCA § 9-1-116, Municipal Budget Law of 1982.

Sponsored by City Administration

## **Resolution to provide \$20,000,000 in cash flow to MATA until federal transit funds are distributed.**

**WHEREAS**, The Memphis Area Transit Authority (MATA) federal funding for transportation is anticipated to arrive in June 2023; and

**WHEREAS**, The federal funding distribution timing causes cash flow challenges for MATA; and

**WHEREAS**, MATA does not hold or budget a cash reserve, and

**WHEREAS**, MATA seeks to draw down cash from the City's cash reserve, on an as needed basis up to the full authorized amount of \$20 million.

**WHEREAS**, In the past, the City of Memphis (the City) has provided cash flow funding from its cash reserves to MATA to alleviate MATA's cash flow issues; and

**WHEREAS**, upon receipt of the federal funding MATA will return the cash flow advance to the City;

**NOW, THEREFORE, BE IT RESOLVED** By the Council of the City of Memphis that the City advance MATA up to \$20,000,000, from its reserves to MATA for cash flow until Federal Funds arrive.

**BE IT FURTHER RESOLVED** By the Council of the City of Memphis that the advance is appropriated in the FY2024 Budget.

**BE IT FURTHER RESOLVED** By the Council of the City of Memphis that MATA will return the advance to the City upon receipt of its federal funding.

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF MEMPHIS,  
TENNESSEE, AND THE MEMPHIS AREA TRANSIT AUTHORITY**

This Interlocal Agreement, effective as of November \_\_\_\_, 2023 (the “Effective Date”), is entered into by and between the City of Memphis, Tennessee (the “City”), and the Memphis Area Transit Authority (“MATA”).

WHEREAS, the City desires to collaborate with MATA in its effort to provide transit services to the citizens of the City; and

WHEREAS, MATA is a component unit of the City and meets the requirements of GASB No. 14 as a legally separate organization; and

WHEREAS, federal funding to MATA for its Fiscal Year ending June 30, 2024 (“FY 2024”), has been delayed due to the potential “shut-down” of federal government services; and

WHEREAS, such delay in federal funding will present cash flow challenges for MATA to continue operations without interruption; and

WHEREAS, MATA has requested that the City provide a bridge loan to address the estimated shortfall in MATA operating funds; and

WHEREAS, the Director of the Division of Local Government Finance in the Tennessee Comptroller’s Office has advised the City that an Interlocal Agreement is the proper tool for the City to enter into a loan with a component unit such as MATA; and

WHEREAS, pursuant to the provisions of Tenn. Code Ann. §12-9-101 *et seq.*, any two (2) or more public agencies may enter into agreements with one another for joint or cooperative action; and

WHEREAS, the City administration has determined it to be in the best interest of the City that the City enter into this Interlocal Agreement for the purpose of making a loan to MATA in an amount not to exceed \$20,000,000 (the “Loan”), which Loan is intended to allow MATA to continue operations without interruption until the receipt by MATA of federal funds; and

WHEREAS, advances under the Loan are subject to appropriation by the Council of the City; and

WHEREAS, MATA has agreed to repay the Loan immediately upon receipt of federal funds.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants set forth below, the receipt and sufficiency of which are hereby acknowledged, the City and MATA agree as follows:

1. Authority and Purpose. Tennessee Code Annotated §12-9-101 *et seq.* authorizes any two or more public agencies to enter into agreements for the joint or cooperative exercise of

any power, privilege or authority exercised or capable of exercise individually by such public agencies. The parties hereto are public entities within the meaning of these laws.

2. Loan. Subject to appropriation by the City Council, the City is hereby authorized to make a drawdown loan (the “Loan”) to MATA in an amount not to exceed \$20,000,000 for the purpose of allowing MATA to continue operations.

3. Request for Advance. The Loan shall be originated by the City on a drawdown basis, and the proceeds of the Loan shall be advanced by the City in installments upon receipt of MATA’s written notice to the City in the form of a Request for Advance. Each Request for Advance shall be signed by an authorized representative of MATA and shall specify: (1) the principal amount of the advance to be made; (2) that the aggregate amount of the requested advance shall be used solely to fund operations of the transit system; and (3) after giving effect to such advance, the aggregate principal amount of all advances made hereunder. Additionally, each Request for Advance shall include financial statements for the current and year-to-date periods. Each Request for Advance shall be emailed to the Deputy Chief Financial Officer of the City.

4. Repayment of the Loan. MATA shall repay the Loan to the City immediately upon receipt by MATA of any federal funds, including, but not limited to, grants, awards and other financial assistance from the United State Department of Transportation, the Federal Transit Authority and any other federal agency, department or other entity.

5. Offset. If the Loan or any portion thereof is not repaid prior to the end of FY 2024, the City may offset such amount against any grant allocation, appropriation or other funds the City would have provided MATA in Fiscal Year ending June 30, 2025.

6. Termination. This Agreement shall terminate upon payment in full of the Loan.

7. Amendment. No amendment, change, modification, alteration or termination of this Agreement shall be made other than pursuant to a written instrument signed by the parties to this Agreement.

8. Miscellaneous.

(a) The City and MATA hereby agree that this Agreement shall not become effective until it has been approved by the City Council of the City and the Board of Commissioners of MATA.

(b) If any paragraph or part of a paragraph of this Agreement shall be declared null and void or unenforceable against any of the parties hereto by any court of competent jurisdiction, such declaration shall not affect the validity or enforceability of any other paragraph or part of a paragraph of this Agreement.

(c) In the event any agreement contained in this Agreement shall be breached and such breach shall thereafter be waived, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

(d) This Agreement shall inure to the benefit of the City and MATA and shall be binding upon the City and MATA and their respective successors and assigns.

(e) This Agreement shall be governed as to validity, construction and performance by the laws of the State of Tennessee.

(f) This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall constitute but one and the same agreement.

(g) The descriptive headings of the several paragraphs of this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

*Signature page to follow*



IN WITNESS WHEREOF, the parties hereby have caused this Agreement to be duly executed as of the date set forth hereinabove with actual execution on the dates set forth in the acknowledgements hereto.

**CITY OF MEMPHIS, TENNESSEE**

By: \_\_\_\_\_  
Mayor

**MEMPHIS AREA TRANSIT AUTHORITY**

By: \_\_\_\_\_  
President

# Federal Funding Update

American Rescue Plan Act (ARPA)

October 2023

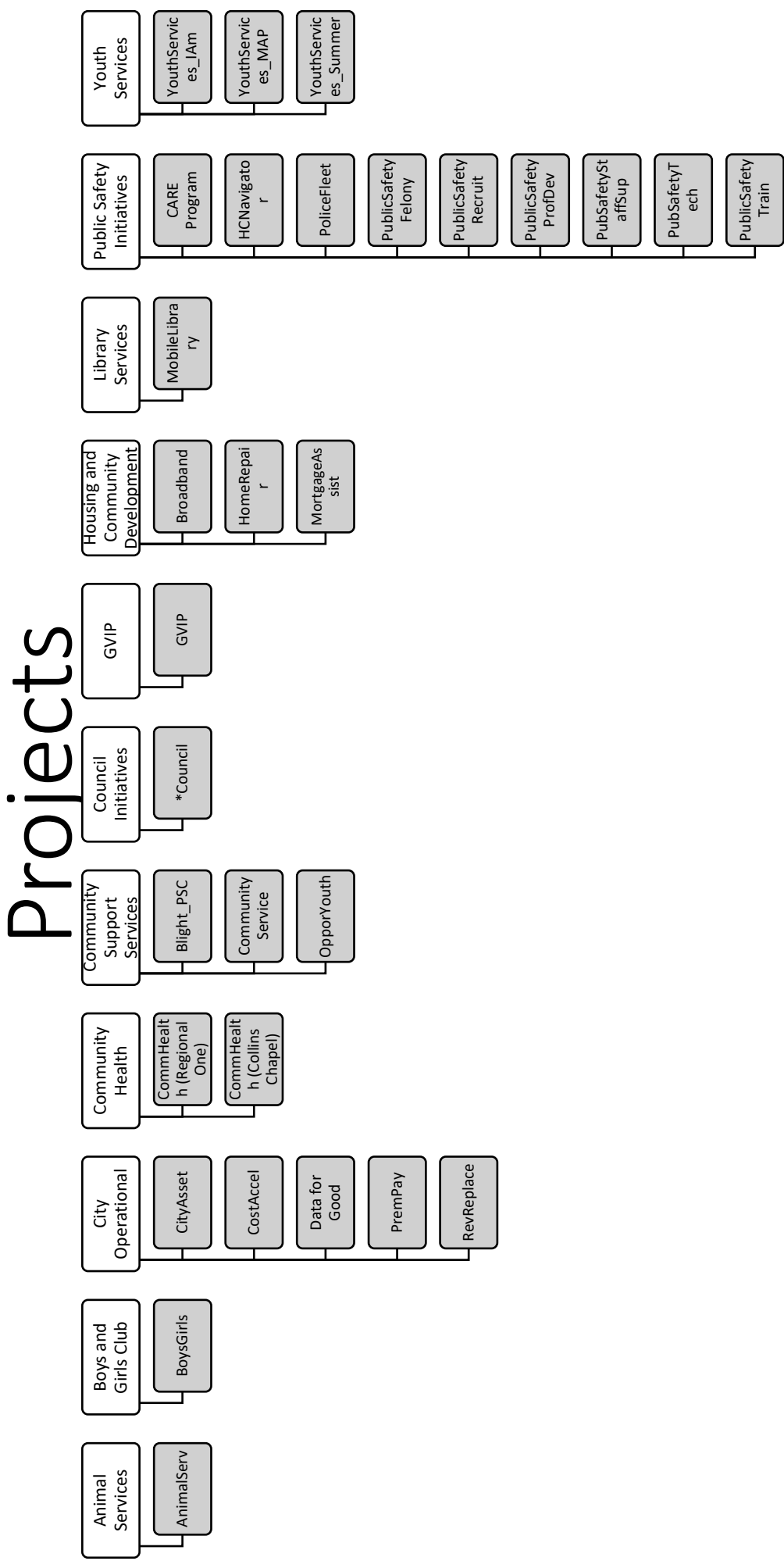
*Presented by the City of Memphis, Finance Division – Grants Administration*

- **Overview**
- **Reporting**
- **Allocation Categories and Projects**
- **Council Initiatives**
- **Expenditure Summary**

- Funds may be used for costs incurred between March 3, 2021, and December 31, 2024 for the following purposes:
  - To respond to the public health emergency or its negative economic impacts
  - To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers
  - For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency
  - To make the necessary investment in water, sewer, or broadband infrastructure
  - NEW: To provide emergency relief from natural disasters or the negative economic impacts on natural disasters
  - NEW: Surface transportation projects
  - NEW: Title I projects under CDBG and ICDBG

- Project and expenditure reporting is due to the US Treasury on the last day of the month after the end of each quarter
  - Last report submitted - July 28, 2023
  - Next report due - October 31, 2023
- Recovery Plan Performance Report
  - Due annually on July 31<sup>st</sup>
  - On the City's website - <https://www.memphistn.gov/finance-files/>

# ARPA Allocation Categories and Projects



- |   |  |  |
|---|--|--|
| 1. Mental Health Breakfast                      | 14. Orpheum Theatre                        | 27. Flip My Life   |
| 2. Healthcare Navigator                         | 15. Public Transportation: MATA            | 28. Environmental Court Indigent Defendants Foundation   |
| 3. Africa in April                              | 16. Relationship Unleashed                 | 29. Memphis Libraries                                    |
| 4. Choose901                                    | 17. Hub for Homeless Operations            | 30. Memphis Aging Commission                             |
| 5. Communities in Schools                       | 18. ShotRX                                 | 31. Juvenile Intervention & Faith-Based Follow-Up (JIFF) |
| 6. Equity to Prosperity                         | 19. Stax Museum-Soulsville Foundation, Inc | 32. Memphis Police CIP - Axon Updates PD04031            |
| 7. Explore Bike Share                           | 20. Affordable Housing Grant               | 33. Feasibility Study for a Memphis Crime Lab            |
| 8. Food Desert Initiative North Memphis         | 21. Habitat for Humanity (Seniors)         | 34. Memphis Food Waste Project 2                         |
| 9. HBCU Scholarship Initiative                  | 22. Share the Pennies (MLGW)               | 35. Raleigh CDC  |
| 10. Memphis Food Waste Project                  | 23. Solid Waste Initiatives                | 36. Shell on Wheels                                      |
| 11. Midsouth Food Bank                          | 24. Girls Inc. Campus Construction         | 37. The Time Is Now Redevelopment                        |
| 12. MMDC Memphis Medical District Collaborative | 25. Memphis Brand Initiative               |  |
| 13. National Civil Rights Museum                | 26. Black Business Association             |  |

Allocation Category	Approved Budget	Commitments (Contracts or Confirmed Usage)	Expenditures	Total Commitments and Expenditures	Remaining Balance	Project Completion Status (not including commitments)
Animal Services	600,000	368,177	231,823	600,000	-	38.64%
Boys and Girls Club	9,000,000	-	9,000,000	9,000,000	-	100.00%
City Operational	61,554,554	3,488,395	58,016,159	61,504,554	50,000	94.25%
Community Health	4,000,000	-	4,000,000	4,000,000	-	100.00%
Community Support Services	3,900,035	728,776	3,171,259	3,900,035	-	81.31%
Council Initiatives	26,732,095	13,879,773	12,852,322	26,732,095	-	48.08%
Group Violence Intervention Program	4,250,000	1,398,888	2,851,112	4,250,000	-	67.08%
Housing & Community Development Initiatives	21,100,000	2,692,143	2,739,857	5,432,000	15,668,000	12.99%
Library Services	450,970	222,535	228,435	450,970	-	50.65%
Public Safety Initiatives	26,870,000	5,321,711	21,548,289	26,870,000	-	80.19%
Youth Services	2,603,836	935,526	1,668,310	2,603,836	-	64.07%
<b>Grand Total</b>	<b>161,061,490</b>	<b>29,035,924</b>	<b>116,307,566</b>	<b>145,343,490</b>	<b>15,718,000</b>	<b>72.21%</b>



# Animal Services

Allocation Category	Project	Expenditure Category	Project Description	Approved Budget	Commitments (Contracts or Confirmed Usage)	Expenditures	Total Commitments and Expenditures	Remaining Balance	Project Completion Status (not including Commitments)
Animal Services	AnimalServ	2-Negative Economic Impacts	To add three additional Animal Control Officers by reducing the response time for dangerous aggressive and injured dog emergencies	600,000	368,177	231,823	600,000	-	38.64%
				<b>600,000</b>	<b>368,177</b>	<b>231,823</b>	<b>600,000</b>	<b>-</b>	<b>38.64%</b>

# Boys and Girls Club of Greater Memphis

Allocation Category	Project	Expenditure Category	Project Description	Approved Budget	Commitments (Contracts or Confirmed Usage)	Expenditures	Total Commitments and Expenditures	Remaining Balance	Project Completion Status (not including Commitments)
Boys and Girls Club	BoysGirls	2-Negative Economic Impacts	To provide 50 additional club sites in the City of Memphis schools and community centers	9,000,000	-	9,000,000	9,000,000	-	100.00%
				<b>9,000,000</b>	<b>-</b>	<b>9,000,000</b>	<b>9,000,000</b>	<b>-</b>	<b>100.00%</b>

# City Operational Support Initiatives

Allocation Category	Project	Expenditure Category	Project Description	Approved Budget	Commitments (Contracts or Confirmed Usage)	Expenditures	Total Commitments and Expenditures	Remaining Balance	Project Completion Status (not including Commitments)
City Operational	CityAsset	2-Negative Economic Impacts	The City's tourism travel and hospitality industries have all suffered disproportionate negative impacts due to the COVID-19 public health emergency and associated closures and efforts to contain the pandemic	4,000,000	-	4,000,000	4,000,000	-	100.00%
City Operational	CostAccel	2-Negative Economic Impacts	To address the needs of the increase in construction costs due to the COVID-19 pandemic	4,000,000	3,420,895	579,105	4,000,000	-	14.48%
City Operational	Data for Good	7-Administrative	To assist the City of Memphis in developing plans and strategies for all grant opportunities for the City of Memphis focusing on opportunities funded through the American Rescue Plan	96,000	67,500	28,500	96,000	-	29.69%
City Operational	PremPay	4-Premium Pay	The Essential Worker Premium Pay program is for general employees who worked for the City of Memphis in 2021. The employees must meet the definition of essential worker	14,022,900	-	13,972,900	13,972,900	50,000	99.64%
City Operational	RevReplace	6-Revenue Replacement	Revenue replacement will be used to provide funding for government services up to the amount of revenue loss due to the pandemic	39,435,654	-	39,435,654	39,435,654	-	100.00%
				<b>61,554,554</b>	<b>3,488,395</b>	<b>58,016,159</b>	<b>61,504,554</b>	<b>50,000</b>	<b>94.25%</b>

# Community Health Initiatives

Allocation Category	Project	Expenditure Category	Project Description	Approved Budget	Commitments (Contracts or Confirmed Usage)	Expenditures	Total Commitments and Expenditures	Remaining Balance	Project Completion Status (not including Commitments)
Community Health	CommHealth	1-Public Health	Collins Chapel - to provide capital investment and/or adaptations to the facilities of Collins Chapel Connectional Hospital.	1,000,000.00	-	1,000,000.00	1,000,000.00	-	100.0%
Community Health	CommHealth	1-Public Health	Regional One - to provide funding to re-open 21 beds by increasing staffing for Regional One Health Medical Center	3,000,000.00	-	2,000,000.00	3,000,000.00	-	100.0%
				<b>4,000,000.00</b>	<b>-</b>	<b>4,000,000.00</b>	<b>4,000,000.00</b>	<b>-</b>	<b>100.0%</b>

# Community Support Services

Allocation Category	Project	Expenditure Category	Project Description	Approved Budget	Commitments (Contracts or Confirmed Usage)	Expenditures	Total Commitments and Expenditures	Remaining Balance	Project Completion Status (not including Commitments)
Community Support Services	Blight_PSC	2-Negative Economic Impacts	The Memphis Public Service Corps (MPSC) offers part-time employment opportunities to serve the community through various blight remediation efforts around the City. MPSC targets opportunity youth and those with non-violent criminal backgrounds by providing employment for clearing litter and debris from parks, streets, and right of ways.	387,035	-	387,035	387,035	-	100.00%
Community Support Services	Community Service (formerly Manhood/WOWS)	2-Negative Economic Impacts	The Manhood University and WOWS programs will encourage, empower, and employ the men and women in Memphis to reach their highest potential. These programs offer application, resume completion, effective communication skills, preparation for interviews, and credit financial literacy.	2,253,000	532,938	1,720,062	2,253,000	-	76.35%
Community Support Services	OpporYouth	2-Negative Economic Impacts	Employment for youth to increase family income and reduce crime.	1,260,000	195,838	1,064,162	1,260,000	-	84.46%
				<b>3,900,035</b>	<b>728,776</b>	<b>3,171,259</b>	<b>3,900,035</b>	<b>-</b>	<b>81.31%</b>

# Council Initiatives

Allocation Category	Project	Expenditure Category	Project Description	Approved Budget	Commitments (Contracts or Confirmed Usage)	Expenditures	Total Commitments and Expenditures	Remaining Balance	Project Completion Status (not including Commitments)
Council Initiatives	Council	2-Negative Economic Impacts	Public Safety Professional Development /Training (Mental Health Breakfast)	2,500	-	2,500	2,500	-	100.00%
Council Initiatives	Council	2-Negative Economic Impacts	Healthcare Navigator (Council)	1,071,640	115,716	955,924	1,071,640	-	89.20%
Council Initiatives	Council	2-Negative Economic Impacts	Africa in April	125,000	-	125,000	125,000	-	100.00%
Council Initiatives	Council	2-Negative Economic Impacts	Choose901	30,000	-	30,000	30,000	-	100.00%
Council Initiatives	Council	2-Negative Economic Impacts	Communities in Schools	500,000	250,000	250,000	500,000	-	50.00%
Council Initiatives	Council	2-Negative Economic Impacts	Equity to Prosperity	1,000,000	-	1,000,000	1,000,000	-	100.00%
Council Initiatives	Council	2-Negative Economic Impacts	Explore Bike Share	50,000	-	50,000	50,000	-	100.00%
Council Initiatives	Council	2-Negative Economic Impacts	Food Desert Initiative North Memphis	3,000,000	590,000	2,410,000	3,000,000	-	80.33%
Council Initiatives	Council	2-Negative Economic Impacts	HBCU Scholarship Initiative	1,000,000	-	1,000,000	1,000,000	-	100.00%
Council Initiatives	Council	2-Negative Economic Impacts	Memphis Food Waste Project	180,000	-	180,000	180,000	-	100.00%
Council Initiatives	Council	2-Negative Economic Impacts	Midsouth Food Bank_3	250,000	-	250,000	250,000	-	100.00%
Council Initiatives	Council	2-Negative Economic Impacts	MMDC Memphis Medical District Collaborative	240,000	-	240,000	240,000	-	100.00%
Council Initiatives	Council	2-Negative Economic Impacts	National Civil Rights Museum	250,000	-	250,000	250,000	-	100.00%
Council Initiatives	Council	2-Negative Economic Impacts	Orpheum Theatre	125,000	-	125,000	125,000	-	100.00%

# Council Initiatives

(Continued)

Allocation Category	Project	Expenditure Category	Project Description	Approved Budget	Commitments (Contracts or Confirmed Usage)	Expenditures	Total Commitments and Expenditures	Remaining Balance	Project Completion Status (not including Commitments)
Council Initiatives	Council	2-Negative Economic Impacts	MATA	1,500,000	1,500,000	-	1,500,000	-	0.00%
Council Initiatives	Council	2-Negative Economic Impacts	Relationship Unleashed	25,000	-	25,000	25,000	-	100.00%
Council Initiatives	Council	2-Negative Economic Impacts	Hub for Homeless Operations	3,000,000	3,000,000	-	3,000,000	-	0.00%
Council Initiatives	Council	2-Negative Economic Impacts	ShotRX	1,000,000	-	1,000,000	1,000,000	-	100.00%
Council Initiatives	Council	2-Negative Economic Impacts	Stax Museum-Soulsville Foundation, Inc	125,000	-	125,000	125,000	-	100.00%
Council Initiatives	Council	2-Negative Economic Impacts	Affordable Housing Grant/Loan	3,000,000	1,727,630	1,272,370	3,000,000	-	42.41%
Council Initiatives	Council	2-Negative Economic Impacts	Habitat for Humanity (Seniors)	500,000	500,000	-	500,000	-	0.00%
Council Initiatives	Council	2-Negative Economic Impacts	Share the Pennies (MLGW)	250,000	-	250,000	250,000	-	100.00%
Council Initiatives	Council	2-Negative Economic Impacts	Council Initiatives - Solid Waste	1,428,360	385,195	1,043,165	1,428,360	-	73.03%
Council Initiatives	Council	2-Negative Economic Impacts	Girls Inc. Campus Construction	500,000	-	500,000	500,000	-	100.00%
Council Initiatives	Council	2-Negative Economic Impacts	Memphis Brand Initiative	100,000	-	100,000	100,000	-	100.00%

# Council Initiatives

(Continued)

Allocation Category	Project	Expenditure Category	Project Description	Approved Budget	Commitments (Contracts or Confirmed Usage)	Expenditures	Total Commitments and Expenditures	Remaining Balance	Project Completion Status (not including Commitments)
Council Initiatives	Council	2-Negative Economic Impacts	Black Business Association	916,851	-	916,851	916,851	-	100.00%
Council Initiatives	Council	2-Negative Economic Impacts	Flip My Life	80,000	-	80,000	80,000	-	100.00%
Council Initiatives	Council	2-Negative Economic Impacts	Environmental Court Indigent Defendants Foundation	150,000	150,000	-	150,000	-	0.00%
Council Initiatives	Council	2-Negative Economic Impacts	Memphis Libraries	2,211,232	2,211,232	-	2,211,232	-	0.00%
Council Initiatives	Council	2-Negative Economic Impacts	Memphis Aging Commission	220,912	-	220,912	220,912	-	100.00%
Council Initiatives	Council	2-Negative Economic Impacts	Juvenile Intervention & Faith-Based Follow-Up (JIFF)	250,000	-	250,000	250,000	-	100.00%
Council Initiatives	Council	2-Negative Economic Impacts	Memphis Police CIP - Axon Updates PD04031.11534	3,000,000	3,000,000	-	3,000,000	-	0.00%
Council Initiatives	Council	2-Negative Economic Impacts	Feasibility Study for a Memphis Crime Lab	300,000	300,000	-	300,000	-	0.00%
Council Initiatives	Council	2-Negative Economic Impacts	Memphis Food Waste Project 2	145,600	-	145,600	145,600	-	100.00%
Council Initiatives	Council	2-Negative Economic Impacts	Raleigh CDC	150,000	150,000	-	150,000	-	0.00%
Council Initiatives	Council	2-Negative Economic Impacts	Shell on Wheels	40,000	-	40,000	40,000	-	100.00%
Council Initiatives	Council	2-Negative Economic Impacts	The Time Is Now Redevelopment	15,000	-	15,000	15,000	-	100.00%
				<b>26,732,095</b>	<b>13,879,773</b>	<b>12,852,322</b>	<b>26,732,095</b>	<b>-</b>	<b>48.08%</b>



# Group Violence Intervention Program

Allocation Category	Project	Expenditure Category	Project Description	Approved Budget	Commitments (Contracts or Confirmed Usage)	Expenditures	Total Commitments and Expenditures	Remaining Balance	Project Completion Status (not including Commitments)
Group Violence Intervention Program	GVIP	1-Public Health	To hire Street Intervention Workers Hospital Violence Interrupters and provide outreach services for youth and other wrap around services	4,250,000	1,398,888	2,851,112	4,250,000	-	67.08%
				<b>4,250,000</b>	<b>1,398,888</b>	<b>2,851,112</b>	<b>4,250,000</b>	<b>-</b>	<b>67.08%</b>

# Housing and Community Development Initiatives

Allocation Category	Project	Expenditure Category	Project Description	Approved Budget	Commitments (Contracts or Confirmed Usage)	Expenditures	Total Commitments and Expenditures	Remaining Balance	Project Completion Status (not including Commitments)
Housing & Community Development Initiatives	Broadband	5-Infrastructure	To create broadband infrastructure that provides opportunities for job growth new business development residential density vibrancy and a strong sustained economic resilience for a future Memphis	15,000,000	-	82,000	82,000	14,918,000	0.55%
Housing & Community Development Initiatives	HomeRepair	2-Negative Economic Impacts	Provides grants to City of Memphis homeowners ranging from 5,000 to 25,000 to complete home repairs and resolve health and safety issues	5,000,000	2,407,143	1,842,857	4,250,000	750,000	36.86%
Housing & Community Development Initiatives	MortgageAssist	2-Negative Economic Impacts	To assist City of Memphis residents who are in danger of becoming homeless due to their inability to pay their monthly mortgage because of hardship related to the COVID-19 pandemic	1,100,000	285,000	815,000	1,100,000	-	74.09%
				<b>21,100,000</b>	<b>2,692,143</b>	<b>2,739,857</b>	<b>5,432,000</b>	<b>15,668,000</b>	<b>12.99%</b>

# Library Services

Allocation Category	Project	Expenditure Category	Project Description	Approved Budget	Commitments (Contracts or Confirmed Usage)	Expenditures	Total Commitments and Expenditures	Remaining Balance	Project Completion Status (not including Commitments)
Library Services	MobileLibrary	2-Negative Economic Impacts	To increase equitable access to technology and library programs. This will support education advancement and workforce readiness by offering computer classes and STEM programming.	450,970	222,535	228,435	450,970	-	50.65%
				<b>450,970</b>	<b>222,535</b>	<b>228,435</b>	<b>450,970</b>	<b>-</b>	<b>50.65%</b>

# Public Safety

Allocation Category	Project	Expenditure Category	Project Description	Approved Budget	Commitments (Contracts or Confirmed Usage)	Expenditures	Total Commitments and Expenditures	Remaining Balance	Project Completion Status (not including Commitments)
Public Safety Initiatives	CARE Program	1-Public Health	This project supports the Memphis Fire Divisions CARE Crisis Assessment and Response to Emergencies Program. It is a three-person mental health response team that includes a MFD firefighter and/or paramedic, a masters level crisis assessor from Alliance Healthcare Services and a CIT police officer. Together this team is equipped with the necessary knowledge and tools to act as a resource for those individuals diagnosed with or displaying symptoms of mental illness who require assistance in that regard.	1,500,000	1,500,000	-	1,500,000	-	0.00%
Public Safety Initiatives	HCNavigator	1-Public Health	To connect vulnerable populations to community resources, increase ambulance availability for life-threatening events and other EMS responses, navigate low-acuity 911 callers to more appropriate healthcare services, will avoid unnecessary ER visits.	1,000,000	356,735	643,265	1,000,000	-	64.33%
Public Safety Initiatives	PoliceFleet	2-Negative Economic Impacts	Take home car program	6,575,000	1,466,235	5,108,765	6,575,000	-	77.70%
Public Safety Initiatives	PublicSafetyFelony	2-Negative Economic Impacts	Public safety division enhancements - Felony Assault Unit	530,000	252,205	277,795	530,000	-	52.41%
Public Safety Initiatives	PublicSafetyRecruit	2-Negative Economic Impacts	Public safety recruitment incentives	12,000,000	136,256	11,863,744	12,000,000	-	98.86%
Public Safety Initiatives	PublicSafetyProfDev	2-Negative Economic Impacts	Public safety professional development	270,000	240,900	29,100	270,000	-	10.78%
Public Safety Initiatives	PubSafetyStaffSup	2-Negative Economic Impacts	Staff costs associated with supporting public safety recruitment	1,500,000	329,906	1,170,094	1,500,000	-	78.01%
Public Safety Initiatives	PubSafetyTech	2-Negative Economic Impacts	Safety Technology Improvements - ESRI Geographical Information Systems Atlas One Mobile Application LeadsOnline	3,000,000	870,877	2,129,123	3,000,000	-	70.97%
Public Safety Initiatives	PublicSafetyTrain	2-Negative Economic Impacts	Public safety development and training initiatives	495,000	168,597	326,403	495,000	-	65.94%
				<b>26,870,000</b>	<b>5,321,711</b>	<b>21,548,289</b>	<b>26,870,000</b>	<b>-</b>	<b>80.19%</b>

# Youth Services

Allocation Category	Project	Expenditure Category	Project Description	Approved Budget	Commitments (Contracts or Confirmed Usage)	Expenditures	Total Commitments and Expenditures	Remaining Balance	Project Completion Status (not including Commitments)
Youth Services	YouthServices_IAm	2-Negative Economic Impacts	To assist youth who have disabilities and assist with creating post secondary plans which includes developing hard and soft skills for gainful employment	604,980	442,638	162,342	604,980	-	26.83%
Youth Services	YouthServices_MAP	2-Negative Economic Impacts	Youth program designed to offer leadership education entrepreneurship community service and perseverance	1,575,000	492,888	1,082,112	1,575,000	-	68.71%
Youth Services	YouthServices_Summer	2-Negative Economic Impacts	The MPLOY Youth Summer Experience provides the City of Memphis youth ages 14 - 22 with meaningful and rewarding summer experiences for six weeks It will service over 2000 youth with soft skills entry level positions and internships	423,856	-	423,856	423,856	-	100.00%
				<b>2,603,836</b>	<b>935,526</b>	<b>1,668,310</b>	<b>2,603,836</b>	<b>-</b>	<b>64.07%</b>



## **RESOLUTION APPROVING CERTAIN ROUTES FOR PARADES AND RACES AND EXEMPTING SAID ROUTES FROM THE NOTICE REQUIREMENT PURSUANT TO ORDINANCE 5675**

**WHEREAS**, pursuant to Ordinance 5675, effective July 1, 2018, all races or parades applying for a special event permit involving a street closure, must provide notice to all persons affected by the event at least 60 days prior to event, unless the requested route was previously approved by City Council;

**WHEREAS**, the purpose of the notice requirement is to minimize the use of motorized vehicular rights-of-way, particularly at highly trafficked times of day, residential streets without sidewalks, and to maximize the use of pedestrian rights-of-way;

**WHEREAS**, under Ordinance 5675, Permits Office shall submit a list of routes for races or parades to City Council for approval;

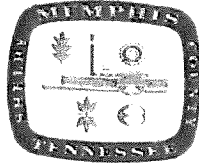
**WHEREAS**, under Ordinance 5675, all routes approved by City Council are exempt from the 60-day notice provision;

**WHEREAS**, the races and parades listed in Exhibit A meet the objective of Ordinance 5675 to minimize motorized vehicular rights-of-way; and

**WHEREAS**, it is in the best interests of the citizens of Memphis to approve these routes;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Memphis, pursuant to Ordinance Number 5675, do hereby approve the routes listed in Exhibit A, and hereby authorize the Permits Office to exempt applicants from the notice requirements under Ordinance Number 5675 and to approve the "special events permit" subject to the applicant meeting all other conditions required by Ordinance 5675.

**BE IT FURTHER RESOLVED**, that this Resolution shall become effective immediately, and shall remain in effective until December 31, 2024.



## Memphis City Council Summary Sheet

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

This is a resolution to accept, allocate, and appropriate Federal grant funds in the value of \$82,768 under A/E for the PW01256 (Overton Park Trail); and allocate and appropriate \$20,692 in GO Bonds for a local match for a total of \$103,460.00

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

This project is being initiated by the Division of Engineering.

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

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

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

Capital improvements in District 7 and Super Districts 8.

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

Amends an existing grant agreement with the Tennessee Department of Transportation for PW01256 to award additional funds.

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

Appropriation will require an amendment to the FY24 Capital Budget to appropriate funds in the sum of \$103,460.00.

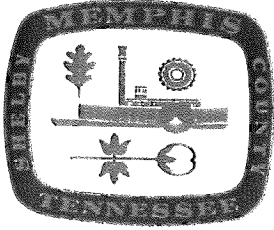
**7. If applicable, please list the MWBE goal and any additional information needed**

This request is to appropriate \$103,460.00 for the PW01256. The Goal setting committee will set an MWBE participation goal of 8% in accordance with TDOT's procedures.

**Council Resolution Caption (Overton Park Trail – PW01256 – Federal Grant Acceptance, Allocation, and Appropriation)**

A resolution to accept, allocate, and appropriate Federal grant funds in the value of \$82,768 for the Overton Park Trail project- PW01256 and allocate and appropriate \$20,692 in GO Bonds for a local match.





*A resolution to accept, allocate, and appropriate Federal grant funds in the value of \$82,768.00 for the Overton Park Trail project; and allocate and appropriate \$20,692.00 in GO Bonds for a local match.*

**WHEREAS**, the Tennessee Department of Transportation has awarded additional Federal grant funds for the Overton Park Trail project- PW01256; and

**WHEREAS** it is necessary to accept, \$82,768 in additional Federal grant funds for the Overton Park Trail project PW01256 and amend the FY24 CIP Budget; and

**WHEREAS** it is necessary to transfer and appropriate a sum of \$20,692.00 in GO Bond funds from EN01067 HSIP Coverline as a local match; and

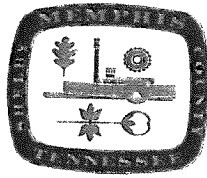
**WHEREAS** it is necessary to appropriate a total of \$103,460 for the Overton Park Trail project PW01256

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Memphis that the Fiscal Year 2024 Capital Budget be and is hereby amended by accepting, allocating, and appropriating Federal grant funds in the value of \$82,768.00 as well as allocating and appropriating \$20,692.00 in GO Bond funds for PW01256 – Overton Park Trail Project.

**BE IT FURTHER RESOLVED** that there be and is hereby appropriated the sum of \$103,460.00 to the Fiscal Year 2024 Capital Budget and credited as follows:

<b>Project Title:</b>	<b>Overton Park Trail Project</b>
<b>Project Number:</b>	<b>PW01256</b>
<b>Total Amount:</b>	<b>\$82,768.00.00 (Federal Grants CIP at Architecture/Engineering)</b>

<b>Project Title:</b>	<b>Overton Park Trail Project</b>
<b>Project Number:</b>	<b>PW01256</b>
<b>Total Amount:</b>	<b>\$20,692.00 (GO Bonds at Architecture/Engineering )</b>



## Memphis City Council Summary Sheet

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

A Resolution approving a 5 year lease to BLOC Ministries, Inc. for the use of City owned property located at 1720 RKS Commercial Cove in Memphis, Tennessee 38114. Sponsored by Administration.

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

Executive - Administration

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

N/A

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

District 4 and Super District 8

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

N/A

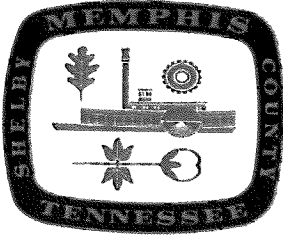
**6. State whether this requires an expenditure of funds/requires a budget amendment**

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

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

N/A

City Council Resolution



**A Resolution approving a 5 year lease to BLOC Ministries, Inc. for the use of City owned property located at 1720 RKS Commercial Cove in Memphis, Tennessee 38114**

**Whereas** the City of Memphis owns the property located at 1729 RKS Commercial Cove;

**Whereas**, BLOC Ministries, Inc. desires to lease the City owned facility for the benefit and use of underprivileged youth. The 901 BLOC Squad is an Intervention program in the City of Memphis in which the mission is to equip, empower, and bridge the gap of at-risk youth and their families. They respond to the condition of the neighborhoods, provide case management for at-risk girls and boys, and does one-to-one mentoring to understand their needs and to assist with changing their behaviors so that they can pursue a productive life; and

**Whereas**, the Administration has approved this request and has requested Real Estate to draft an agreement to lease this City owned property to the aforementioned organization; and

**Whereas** it is deemed to be in the best interest of the citizens of the City of Memphis and County of Shelby that this request be considered to provide safe parking for citizens and subject to the terms and conditions set forth in the Lease Agreement and City Ordinance 2-16 (J).

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

**BE IT FURTHER RESOLVED**, the City of Memphis Real Estate Department shall prepare and arrange for the execution of the lease agreement and shall initiate any request or any other documents needed to finalize the agreement, and the Mayor of the City of Memphis is hereby authorized to execute said lease agreement or any other documents necessary to fulfill this request to lease from the City.



## Memphis City Council Summary Sheet

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

A Resolution requesting the approval for the sale of a tax sale property located at 2420 Dexter Avenue, Memphis Shelby County, Tennessee 38108 and further described as Parcel ID# 042036 00047.

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

General Services

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

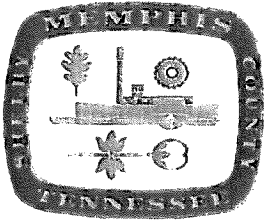
This item does not require a change to an existing ordinance.

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

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

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

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



**A Resolution approving the sale of a city owned property known as 2420 Dexter Avenue, Memphis, TN 38108, Parcel ID# 042036 00047**

**WHEREAS**, the City of Memphis owns the property located at 2420 Dexter Avenue, Memphis, TN 38108 (“The Property”) and is further identified by Shelby County Tax Assessor as Parcel ID# 042036 00047 containing 0.101 acres, more or less; and

**WHEREAS**, 2420 Dexter Avenue was acquired by the City of Memphis through a Tax Sale in 2018 and the sale of the subject parcel will increase the General funds and eliminate blight and maintenance costs for the City of Memphis; and

**WHEREAS**, Selma Brinson, Bessie L. Brinson and Patricia Frison, adjacent property owners, submitted an offer of Two Thousand Dollars (\$2,000.00) along with a Two Hundred Dollar (\$200.00) Earnest Money deposit to the City of Memphis Real Estate Office; and

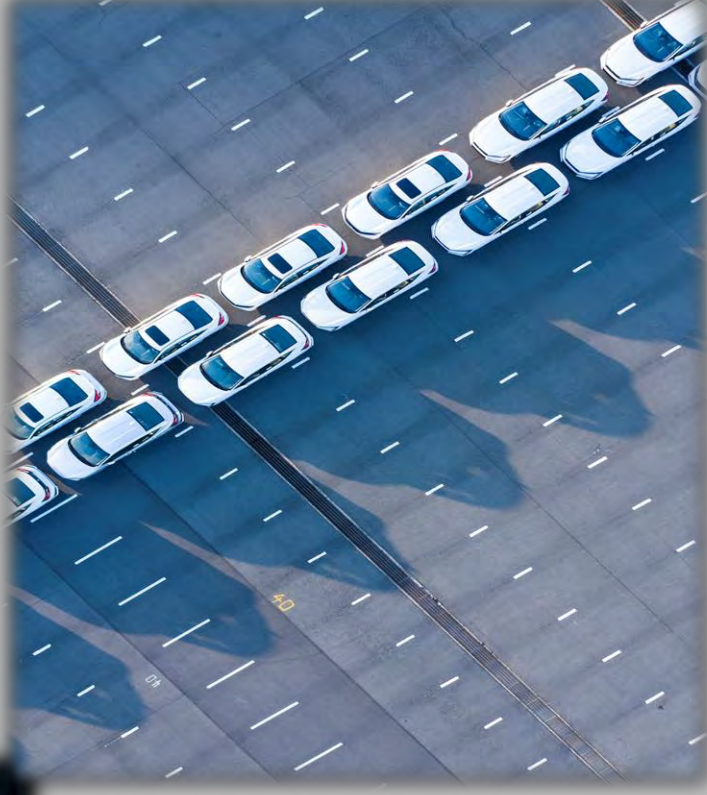
**WHEREAS**, it is deemed to be in the best interest of the citizens of the City of Memphis and County of Shelby that this request be considered subject to the terms and conditions set forth in the Offer to Purchase and in City Ordinance 5637 section 2-16-1(F).

**NOW, THEREFORE BE IT RESOLVED** by the Council of the City of Memphis that the offer made by Selma Brinson, Bessie L. Brinson and Patricia Frison 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.

# *Deferred Maintenance & Property Management*

Connecting the dots...  
...for sustainable asset management



# Context



- **2017 Facility Conditions Assessment (FCA) commissioned**
  - Beginning FY18 FCA used for General Services Major Mod
  - Updated & used when adopting Accelerate Memphis projects

We also gathered and updated any available facility condition assessment information for these facilities.

This study revealed that the current deferred maintenance need is approximately \$126 million dollars, which does not include dollars for over 175 buildings without an existing FCA.

To realize the full need, we recommend a Phase 2 to this feasibility study to complete the missing facility condition assessment information.



# Property



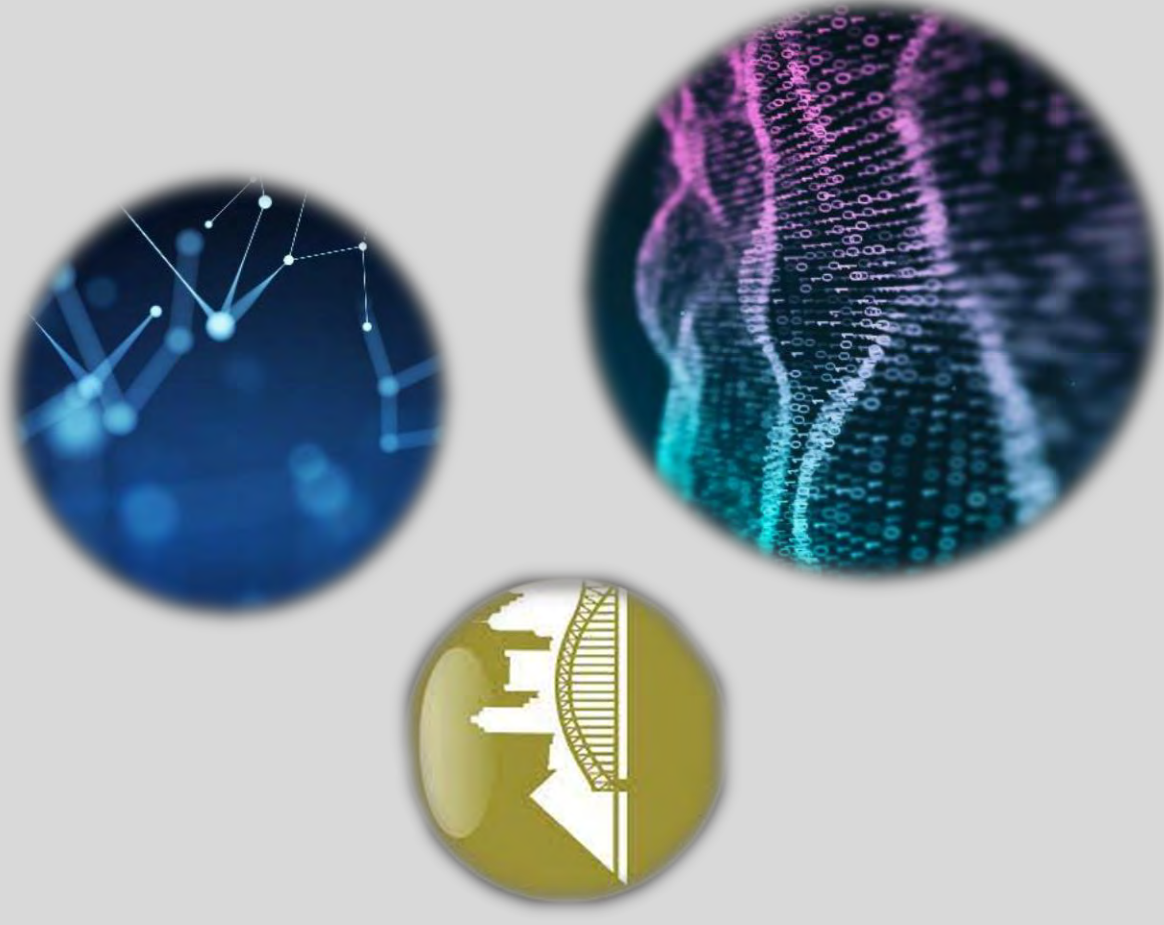
## Feasibility Study v. Facility Condition Assessment

- **Feasibility Study** measures building or facility's usefulness and/or purpose. The goal is to ensure the building or facility is compatible with the existing public needs and services.
- **Facility Condition Assessment**- a comprehensive evaluation of a building's systems. The purpose is to identify any existing or potential problems that affect the building's performance or integrity.
- Goal of the FCA
  - Routine and/or deferred maintenance
  - Remaining useful life on major building systems
  - Prioritized list of repairs
  - Total building replacement





# Property



# Property

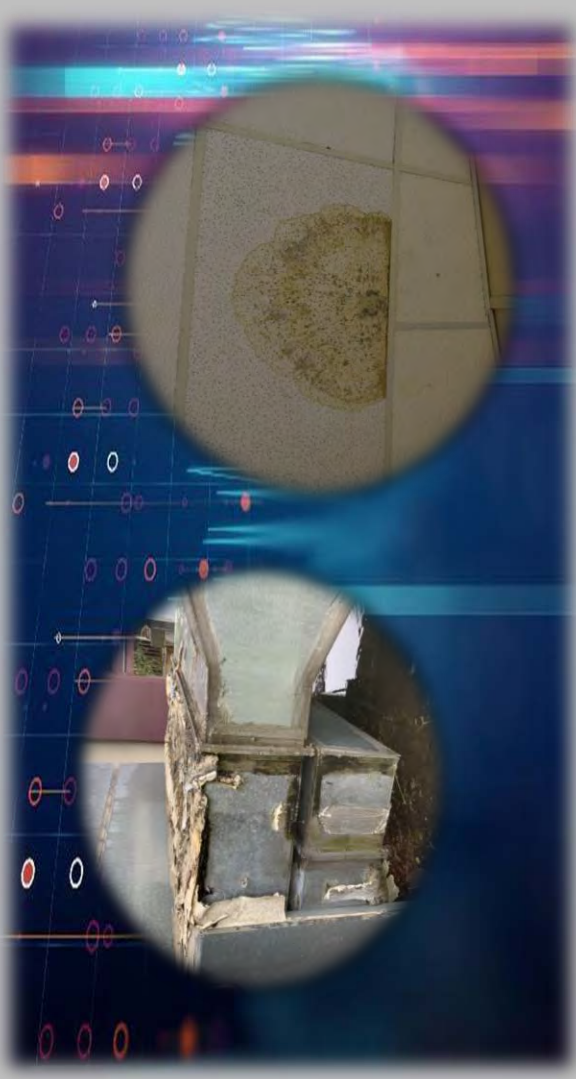


During this feasibility study, the OT Marshall and All World team worked with the Division of General Services to assemble a list of all buildings, Parks, athletic fields, and golf courses, owned by the City of Memphis. For the following public facing buildings:

- Community Centers
- Police Facilities
- Fire Facilities
- Libraries
- Large Civic Buildings

The structures listed above are approximately 4.5 million sq ft.

# Problem/Opportunity



City of Memphis		Facility Inventory												O. T. Marshall Architects		ALLWORLD Project Management, LLC	
ID	Building Name	Address	Division	Original Construction Date	Renovation Dates	Building Square Footage	Date of Assessment	Current Deferred Maintenance Cost	Notes	Escalation	Contingency	Total Deferred Maintenance Cost (2023)	Phase	RUL Report?			
20G04	City Hall	125 N. MAIN	Executive	N/A	2022	418800	2/27/2017	\$38,661,500	*Add Cladding amount	\$23,196,900.00	\$6,185,840.00	\$68,044,240.00	Phase 1	No			
19P12	Cordova Library	8457 TRINITY	Library	N/A	N/A	28781	6/20/2019	\$185,113	FCA Completed	\$92,556.50	\$27,766.95	\$305,436.45	Phase 1	Yes			
19P28	Cornelia Crenshaw Library	531 VANCE AVE	Library	1939	N/A	6650	6/14/2019	\$36,770	FCA Completed	\$18,385.00	\$5,515.50	\$60,670.50	Phase 1	Yes			
15F25	Creative Arts Building	MISSISSIPPI	Executive	N/A	N/A	55400	11/18/2021	\$1,129,922	FCA Completed	\$169,488.30	\$129,941.03	\$1,429,351.33	Phase 1	No			
15C27	Cunningham Community Center	3773 OLD ALLEN RD	Community Center	1997	N/A	18018	8/4/2021	\$150,221	FCA Completed	\$22,533.15	\$17,275.42	\$190,029.57	Phase 1	Yes			
15C03	Dave Wells Community Center	915 CHELSEA	Community Center	1997	N/A	17930	8/4/2021	\$59,668	FCA Completed	\$8,950.20	\$6,861.82	\$75,480.02	Phase 1	Yes			
15C04	Davis Community Center	3371 SPOTTSWOOD	Community Center	N/A	N/A	29408	8/4/2021	\$353,551	FCA Completed	\$53,032.65	\$40,658.37	\$447,242.02	Phase 1	Yes			
15G06	Davy Crockett Club House	4380 RANGE LINE ROAD	Golf Clubhouse	N/A	N/A	2473	10/16/2018	\$33,325	FCA Completed	\$16,663	\$4,998.75	\$4,986.25	Phase 1	No			
15C05	Douglass Community Center	1616 ASH	Community Center	1956	N/A	17772	8/4/2021	\$74,821	FCA Completed	\$11,223.15	\$8,604.42	\$94,648.57	Phase 1	Yes			
15S02	Douglass Outdoor Pool	1616 ASH	Pools	1957	N/A	6329	7/31/2018	\$76,902	FCA Completed	\$38,451	\$11,535.30	\$126,888.30	Phase 1	No			
D0255	East Shelby Branch Library	7200 East Shelby Dr	Library	1999	N/A	30000	6/19/2019	\$379,936	FCA Completed	\$189,968.00	\$56,990.40	\$626,894.40	Phase 1	Yes			
15S05	Ed Rice Frayser Outdoor Pool	2907 N. WATKINS	Pools	N/A	N/A	4585	6/26/2018	\$116,838	FCA Completed	\$58,419	\$17,525.70	\$192,782.70	Phase 1	Yes			
13F101	Fire Alarm Office	79 S. FLUCKER	Fire	1956	N/A	50461	4/15/2021	\$199,160	FCA Completed	\$29,874.00	\$22,903.40	\$251,937.40	Phase 1	Yes			
13F57	Fire Prevention Bureau	2668 AVERY	Fire	N/A	N/A	44655	3/22/2021	\$9,025	FCA Completed	\$1,353.75	\$1,037.88	\$11,416.63	Phase 1	Yes			
13F10	Fire Station-10	148 SOUTH PARKWAY	Fire	1954	N/A	12647	4/6/2021	\$336,181	FCA Completed	\$50,427.15	\$38,660.82	\$425,268.97	Phase 1	Yes			
13F11	Fire Station-11	1826 UNION	Fire	1941	N/A	13982	4/14/2021	\$184,450	FCA Completed	\$27,667.50	\$21,211.75	\$233,329.25	Phase 1	Yes			
10D14 / 13E13	Fire Station-13	333 EAST PARKWAY	Fire	1973	N/A	10115	4/14/2021	\$69,383	FCA Completed	\$10,407.45	\$7,979.05	\$87,769.50	Phase 1	Yes			
13E14	Fire Station-14	980 E. MCLEMORE	Fire	1983	N/A	11752	4/7/2021	\$446,486	FCA Completed	\$66,972.90	\$51,345.89	\$564,804.79	Phase 1	Yes			

# Property



- Division of Engineering is updating Standard Construction Manual
- Enterprise Solution- Standardized Construction Project Management purchased to track Construction (Procore)
- Enterprise Solution- Tying into the existing ArcGIS system, we worked with Division of Information Technology and AllWorld Project Management to rebuild our Property Maintenance Work Order System.





# FCA - WOMs Workflow

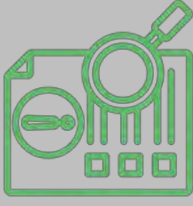
Enhancing the General Service Work Order management system

## GS FCA App



FCA Assessment  
is conducted

## GS Supervisor App



GS Supervisor can  
evaluate and prioritize  
information from FCA  
Report

## GS Supervisor App



GS Supervisor  
makes data-driven  
decisions

## GS Supervisor App



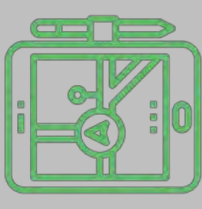
GS Supervisor  
creates a  
workorder

## GS Field App



GS Field Staff  
completes the Work  
Order

## GS Field App



GS Field staff  
reports information  
and notes about the  
work order to  
supervisors



# FCA Field Application

## Purpose

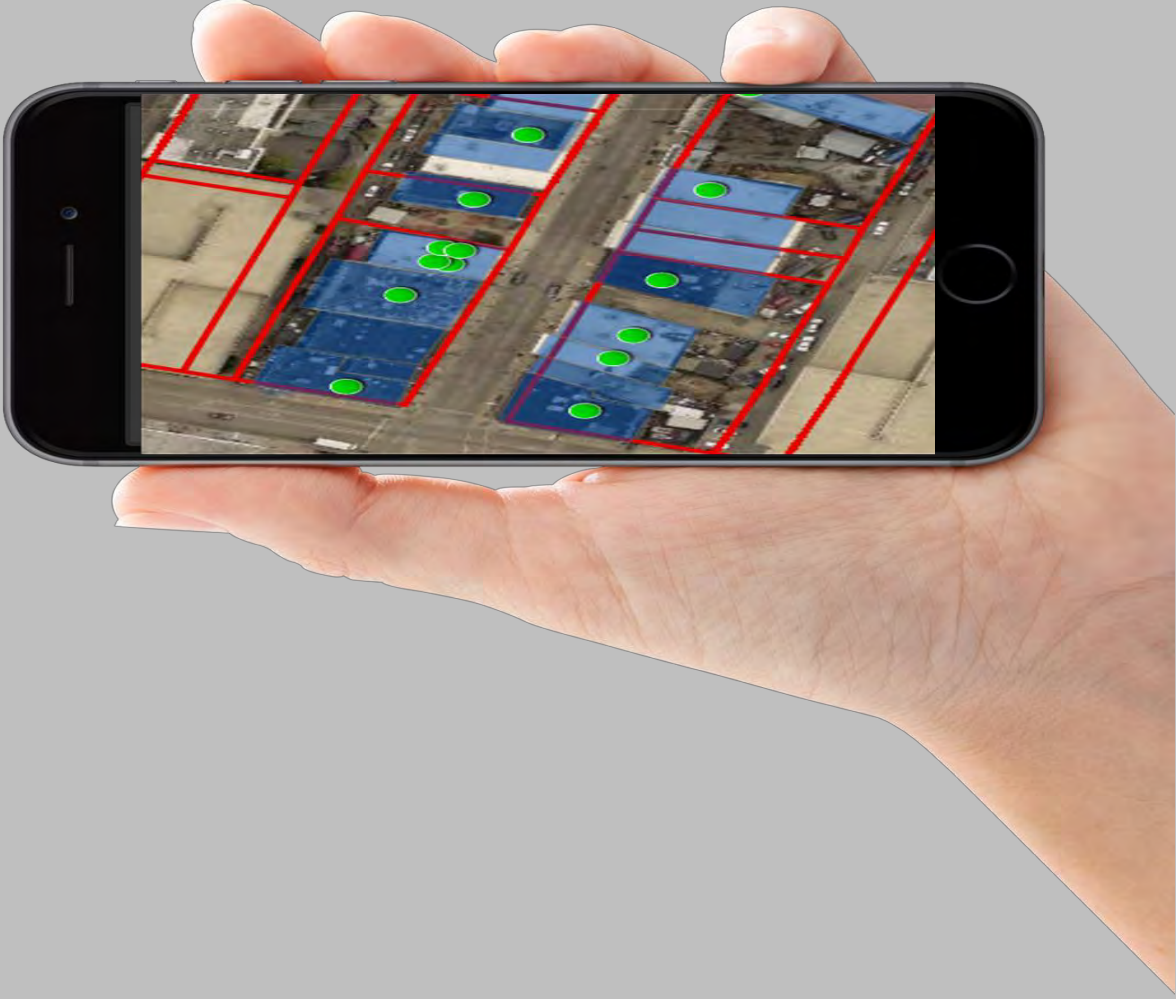
Allows user to conduct Facility condition assessment in the field.

## Functions

- Conduct Facility Condition Assessment
- Conduct Life Cycle Analysis

## Tools

- Logistical Editing
- Picture Attachment
- Voice Recognition

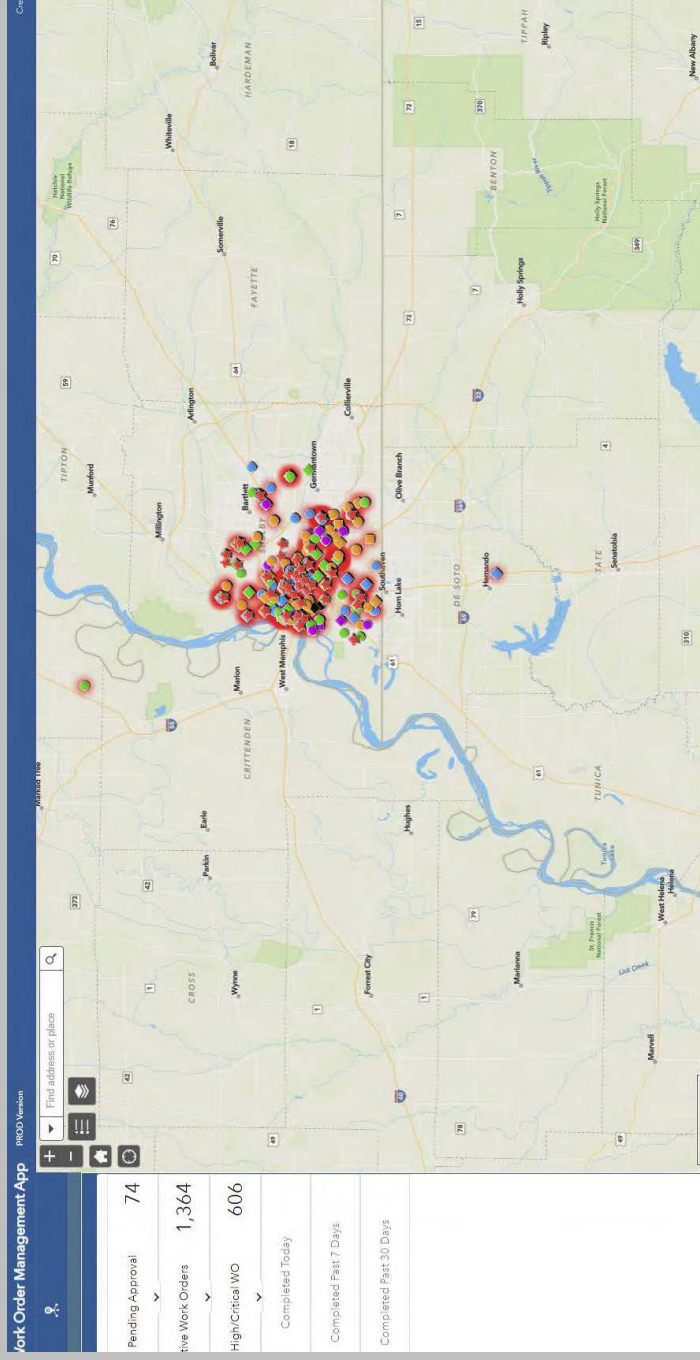


# WOMS Website Application



## Functions

- Creating Work Orders
- Updating Work Orders
- Creating Excel and PDF Reports



## Purpose

Main Application for creating, managing and tracking effort for work orders

## Tools

- Attribute Table
- Filter
- Query
- Info Summary

# Dashboard Application



## Functions

- Customized Overview of Operation
- Prioritized View Of Project
- Real Time Cost and Budget Evaluation

**Total Opened** **87,575**

**Total Closed** **86,138**

**Active** **790**

**Total Costs** **\$35,032,720**

**No. of Emergency POs** **25**

**Total Cost of Emergency POs** **\$746,648.31**

No. of work orders opened by division

Work Order ID	Description	Start Date	End Date	Total Cost
15709	NW PASSAGE - SEALION NIGHTHOUSE @ N Parkway & N McLean Blvd - Zoo	3/27/2023	2:20 AM	
20M25	PROPERTY MAINTENANCE COMPOUND @ 3720 KNIGHT ARNOLD RD - General Services	3/27/2023	2:22 AM	
19914	HERNIMUS BIRDS MUSEUM OF ART @ 1694 POPLAR - General Services	3/27/2023	2:27 AM	
14908	RAINES STATION @ 791 EAST RAINES - Police	3/27/2023	2:27 AM	
15X13	LIBERTY BOWL STADIUM @ 335 S. HOLLYWOOD - Parks	3/27/2023	2:35 AM	
19907	CENTRAL LIBRARY @ 3030 POPLAR - General Services	3/27/2023	2:33 AM	
13F24	FIRE STATION #24 @ 4472 POWELL - Fire	3/27/2023	2:35 AM	
15T11	WOODDALE TENNIS COURTS @ 3391 CASTLEMAN - Parks	3/27/2023	2:35 AM	
15M04	MISSISSIPPI MAINT SHELTER @ 4364 HORN LAKE ROAD - Parks	3/27/2023	2:39 AM	
20G50	GROUND MAINTENANCE @ 2873 FARRISVIEW RD, 38118 - Grounds	3/27/2023	2:43 AM	
15C10	BERTY FERRELSON C/O @ 6506 TRINITY - Parks	3/27/2023	2:45 AM	
14905	OLD ALLEN STATION @ 3433 OLD ALLEN RD - Police	3/27/2023	2:45 AM	

## Purpose

Dashboard for quickly accessing data and gauging quality and quantity of General Service Operation

## Tools

- Work Order List
- Work Order Chart
- KPI Calculations
- Filter



# WOMS Field Application

## Purpose

Allows maintenance team to manage and update work orders in the field.

## Functions

- Updating Work Orders
- Filtering and managing Work orders

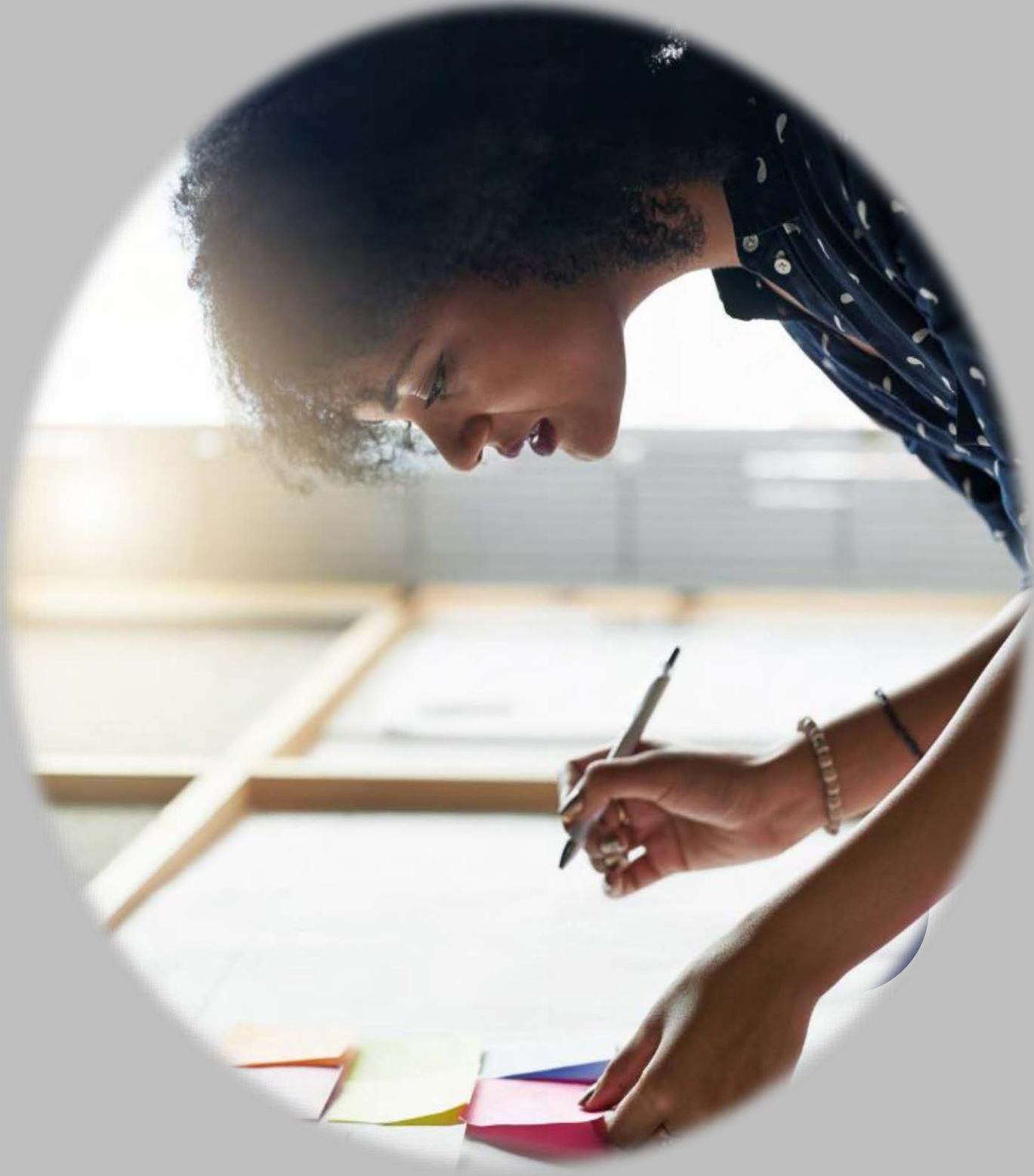
## Tools

- Logistical Editing
- Picture Attachment

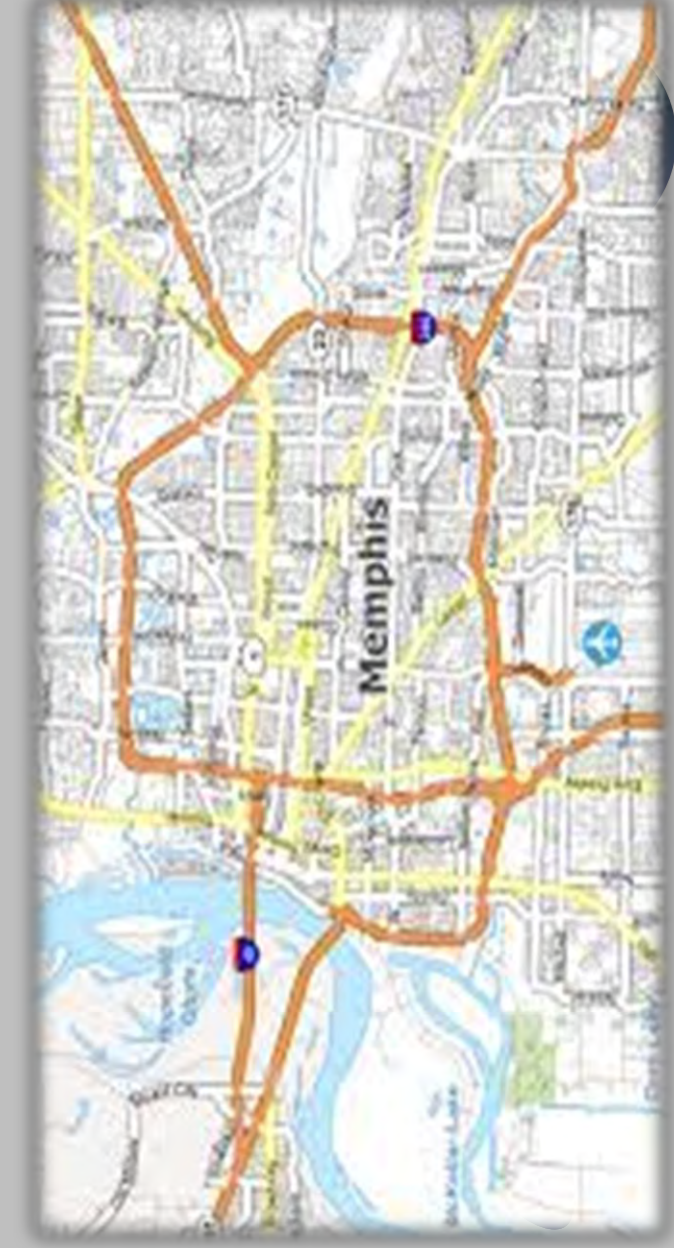


*The way to get  
started is to quit  
talking and begin  
doing.*

**- Walt Disney**



# Thank You



*Capital Acquisition*

*&*

*Fleet Maintenance*

Connecting the dots...  
...for sustainable asset management



**AW** ALLWORLD  
Project Management, LLC

RESULTS. CONQUERING.

# Context



## City of Memphis

### Vehicle Life Cycle Parameters

#### ***A. Light Fleet Vehicles: (Non-Emergency Response)***

**Seven Years of Age** (any vehicle that is older than seven years of age, according to the model year)  
**One Hundred Thousand Miles** (any vehicle that travels over 100,000 miles, regardless of age)

#### ***B. SUVs***

**Ten Years of Age** (any vehicle that is older than ten years of age, according to the model year)  
**One Hundred Fifty Thousand Miles** (any vehicle that travels over 150,000 miles, regardless of age)

#### ***C. Heavy Fleet Vehicles***

**Twelve Years of Age** (any vehicle that is older than twelve years of age, according to the model year)  
**One Hundred Fifty Thousand Miles** (any vehicle that travels over 150,000 miles, regardless of age)

#### ***D. Emergency Response (Police Squad Cars)***

**Five Years of Age** (any vehicle that is older than five years of age according to the model year)  
**One Hundred Thousand Miles** (any vehicle that travels over 100,000 miles, regardless of age)

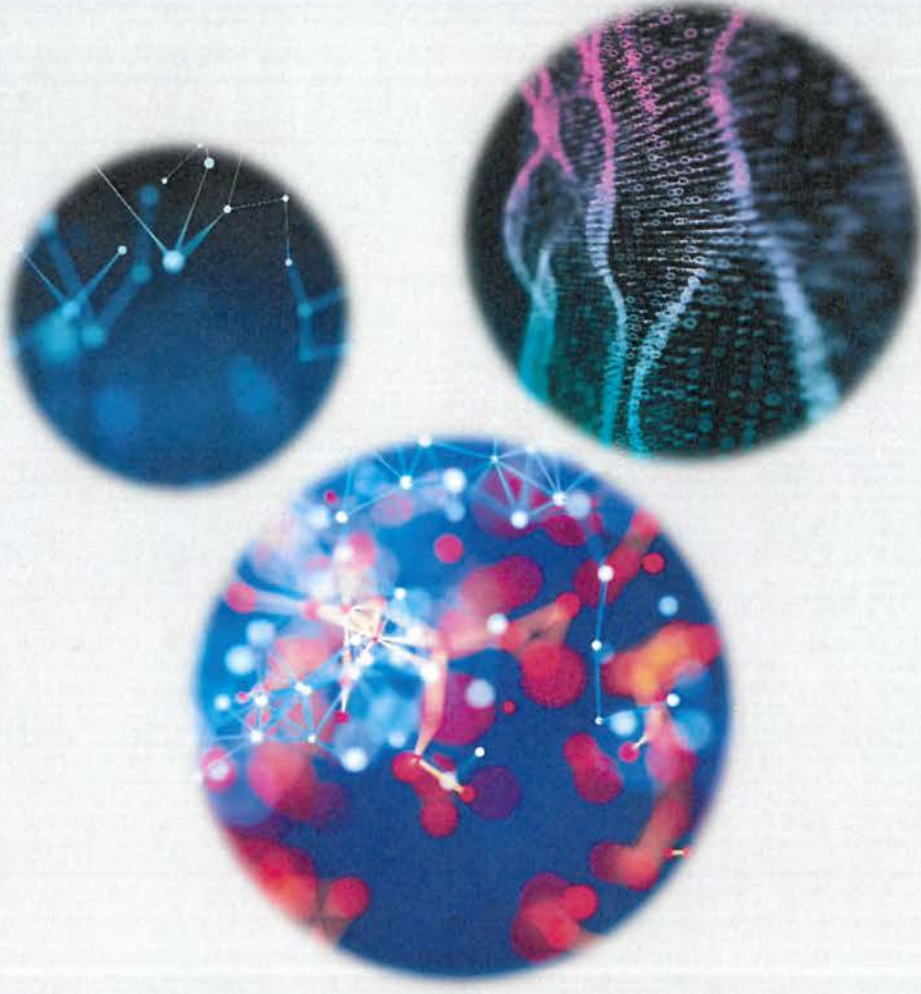


# Fleet Roles & Responsibilities



# Core Services

- Maintenance and repair of city vehicles and equipment
- Specification development for procurement with customer involvement, ordering, and asset tracking.
- Asset budgeting, reporting: this includes vehicle and equipment replacement, scheduling, forecasting, and specific analytics such as vehicle locations (GPS), driving habits, energy efficiency (hybrids and/or EVS)
- Fuel management, fuel system management, energy efficiency



# Fleet

## Developing the CIP and Capital Acquisition Budget

### Identify Projects, Vehicles, & Equipment for CIP & Capital Outlay

#### 2<sup>nd</sup> Quarter

(October - November)

GS composes CIP & Capital Acquisition lists from FCAs, Outstanding Work Orders, & Deferred Maintenance.

#### 2<sup>nd</sup> Quarter

(December)

Division Reps. provide project/vehicle requests. GS updates list & sets priorities.

#### 2<sup>nd</sup> Quarter

(December 15<sup>th</sup>)

GS refines the collaborative lists to create a major mod and capital acquisition budget for the upcoming FY.





# Fleet

## Developing the CIP and Capital Acquisition Budget

### Submit, Defend, & Adjust Proposed Budget

#### 3rd Quarter (January)

GS submits & defends the proposed Cap.Acq. Budget before the Executive CIP Committee.

#### 3rd Quarter (February)

Executive CIP Committee makes a recommendation on the budgeted amount for the upcoming FY.  
GS adjusts the budget and priorities according to recommendations.

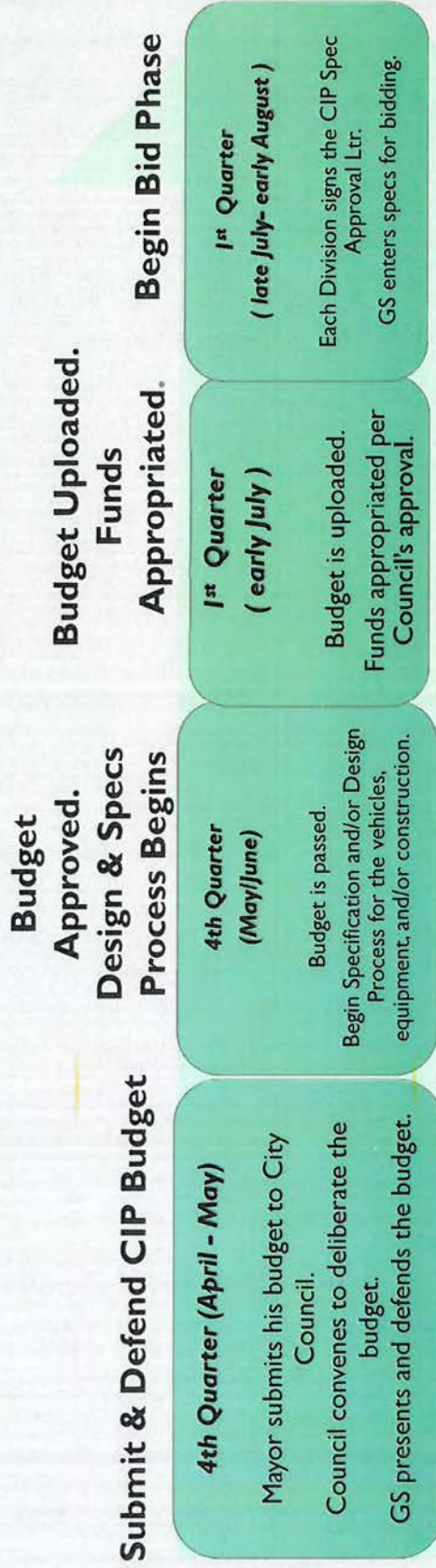
#### 3rd Quarter (early March)

The refined Capital Acquisition Budget is entered and submitted for the Mayor's total City budget.



# Fleet

# Developing the CIP and Capital Acquisition Budget



# Fleet

## Developing the CIP and Capital Acquisition Budget

### Contract Execution & Procurement

**1st Quarter  
(late August)**

Execute Contracts  
& Procure Vehicles,  
Equipment,

### Completion & Close

**Timeline Varies  
(according to  
contracts)**

Procurement /  
Contract Completion  
& Close

**Timeline Varies  
(according to  
contracts)**

Remaining Funds  
tracked & tallied.  
Remaining Funds  
reallocated as needed.



# Fleet



Replacement Cycle based upon

Current Funding Levels



Data: General Services Maintenance

Database

Division	Type of Vehicle	# of Units in Active Fleet	% Recommended for Replacement (outside of Lifecycle)	% Anticipated to be Replaced (based on Division historical priority)
Parks	Light	108	86%	3%
	SUVs	1	100%	0%
	Heavy	102	75%	5%
Public Works	Light	405	50%	3%
	SUVs	18	39%	0%
	Heavy	319	43%	2%
General Services	Light	125	75%	5%
	Heavy	89	58%	1%
Fire	Light	86	65%	1%
	SUVs	129	57%	3%
	Heavy	65	58%	2%
	Ambulances	52	13%	8%
	Pumper/Engine/Aerial	142	27%	3%
Engineering	Light	25	92%	4%
	SUVs	22	41%	5%
	Heavy	42	40%	5%
Libraries	Light	11	82%	18%
	Heavy	7	43%	29%
IS	Light	4	20%	20%
Police	Light	332	37%	30%
	SUVs	159	45%	8%
	Heavy	18	72%	0%
	Squad / Emerg. Response	1,254	73%	5%
	Motorcycles	31	3%	3%
Solid Waste	Light	68	68%	0%
	SUVs	4	100%	0%
	Heavy	348	18%	4%



Police and Fire  
 Services Capital  
 Acquisition FY13 -  
 FY23

<u>Fiscal Year</u>	<u>Division</u>	<u>Total Approved Capital Acquisition</u>
FY13	Fire Services	\$2,500,000.00
FY14	Fire Services	\$3,050,000.00
FY15	Fire Services	\$2,952,900.00
FY16	Fire Services	\$3,357,000.00
FY17	Fire Services	\$4,930,000.00
FY18	Fire Services	\$4,849,688.00
FY19	Fire Services	\$4,237,780.00
FY20	Fire Services	\$4,468,573.00
FY21	Fire Services	\$3,939,352.00
FY22	Fire Services	\$5,729,030.00
FY23	Fire Services	\$3,000,000.00
<hr/>		
FY13	Police Services	\$4,425,000.00
FY14	Police Services	\$4,520,000.00
FY15	Police Services	\$4,498,564.00
FY16	Police Services	\$4,520,239.00
FY17	Police Services	\$3,586,400.00
FY18	Police Services	\$3,765,446.00
FY19	Police Services	\$3,419,202.00
FY20	Police Services	\$2,925,950.00
FY21	Police Services	\$3,495,000.00
FY22	Police Services	\$3,349,000.00
FY23	Police Services	\$3,000,000.00



Police and Fire  
Services Spending

Funding and

Grants FY13 -

FY23

<u>Fiscal Year/ Type</u>	<u>Division</u>	<u>Total Approved Capital Acquisition</u>
FY22 Grant Healthcare Navigator (FEMA)	Fire Services	\$ 146,163.64
FY23 Airport	Fire Services	\$ 33,878.00
FY23 Grant Healthcare Navigator	Fire Services	\$ 67,756.00
Grant	Police Services	\$ 36,057.65
Grant	Police Services	\$ 153,167.40
ARPA	Police Services	\$6,206,200.00
APRA	Police Services	\$252,616.00
ARPA	Police Services	\$270,000.00



# Fleet **0** What if.....

year 1	year 2	year 3	year 4	year 5	Total Budget \$
<b>Total Budget</b> 19,859,135.48	<b>Total Budget</b> 16,432,956.07	<b>Total Budget</b> 14,259,205.56	<b>Total Budget</b> 11,923,123.01	<b>Total Budget</b> 11,923,123.01	<b>Total Budget \$</b> 5,813,844.61
<b>Fire</b>	<b>Fire</b>	<b>Fire</b>	<b>Fire</b>	<b>Fire</b>	
PUMPER qt. 12 price 790,472.00 total 9,485,664.00	PUMPER qt. 8 price 790,472.00 total 6,323,776.00	PUMPER qt. 6 price 790,472.00 total 4,742,832.00	PUMPER qt. 3 price 790,472.00 total 2,371,416.00	PUMPER qt. 1 price 790,472.00 total 790,472.00	
AMBULANCE qt. 3 price 539,612.00 total 1,618,836.00	AMBULANCE qt. 1 price 539,612.00 total 539,612.00	AMBULANCE qt. 0 price 539,612.00 total -	AMBULANCE qt. 1 price 539,612.00 total 539,612.00	AMBULANCE qt. 3 price 539,612.00 total 1,618,836.00	
AERIAL TRUCK qt. 0 price 1,121,491.00 total -	AERIAL TRUCK qt. 0 price 1,121,491.00 total -	AERIAL TRUCK qt. 1 price 1,121,491.00 total 1,121,491.00	AERIAL TRUCK qt. 1 price 1,121,491.00 total 1,121,491.00	AERIAL TRUCK qt. 0 price 1,121,491.00 total -	
<b>total</b> 11,104,500.00	<b>total</b> 6,863,388.00	<b>total</b> 6,863,388.00	<b>total</b> 5,864,323.00	<b>total</b> 4,032,519.00	<b>total</b> 2,409,308.00
Budgeted amount	Budgeted amount	Budgeted amount	Budgeted amount	Budgeted amount	Budgeted amount
<b>Police</b>	<b>Police</b>	<b>Police</b>	<b>Police</b>	<b>Police</b>	
MOTORCYCLE qt. 13 price 27,682.88 total 359,877.44	MOTORCYCLE qt. 2 price 27,682.88 total 55,365.76	MOTORCYCLE qt. 0 price 27,682.88 total -	MOTORCYCLE qt. 2 price 27,682.88 total 55,365.76	MOTORCYCLE qt. 0 price 27,682.88 total -	
INTERCEPTOR qt. 108 price 46,639.62 total 5,037,078.96	INTERCEPTOR qt. 150 price 46,639.62 total 6,995,943.00	INTERCEPTOR qt. 132 price 46,639.62 total 6,156,429.84	INTERCEPTOR qt. 126 price 46,639.62 total 5,876,592.12	INTERCEPTOR qt. 43 price 46,639.62 total 2,005,503.66	
<b>total</b> 5,396,956.40	<b>total</b> 7,051,308.76	<b>total</b> 7,051,308.76	<b>total</b> 6,156,429.84	<b>total</b> 5,931,957.88	<b>total</b> 2,005,503.66
Budgeted amount	Budgeted amount	Budgeted amount	Budgeted amount	Budgeted amount	Budgeted amount
<b>Solid Waste</b>	<b>Solid Waste</b>	<b>Solid Waste</b>	<b>Solid Waste</b>	<b>Solid Waste</b>	
HEIL PACKER 32yd qt. 12 price 279,806.59 total 3,357,679.08	HEIL PACKER 32yd qt. 9 price 279,806.59 total 2,518,259.31	HEIL PACKER 32yd qt. 8 price 279,806.59 total 2,238,452.72	HEIL PACKER 32yd qt. 7 price 279,806.59 total 1,958,646.13	HEIL PACKER 32yd qt. 5 price 279,806.59 total 1,399,032.95	
<b>total</b> 3,357,679.08	<b>total</b> 2,518,259.31	<b>total</b> 2,238,452.72	<b>total</b> 1,958,646.13	<b>total</b> 1,399,032.95	
Budgeted amount	Budgeted amount	Budgeted amount	Budgeted amount	Budgeted amount	Budgeted amount
<b>19,859,135.48</b>	<b>16,432,956.07</b>	<b>14,259,205.56</b>	<b>11,923,123.01</b>	<b>11,923,123.01</b>	<b>5,813,844.61</b>
<b>19,859,135.48</b>	<b>16,432,956.07</b>	<b>14,259,205.56</b>	<b>11,923,123.01</b>	<b>11,923,123.01</b>	<b>5,813,844.61</b>

## **CITY COUNCIL RESOLUTION**

**WHEREAS**, the Board of Light, Gas and Water Commissioners has recommended to the Council of the City of Memphis the purchase of certain tracts and parcels of land totaling approximately 65 acres, municipally known as 7135 Goodlett Farms Parkway, Cordova, Shelby County, Tennessee, and more particularly described in Exhibit A (collectively, the "real property"), for and in consideration of \$31,400,000.00; and

**WHEREAS**, the purchase shall include all buildings, improvements, and personal property situated on the Real property, including all furnishings and fixtures (collectively, the "personal property"); and

**WHEREAS**, the property will serve as a multi-functional Utility Support Center, expanding and increasing the efficiency of operational systems.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MEMPHIS** that the President of the Memphis Light, Gas and Water Division or his designated representative be and is authorized to execute the Purchase Sale Agreement (Exhibit B), or in substantially similar form, for the purchase of real and personal property described and in Exhibit A, or as more particularly described by a land survey, from Smith & Nephew, Inc., for and in consideration of \$31,400,000.00, to be funded from the Gas Division included in the 2023 Gas Division Working Capital.

**BE IT FURTHER RESOLVED BY THE COUNCIL OF THE CITY OF MEMPHIS** that the President or his designated representative of the Division be and is authorized to execute and deliver all such other documents and instruments necessary to complete the transaction.



**EXCERPT**  
**from**  
**MINUTES OF MEETING**  
**of**  
**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS**  
**CITY OF MEMPHIS**  
**held**  
**October 18, 2023**

---

The President and Chief Executive Officer presented for consideration of the Board a Purchase Sale Agreement for the purchase of property totaling approximately 65 acres to establish a multi-functional Utility Support Center, municipally known as 7135 Goodlett Farms Parkway, Cordova, Shelby County, Tennessee, for and in consideration of \$31,400,000.00. The tract and parcels of land (collectively, the "real property") are more particularly described in Exhibit A. The purchase shall further include any and all buildings, improvements, and structures situated on the land, and all tangible personal property, including furniture and fixtures of the buildings (collectively, the "personal property"). The proposed Purchase Sale Agreement is attached as Exhibit B.

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

**THAT, the Board of Light, Gas and Water Commissioners recommends to the Council of the City of Memphis, the purchase of property described in the above preamble and Exhibit A, or as may be more particularly described in a land survey, from Smith & Nephew, Inc., for and in consideration of \$31,400,000.00 to be funded from the Gas Division included in the 2023 Gas Division Working Capital; and further,**

**THAT, the President or his designated representative of the Division is hereby authorized to execute and deliver the Purchase Sale Agreement (Exhibit B), or in substantially similar form, for the purchase of said property in as many counterparts as may be required; and further,**

**THAT, the President or his designated representative of the Division is hereby authorized to execute and deliver all such other documents and instruments**

necessary to complete the transaction.

I hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Light, Gas and Water Commissioners at a regular - special meeting held on 18<sup>th</sup> day of October 2023 at which a quorum was present.

  
\_\_\_\_\_  
SVP, CFO & CAO Secretary - Treasurer

**Legal Description**

BEING A SURVEY OF PART OF THE HARRAH'S OPERATING COMPANY MEMPHIS, LLC PROPERTY AS RECORDED IN INSTRUMENT 06082255 AND THE HARRAH'S OPERATING COMPANY MEMPHIS, LLC PROPERTY AS RECORDED IN INSTRUMENT 07131325 BOTH OF RECORD IN THE SHELBY COUNTY REGISTER'S OFFICE, LOCATED IN MEMPHIS, SHELBY COUNTY, TENNESSEE AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHEAST RIGHT-OF-WAY LINE OF GOODLETT FARMS PARKWAY (PUBLIC RIGHT-OF-WAY VARIES) (AS DEDICATED IN PLAT BOOK 99, PAGE 13), SAID POINT BEING 29.71 FEET FROM THE INTERSECTION OF THE SOUTHEAST LINE OF SAID GOODLETT FARMS PARKWAY WITH THE NORTHEAST RIGHT-OF-WAY LINE OF CHERRY FARMS ROAD (68.00 FOOT PUBLIC RIGHT-OF-WAY) (AS DEDICATED IN PLAT BOOK 237, PAGE 30); THENCE ALONG THE SOUTHEAST LINE OF SAID GOODLETT FARMS PARKWAY FOLLOWING A 858.42 FOOT RADIUS CURVE TO THE LEFT AN ARC DISTANCE OF 709.48 FEET (CHORD N42°23'37"E 689.46 FEET) TO A FOUND IRON PIN AT THE SOUTHWEST CORNER OF THE PROPERTY SHOWN ON THE FINAL PLAT FOR PHASE 7 OF THE GOODLETT FARMS EAST PLANNED DEVELOPMENT AS RECORDED IN PLAT BOOK 234, PAGE 26 AT SAID REGISTER'S OFFICE; THENCE S84°50'42"E ALONG THE SOUTH LINE OF SAID PHASE 7 AND ALONG THE EASTWARDLY EXTENSION THEREOF A DISTANCE OF 1812.73 FEET TO SET P.K. NAIL ON THE CENTERLINE OF GARRETT RIDGE ROAD (OLD APPLING ROAD); THENCE S4°00'05"W ALONG THE CENTERLINE OF SAID GARRETT RIDGE ROAD A DISTANCE OF 155.45 FEET TO A POINT; THENCE S4°10'19"W AND CONTINUING ALONG THE CENTERLINE OF SAID GARRETT RIDGE ROAD A DISTANCE OF 509.99 FEET TO A POINT; THENCE N85°04'08"W ACROSS GARRETT RIDGE ROAD AND ALONG THE NORTH LINE OF THE JIMMIE HOOKER ET UT. AND BERTHA HOOKER PROPERTY (DG-0654) A DISTANCE OF 226.20 FEET TO THE NORTHWEST CORNER OF THE SAID HOOKER PROPERTY; THENCE S4°28'07"W ALONG THE WEST LINE OF THE SAID HOOKER PROPERTY, THE WEST OF THE JIMMIE TAYLOR AND WIFE IDA TAYLOR PROPERTY (F6-1952) AND THE WEST LINE OF THE VEESTER WASHINGTON PROPERTY (CD-9230) A DISTANCE OF 227.65 FEET TO A FOUND PIPE AT THE SOUTHWEST CORNER OF THE SAID WASHINGTON PROPERTY; THENCE S86°14'09"E ALONG THE SOUTH LINE OF THE SAID WASHINGTON PROPERTY A DISTANCE OF 202.36 FEET TO A POINT ON THE EAST LINE OF GARRETT RIDGE ROAD (25.00 FEET WEST OF THE CENTERLINE); THENCE S4°10'19"W ALONG THE WEST LINE OF SAID GARRETT RIDGE ROAD A DISTANCE OF 272.00 FEET TO A POINT ON THE NORTH LINE OF DEXTER ROAD (25.00 FEET NORTH OF THE CENTERLINE); THENCE N85°38'07"W ALONG THE NORTH LINE OF SAID DEXTER ROAD A DISTANCE OF 152.40 FEET TO A POINT; THENCE N89°06'19"W AND CONTINUING ALONG THE NORTH LINE OF SAID DEXTER ROAD A DISTANCE OF 94.00 FEET TO A POINT; THENCE S89°42'08"W AND CONTINUING ALONG THE NORTH LINE OF SAID DEXTER ROAD A DISTANCE OF 13.00 FEET TO THE SOUTHEAST CORNER OF THE EVERETT LEON GARRETT PROPERTY (AP-7350); THENCE N2°03'25"E ALONG THE EAST LINE OF THE SAID GARRETT PROPERTY A DISTANCE OF 150.01 FEET TO THE NORTHEAST CORNER OF THE SAID GARRETT PROPERTY; THENCE S89°51'31"W ALONG THE NORTH LINE OF THE SAID GARRETT PROPERTY A DISTANCE OF 100.00 FEET TO A FOUND PIPE; THENCE S84°40'44"W AND CONTINUING ALONG THE NORTH LINE OF THE SAID GARRETT PROPERTY A DISTANCE OF 48.60 FEET TO THE NORTHWEST CORNER OF

THE SAID GARRETT PROPERTY; THENCE S02°05'32"W ALONG THE WEST LINE OF THE SAID GARRETT PROPERTY AS DISTANCE OF 150.00 FEET TO THE SOUTHWEST CORNER OF THE SAID GARRETT PROPERTY, SAID POINT LIES ON THE NORTH LINE OF SAID DEXTER ROAD; THENCE S80°15'27"W ALONG THE NORTH LINE OF SAID DEXTER ROAD A DISTANCE OF 75.00 FEET TO A POINT, SAID POINT BEING THE SOUTHEAST CORNER OF THE ALLIE MONE DEAN PROPERTY (HD-6741); THENCE N02°40'35"E ALONG THE EAST LINE OF THE SAID DEAN PROPERTY A DISTANCE OF 200.00 FEET TO THE NORTHEAST CORNER OF THE SAID DEAN PROPERTY; THENCE S74°30'54"W ALONG THE NORTH LINE OF THE DEAN PROPERTY A DISTANCE OF 75.00 FEET TO THE NORTHEAST CORNER OF THE BEVERLY AND ABERBELL JONES PROPERTY (TAX ID # D02-07-00122); THENCE S64°54'51"W ALONG THE NORTH LINE OF THE SAID JONES PROPERTY A DISTANCE OF 223.00 FEET TO THE NORTHEAST CORNER OF THE STANLEY WRIGHT PROPERTY (GJ-2223); THENCE S59°26'56"W ALONG THE NORTH LINE OF THE SAID WRIGHT PROPERTY A DISTANCE OF 75.00 FEET TO A THE NORTHWEST CORNER OF THE SAID WRIGHT PROPERTY; THENCE S4°19'56"W ALONG THE WEST LINE OF THE SAID WRIGHT PROPERTY A DISTANCE OF 200.00 FEET TO A POINT ON THE NORTH LINE OF SAID DEXTER ROAD; THENCE S57°41'56"W ALONG THE NORTH LINE OF SAID DEXTER ROAD A DISTANCE OF 30.80 FEET TO A POINT; THENCE N85°22'00"W ALONG THE NORTH LINE OF THE JENNIE PINSON PROPERTY (R4-8927) AND ALONG THE NORTH LINE OF LOT 2 OF THE PINSON SUBDIVISION (PLAT BOOK 32, PAGE 44) A DISTANCE OF 679.20 FEET TO A FOUND PIPE; THENCE S4°57'51"W A DISTANCE OF 37.61 FEET TO FOUND PIPE; THENCE N86°15'35"W AND CONTINUING ALONG THE NORTH LINE OF SAID LOT 2 AND ALONG THE NORTH LINE OF THE B.P. AND R.V. ROGERS PROPERTY (TAX ID # D02-07-G00001C) A DISTANCE OF 538.33 FEET TO THE TO THE SOUTHEAST CORNER OF THE PROPERTY SHOWN ON THE FINAL PLAT FOR PHASE 16 OF THE GOODLETT FARMS EAST P.D. AS RECORDED IN PLAT BOOK 238, PAGE 48 AT SAID REGISTER'S OFFICE; THENCE ALONG THE SOUTHEASTERLY LINE OF THE SAID PHASE 16 PROPERTY THE FOLLOWING CALLS AND DISTANCES:

N50°45'12"E - 164.35 feet;  
 N36°23'55"E - 15.00 feet;  
 N47°17'11"E - 50.00 feet;  
 N34°54'14"E - 60.00 feet;  
 N53°36'11"E - 35.00 feet;  
 N33°12'06"E - 55.00 feet;  
 N66°53'32"E - 35.00 feet;  
 N40°06'57"E - 45.00 feet;  
 N29°05'38"E - 55.00 feet;  
 N49°13'45"E - 55.00 feet;  
 N33°21'39"E - 25.00 feet;  
 N4°11'25"W - 12.00 feet;

TO A POINT ON THE SOUTH LINE OF SAID CHERRY FARMS ROAD; THENCE CONTINUING ALONG THE SOUTH LINE OF SAID CHERRY FARMS ROAD FOLLOWING A 534.00 FOOT RADIUS CURVE TO THE LEFT, AN ARC LENGTH 44.12 FEET (CHORD N83°26'33"E - 44.11 FEET) TO THE POINT OF TANGENCY; THENCE N81°04'32"E AND CONTINUING ALONG THE SOUTH LINE OF CHERRY FARMS ROAD A DISTANCE OF 618.23 FEET TO THE SOUTHEAST CORNER OF SAID CHERRY FARMS ROAD; THENCE N08°55'28"W ALONG THE EAST LINE OF SAID CHERRY FARMS ROAD A DISTANCE OF 68.00 FEET TO THE NORTHEAST CORNER OF SAID CHERRY FARMS ROAD; THENCE S81°04'32"W ALONG THE NORTH LINE OF SAID CHERRY FARMS ROAD A DISTANCE OF

618.23 FEET TO A POINT OF CURVATURE; THENCE ALONG THE NORTHEAST LINE OF SAID CHERRY FARMS ROAD ALONG A 466.00 FOOT RADIUS CURVE TO THE RIGHT AN ARC DISTANCE OF 614.44 FEET (CHORD N61°09'04"W 570.89 FEET) TO THE POINT OF TANGENCY; THENCE N23°22'41"W ALONG THE NORTHEAST LINE OF SAID CHERRY FARMS ROAD A DISTANCE OF 122.29 FEET TO A POINT OF CURVATURE; THENCE ALONG A 30.00 FOOT RADIUS CURVE TO THE RIGHT AN ARC DISTANCE OF 46.84 FEET (CHORD N21°20'48"E 42.22 FEET) TO THE POINT OF BEGINNING AND CONTAINING 2,452,140 SQUARE FEET OR 56.293 ACRES.

AND

BEING A SURVEY OF PART OF THE APPLING ASSOCIATES PROPERTY AS RECORDED IN INSTRUMENT AS-8454 AT THE SHELBY COUNTY REGISTER'S OFFICE, LOCATED IN MEMPHIS, SHELBY COUNTY, TENNESSEE AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTHEAST RIGHT-OF-WAY LINE OF GOODLETT FARMS PARKWAY (PUBLIC RIGHT-OF-WAY VARIES) (AS DEDICATED IN PLAT BOOK 99, PAGE 13), SAID POINT BEING 29.71 FEET FROM THE INTERSECTION OF THE SOUTHEAST LINE OF SAID GOODLETT FARMS PARKWAY WITH THE NORTHEAST RIGHT-OF-WAY LINE OF CHERRY FARMS ROAD (68.00 FOOT PUBLIC RIGHT-OF-WAY) (AS DEDICATED IN PLAT BOOK 237, PAGE 30); THENCE ALONG THE SOUTHEAST LINE OF SAID GOODLETT FARMS PARKWAY FOLLOWING A 858.42 FOOT RADIUS CURVE TO THE LEFT AN ARC DISTANCE OF 709.48 FEET (CHORD N42°23'37"E 689.46 FEET) TO A FOUND IRON PIN AT THE SOUTHWEST CORNER OF THE PROPERTY SHOWN ON THE FINAL PLAT FOR PHASE 7 OF THE GOODLETT FARMS EAST PLANNED DEVELOPMENT AS RECORDED IN PLAT BOOK 234, PAGE 26 AT SAID REGISTER'S OFFICE; THENCE S84°50'42"E ALONG THE SOUTH LINE OF SAID PHASE 7 A DISTANCE OF 654.11 FEET TO A SET IRON PIN AT THE SOUTHEAST CORNER OF SAID PHASE 7, SAID POINT BEING THE POINT OF BEGINNING; THENCE N5°09'18"E ALONG THE EAST LINE OF THE SAID PHASE 7 AND THE NORTHERLY EXTENSION THEREOF A DISTANCE OF 461.34 FEET TO A SET IRON PIN ON THE SOUTH LINE OF THE FRANK GENTRY GARRETT, JR. & BLOSSIE MAE GARRETT TRUSTEES PROPERTY AS RECORDED IN INSTRUMENT KT-5356 AT SAID REGISTER'S OFFICE; THENCE S85°35'30"E ALONG THE SOUTH LINE OF THE SAID GARRETT PROPERTY (INSTRUMENT KT-5356) A DISTANCE OF 1149.11 FEET TO A SET P.K. NAIL ON THE CENTERLINE OF GARRETT RIDGE ROAD (OLD APPLING ROAD); THENCE S4°00'05"W ALONG THE CENTERLINE OF SAID GARRETT RIDGE ROAD A DISTANCE OF 476.41 FEET TO A SET P.K. NAIL, SAID POINT BEING THE NORTHEAST CORNER OF THE HARRAH'S OPERATION COMPANY MEMPHIS, LLC PROPERTY AS RECORDED IN INSTRUMENT 06082255 AT SAID REGISTER'S OFFICE; THENCE N84°50'42"W ALONG THE NORTH LINE OF THE SAID HARRAH'S PROPERTY (INSTRUMENT 06082255) AND ALONG THE NORTH LINE OF THE HARRAH'S OPERATING COMPANY MEMPHIS, LLC PROPERTY AS RECORDED IN INSTRUMENT 07131325 A DISTANCE OF 1158.61 FEET TO THE POINT OF BEGINNING AND CONTAINING 540,974 SQUARE FEET, OR 12.419 ACRES.

LESS AND EXCEPT THAT PORTION DEDICATED BY PLAT OF RECORD IN PLAT BOOK 247, PAGE 18 IN THE REGISTER OF DEEDS OFFICE FOR SHELBY COUNTY, TENNESSEE.

**REAL ESTATE PURCHASE AND SALE AGREEMENT**

**THIS REAL ESTATE PURCHASE AND SALE AGREEMENT** (this “**Agreement**”) is dated for reference purposes as of the \_\_\_ day of \_\_\_\_\_, 2023, but effective as of the date the last of the parties executes and delivers this Agreement as shown on the signature block set forth below (the “**Effective Date**”), by and between **City of Memphis, for the use and benefit of Memphis Light, Gas and Water Division (“Purchaser”)**, and **Smith & Nephew, Inc., a Delaware corporation (“Seller”)**.

**WITNESSETH**

**WHEREAS**, Seller desires and agrees to sell the Property (as hereinafter defined) to Purchaser and Purchaser desires and agrees to purchase the Property from Seller, pursuant to the terms of this Agreement.

**NOW, THEREFORE**, in consideration of Ten and No/100 (\$10.00) Dollars in hand paid, the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser hereby covenant and agree as follows:

**AGREEMENT**

1. **Agreement to Sell and Purchase**. Seller agrees to sell and Purchaser agrees to purchase, upon the terms and conditions hereinafter set forth, the following (all of the following being hereinafter collectively referred to as the “**Property**”):

(a) All of that certain tracts and parcels of land being approximately 65 acres, municipally known in part as 7135 Goodlett Farms Parkway, Cordova, Shelby County, Tennessee, with the following Tax Id. Numbers: D020700352C, D020700241C, and D020700358, as more fully described in attached Exhibit “A” together with and subject to all easements, licenses, appurtenances and hereditaments appertaining thereto, (collectively, the “**Land**”); and

(b) Any and all buildings, structures and improvements situated on the Land, together with all amenities thereto (collectively, the “**Improvements**”); and

(c) All of Seller’s right, title and interest, in and to the goods, machinery, furniture, equipment and other tangible personal property owned by Seller and to be described on Exhibit B to this Agreement, which will be attached by the parties prior to the expiration of the Inspection Period (the “**Personal Property**”).

(d) If and to the extent assignable by Seller without the consent of any third party and without any expense to Seller, all of Seller’s right, title, and interest, if any, in and to any and all permits, licenses, sewer rights, prepaid fees, service contracts (to the extent assumed by Purchaser), warranties or agreements to which Seller, its agents or its representatives, is a party, which relate to the ownership, maintenance, construction or repair and/or operation of the Land or Improvements (collectively, the “**Intangible Property**”).

(e) If and to the extent assignable by Seller without the consent of any third party and without any expense to Seller, the service agreements, contracts, and equipment leases with respect to the Property listed on Exhibit C attached hereto (collectively, the “**Contracts**”).

2. **Purchase Price**. The purchase price for the Property is THIRTY-ONE MILLION FOUR

HUNDRED THOUSAND AND NO/100 DOLLARS (\$31,400,000.00) (the “Purchase Price”). The Purchase Price shall be paid in immediately available funds by wire transfer from Purchaser (or its designated agent) to the account specified by Seller at Closing (as hereinafter defined).

3. **Contract Deposit: Earnest Money.**

(a) Within two (2) business days after the Effective Date, Purchaser shall deposit with Chicago Title Insurance Company (“Escrow Agent”) the amount of FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) (the “Contract Deposit”) in immediately available funds. The Contract Deposit shall be non-refundable and shall be retained by Seller under all circumstances, other than (a) Seller’s default pursuant to Section 11.b hereof or (b) as otherwise provided in Section 5 or Section 10(a) of this Agreement, but will be credited against the Purchase Price at Closing.

(b) Within two (2) business days after the Effective Date, Purchaser shall deposit with Escrow Agent the amount of ONE HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$175,000.00) (the “Earnest Money”) in immediately available funds. Any interest income earned or accrued on the Earnest Money be deemed to be part of the Earnest Money and shall be paid to the party entitled thereto under this Agreement, or credited against the Purchase Price at Closing, if Closing occurs. All costs associated with the account being interest-bearing shall be paid by Purchaser. If required by the Escrow Agent, Seller and Purchaser will execute the Escrow Agent’s commercially reasonable and standard form escrow agreement.

4. **Seller’s Deed.** Upon payment of the Purchase Price, Seller shall execute and deliver to Purchaser its recordable and transferable special warranty deed (“Deed”) in the form attached hereto as Exhibit D, conveying to Purchaser fee simple title, free and clear of all liens, leases, encumbrances, covenants, restrictions, easements, rights of way, claims, rights and other matters whatsoever, except the following (“Permitted Exceptions”): (a) the lien of any real estate taxes, water and sewer charges, not yet due and payable; (b) any exception to title caused by Purchaser or its agents, representatives, or employees; (c) any matters that are waived by, acceptable to, or approved by Purchaser pursuant to Section 6 below; (d) any matters reflected on or that would be revealed by a survey or inspection of the Property, and (e) the rights of Seller as tenant under the Lease, as hereafter defined.

5. **Inspection Period.**

(a) Purchaser shall have until 5:00 p.m. Central time on the day that is thirty (30) days after the Effective Date (or such reduced period as the Purchaser and Seller may agree in writing) (“Inspection Period”), in which to examine and inspect the Property to determine if the Property is suitable in Purchaser’s sole and absolute discretion for Purchaser’s use, including, but not limited to, performing environmental testing, and performing other due diligence and study; provided, however, that (i) Purchaser must provide Seller with at least twenty-four (24) hours’ prior written notice any such inspection or testing, and (ii) Purchaser may not conduct any invasive environmental tests or inspections (e.g., soil borings) without Seller’s prior written consent in its sole but reasonable discretion. Within five (5) business days after the Effective Date, Seller shall deliver to Purchaser copies of all records, agreements, permits and other documents listed on Exhibit E hereto (the “Due Diligence Documents”), to the extent the same are in Seller’s possession or control. At any time prior to the expiration of the Inspection Period, Purchaser may terminate this Agreement for any reason or no reason at all, by giving Seller and Escrow Agent written notice of such termination. If Purchaser shall so terminate this Agreement prior to the expiration of the Inspection Period, Escrow Agent shall (i) deliver the Contract Deposit to Seller and (ii) deliver the Earnest Money to Purchaser, in each case within one (1) business day after receipt of Purchaser’s termination notice, and thereupon, and except as otherwise specifically provided herein, Purchaser and Seller shall be released and relieved of all further rights, obligation and liabilities this Agreement except for those that expressly survive termination. Upon conclusion of the Inspection Period, if Purchaser has not exercised its right to terminate this Agreement, the Earnest Money will be non-refundable, except in the event of a default or

breach by Seller. Purchaser acknowledges that certain of the Due Diligence Documents on Exhibit E have been designated as proprietary and confidential by Seller and will be delivered to Purchaser solely to assist Purchaser in determining the feasibility of purchasing the Property. Purchaser shall not use the Due Diligence Documents for any purpose other than as set forth in the preceding sentence. Purchaser shall not disclose the contents of any of the designated Confidential Materials to any person other than (i) to those persons who are responsible for determining the feasibility of or assisting Purchaser in connection with Purchaser's acquisition of the Property, including without limitation Purchaser's Board of Commissioners, applicable legislative bodies, third-party consultants and attorneys, (ii) to Purchaser's lenders and their representatives, consultants and attorneys for the transaction contemplated hereunder (collectively, (i) and (ii) are "Permitted Outside Parties"), or (iii) as otherwise required by law, including the Tennessee Public Records Act. In permitting Purchaser to review the Due Diligence Documents or any other information, Seller has not waived any privilege or claim of confidentiality with respect thereto, and no third party benefits or relationships of any kind, either express or implied, have been offered, intended or created. Notwithstanding the foregoing, if an environmental report by a professional environmental engineer obtained by Purchaser identifies an environmental issue that materially and adversely affects the value of the Property and Seller is not able to remedy any such issue to Purchaser's reasonable satisfaction on or before the end of the Inspection Period, then Purchaser shall have the right to terminate this Agreement by providing written notice to Seller thereof on or prior to the expiration of the Inspection Period and receive a refund of the Contract Deposit and Earnest Money. Purchaser's obligations hereunder shall survive the Closing or earlier termination of this Agreement.

(b) In conducting any inspections, investigations or tests of the Property and/or Due Diligence Documents, Purchaser and its agents and representatives shall: (a) not unreasonably interfere with the operation and maintenance of the Property; (b) use reasonable efforts not to damage any part of the Property or any personal property owned or held by any tenant or any third party; (c) not injure or otherwise cause bodily harm to Seller or its agents, guests, invitees, contractors and employees, any tenants or their guests or invitees, or any other person; (d) comply with all applicable laws; (e) promptly pay when due the costs of all tests, investigations, and examinations done with regard to the Property; (f) not permit any liens to attach to the Property by reason of the exercise of its rights hereunder. Any damage done to the Property as a result of Purchaser's right of access shall be repaired by Purchaser at its expense if Purchaser does not purchase the Property. To the extent allowed by law, Purchaser hereby releases Seller from and waives any and all loss, liability, cost, claim, demand, damage, action, cause of action, and suit arising out of or in any manner related to the exercise by Purchaser of Purchaser's rights under this Section 5, except to the extent caused by the gross negligence or willful misconduct of Seller. Purchaser's obligations hereunder shall survive the Closing or earlier termination of this Agreement.

(c) Prior to the end of the Inspection Period, Purchaser and Seller shall agree upon (i) a list of the Personal Property to be attached as Exhibit B to this Agreement and (ii) the final form of a lease for the Property whereby Seller, as Tenant, leases the Property (including the Land, Improvements, Personal Property, Intangible Property, and Contracts) from Purchaser on the following terms (the "Lease"):

i. Lease term (the "Term") shall be:

- (i) For the "A" and "B" wings of the Improvements for ninety (90) days from the date of Closing or until March 31<sup>st</sup> 2024 (whichever is the later).
- (ii) For the IT infrastructure on the Property for one hundred eighty (180) days from the date of Closing or until June 30<sup>th</sup> 2024 (whichever is the later). The A and B wings as well as the IT infrastructure shall be referred to herein as the "Complimentary Premises".



(iii) For the "C" wing of the Property, all Personal Property, all Intangible Property, and all Contracts (collectively, the "C Wing Premises"), twenty-four (24) months from the date of Closing.

ii. Base rent shall be \$0.00 for the Complimentary Premises for each respective term.

iii. Base rent for the C Wing Premises:

Months	Base Monthly Rent
1-12	\$0.00
13-18	\$100,000.00
19-24	\$250,000.00

- iv. Tenant shall pay all operating expenses with respect to the C Wing Premises, including without limitation, all operating expenses, taxes, insurance and assessments. Operating expenses which cannot be identified through separate meter systems associated with the Wings, will be shared between the parties on a proportionate basis, to be more particularly defined in the Lease.
- v. At the end of the Term, tenant shall surrender the Property in broom clean condition in the condition as of Closing, with all roof, electrical, plumbing and mechanical systems in good working order, normal wear and tear excepted.
- vi. Seller shall pay a holdover rent equal to 250% of the rent in effect during the time preceding the holdover. Seller shall also be liable to Purchaser for all damages, including consequential and incidental damages as a result of the holdover.
- vii. The Lease may be terminated by Seller upon thirty (30) days' notice at any time.
- viii. The C Wing shall be isolated from the A and B wings via a wall at the ground floor level and via door locking/security on the other levels, to be installed by Seller at Seller's cost within ninety (90) days of Closing.
- ix. Seller shall prepare a list of the fixtures that will be removed from the premises.
- x. Such other terms and conditions as are commercially reasonable under the circumstances of the transactions contemplated under this Agreement.

Purchaser and Seller agree to negotiate in good faith to agree upon the list of Personal Property and the Lease prior to the expiration of the Inspection Period. Purchaser acknowledges and agrees that the Personal Property will not include any confidential information or trade secrets of Seller.

6. **Title.**

During the Title Review Period (defined below), Purchaser's counsel will obtain from a Chicago Title Insurance Company ("Title Company"), a commitment to insure title to the Land and Improvements (if any) in Purchaser for the full amount of the Purchase Price, less any amount attributable to Personal Property ("Title Commitment"). During the Title Review Period, Purchaser may also obtain, at its sole expense, an ALTA survey of the Land and Improvements ("Survey"). If Purchaser, in its sole discretion,

shall object to any matters shown in the Title Commitment or Survey (“Defects”), it may give written notice to Seller of such title Defects (“Defect Notice”) prior to 5:00 p.m. Central time on the day that is twenty-five (25) days after the Effective Date (the “Title Review Period”). Any matters revealed in the Title Commitment or Survey and not included in a Defect Notice delivered to Seller prior to the expiration of the Title Review Period shall be deemed a Permitted Exception. If Purchaser gives Seller a Defect Notice, within five (5) days after receipt of the Defect Notice (“Seller’s Cure Period”), Seller shall deliver written notice to Purchaser indicating which of the Defects, if any, that Seller is willing to commit to remove from title on or prior to the Closing (“Seller’s Cure Notice”). If Seller fails to give Seller’s Cure Notice to Purchaser within Seller’s Cure Period, then Seller shall be deemed to have elected not to remove any Defects from title on or prior to the Closing.

Within five (5) days after Purchaser’s receipt of Seller’s Cure Notice (or expiration of the Seller Cure Period if Seller does not provide a Seller’s Cure Notice), Purchaser (in its sole discretion) shall elect either (i) to waive its disapproval of those Defects that Seller has not agreed to remove (whereupon such Defects shall be deemed Permitted Exceptions hereunder), or (ii) to terminate this Agreement by giving Seller written notice of such election within such five (5) day period, in which event Escrow Agent shall return the Earnest Money to Purchaser, and, thereafter, the parties shall have no further rights or obligations hereunder except for obligations which expressly survive the termination of this Agreement. If Purchaser fails to give Seller written notice of its election of (i) or (ii) above within such five (5) day period, then Purchaser shall be deemed to have waived its disapproval of Defects, all Defects, together with all other matters in the Title Commitment and Survey, shall be deemed Permitted Exceptions.

Seller shall have no obligation to cure any Defects. Notwithstanding the foregoing, any delinquent real property taxes or assessments, and any deeds of trust, mortgages, mechanic’s liens and voluntary liens arising by, through, or under Seller that may be cured by the payment of a discernable amount (unless caused solely by Purchaser or its agents) and all authorizing documents and resolutions required by Schedule B of the Title Commitment (each a “Required Cure Matter,” and collectively, “Required Cure Matters”) disclosed on any Title Commitment or update thereof, with no obligation on the part of Purchaser to object to any such Required Cure Matters, shall be automatically deemed unpermitted exceptions, and Seller shall cause all such Required Cure Matters to be removed therefrom and/or insured or endorsed over by the Title Company on or before the Closing Date, in a manner reasonably acceptable to Purchaser and at no additional cost to Purchaser. Seller may use a portion of the Purchase Price to satisfy a Required Cure Matter.

7. **Closing.**

(a) **Closing Date.** The closing of the sale and purchase of the Property (“Closing”) will occur on December 27, 2023, or at such earlier date as mutually agreed in writing by the parties or such later date as may be requested by Seller in writing in the event that closing after December 31, 2023, would provide a favorable tax advantage to Seller (but in any event not later than January 3, 2024) (“Closing Date”). Closing will occur by exchange of signature pages and other Closing deliverables by electronic means; provided, however, any and all original recordable documents shall be delivered to the Title Company on or prior to the Closing Date.

(b) **Seller Deliverables.** At Closing, Seller shall deliver to Purchaser the following items:

- (i) The Deed as required by this Agreement;
- (ii) Evidence reasonably required by Purchaser, its counsel or the Title Company (a) that Seller is duly organized and validly existing according to the laws of the state of its

organization; (b) that Seller has the power and authority to execute this Agreement, to sell the Property and to perform its obligations hereunder; and (c) that the person or persons signing this Agreement and any other instrument, agreement or document delivered pursuant hereto has or had the authority, acting alone, to bind Seller thereto;

(iii) Bill of Sale and Assignment conveying and warranting to Purchaser all the Personal Property and Intangible Property to be acquired by Purchaser, free and clear of all monetary defects, liens, claims, and encumbrances except for the Permitted Exceptions, if any, pertaining thereto in the form attached as Exhibit F (“Bill of Sale”), subject to Seller’s rights under the Lease.

(iv) Evidence of the termination of that certain Real Property Lease Agreement between the Industrial Development Board of the City of Memphis and County of Shelby, Tennessee (the “IDB”) and Seller of record at Instrument No. 11040812 in the Register’s Office of Shelby County, Tennessee (the “PILOT Lease”), including the following documents: (1) a Quit Claim Deed for the real property that is subject to the PILOT Lease and (2) a Quit Claim Bill of Sale for the personal property that is titled with the IDB in connection with the PILOT Lease.

(v) The Lease executed by Seller.

(vi) A written certificate complying under the Foreign Investment in Real Property Act and the regulations thereunder, certifying that Seller is neither a foreign person nor subject to withholding thereunder;

(vii) An owner/seller affidavit and indemnity (with gap indemnity) in the form reasonably required by the Title Company and which will cause the Title Company to remove the so-called “standard exceptions” from the Title Insurance Policy, but not with respect to matters of survey;

(viii) All certificates, affidavits, resolutions or other instruments reasonably requested by the Title Company in order for the Title Company to issue the Title Insurance Policy in the form and with the coverage described in this Agreement;

(ix) Payoff letters, issued by the holders of any indebtedness secured by the Property, setting forth the amounts required to repay all indebtedness in full on the Closing Date, together with wire transfer instructions or other payment instructions from such holders;

(x) A settlement statement, duly executed by Seller, jointly prepared by Purchaser and Seller detailing the financial transaction contemplated herein, including, but not limited to, the Purchase Price, prorations and closing costs;

(xi) A purchase price allocation as between the real and personal property values;

(xii) Assignment and Assumption Agreement in the form attached hereto as Exhibit G, assigning to Purchaser the Contracts (the “Assignment of Contracts”); and

(xiii) Such other documents as are reasonably required by Title Company to carry out the terms and provisions of this Agreement.

(c) Purchaser Deliverables. At Closing, Purchaser shall deliver to Seller the following items:

(i) A settlement statement, duly executed by Purchaser, jointly prepared by Purchaser and Seller detailing the financial transaction contemplated herein, including, but not limited to, the Purchase Price, prorations and closing costs;

(i) Evidence reasonably required by Seller, its counsel or the Title Company (a) that Purchaser is duly organized and validly existing according to the laws of the state of its organization; (b) that Purchaser has the power and authority to execute this Agreement, to acquire the Property and to perform its obligations hereunder; and (c) that the person or persons signing this Agreement and any other instrument, agreement or document delivered pursuant hereto has or had the authority, acting alone, to bind Purchaser thereto; and

(iii) Payment of the balance of the Purchase Price;

(iv) A purchase price allocation as between the real and personal property values;

(v) The Lease executed by Purchaser;

(vi) The Assignment of Contracts; and

(vii) All other documents reasonably necessary or appropriate to complete the transactions contemplated by this Agreement as are agreed by the parties.

#### 8. Closing Prorations.

(a) **No Prorations.** It is agreed and understood by the parties that there shall be no proration of taxes or other operating expenses for the Property at Closing under this Agreement. Seller, as tenant under the Lease, shall be solely responsible for payment, and continued payment, of all real estate taxes, personal property taxes, operating expenses, including all utilities, insurance and all other costs and expenses related to the portion of the Property subject to the Lease that are applicable but only for the portion of the Property subject to the Lease, and thereafter Purchaser shall be solely responsible therefor.

(b) **Closing Costs.** Purchaser agrees to pay all recording costs, transfer tax due upon the recording of the Deed, any sales or use taxes due upon the transfer of the Personal Property and the Intangible Property, costs of the title premium, costs of the survey, if any, all of its due diligence costs, and all costs of Purchaser's financing, including indebtedness tax, if any. Seller agrees to pay the costs of the title search, the costs of satisfying all Required Cure Matters, and the cost of recording all instruments necessary to cause such satisfaction. Each party shall pay its own attorneys' fees in negotiating and preparing this Agreement and any conveyance documents.

#### 9. Representations and Warranties.

(a) Seller represents and warrants to Purchaser that the following matters are true and correct as of the date of this Agreement and will be true and correct as of the Closing Date:

(i) Subject to the PILOT Lease, Seller has good and insurable title to the Land and Improvements, and

(ii) Seller is a corporation, duly formed, validly existing and in good standing under the laws of the State of Delaware, and qualified to do business in the State of Tennessee. This Agreement has been, and all the documents executed by Seller which are to be delivered to Purchaser at the Closing will be, duly authorized, executed and delivered by and is binding upon

Seller in accordance with its terms. Seller has the full right, power, and authority to enter into this Agreement and to perform Seller's covenants, and all necessary action to authorize the execution and delivery of this Agreement has been properly taken. This Agreement and the actions contemplated hereby do not and will not hereafter breach, invalidate, cancel, make inoperative or interfere with, or result in the acceleration or maturity of, any agreement, document, instrument, right or interest to which Seller is a party; and the individual signing this Agreement on behalf of Seller has the authority, without the act, signature or consent of any other party which has not been already obtained to bind Seller in connection with this Agreement.

(b) Purchaser represents and warrants to Seller that the following matters are true and correct as of the date of this Agreement and will be true and correct as of the Closing Date: Purchaser is a municipal corporation, duly formed, validly existing and in good standing under the laws of the State of Tennessee. This Agreement has been, and all the documents executed by Purchaser which are to be delivered to Seller at the Closing will be, duly authorized, executed and delivered by and is binding upon Purchaser in accordance with its terms. Purchaser has the full right, power, and authority to enter into this Agreement and to perform Purchaser's covenants, and all necessary action to authorize the execution and delivery of this Agreement has been properly taken. This Agreement and the actions contemplated hereby do not and will not hereafter breach, invalidate, cancel, make inoperative or interfere with, or result in the acceleration or maturity of, any agreement, document, instrument, right or interest to which Purchaser is a party; and the individual signing this Agreement on behalf of Purchaser has the authority, without the act, signature or consent of any other party which has not been already obtained to bind Seller in connection with this Agreement.

10. **Conditions Precedent.**

(a) **Conditions Precedent to Purchaser's Obligation to Close.** The effectiveness of this Agreement and Purchaser's obligations hereunder are expressly conditioned upon the following:

(i) Seller shall have performed in all material respects all of the agreements, covenants and obligations contained in this Agreement to be performed or complied with by Seller on or prior to the Closing Date;

(ii) Approval of this Agreement and Purchase Price by the Board of the Purchaser and the Memphis City Council ("**Approvals**"); and

(iii) All requirements in the Title Commitment to be satisfied by Seller as conditions to issuance of the Title Insurance Policy described in **Section 6** hereof shall be satisfied.

If any condition set forth in this **Section 10(a)** is not met, Purchaser may (a) waive any of the foregoing conditions and proceed to Closing with no offset or deduction from the Purchase Price, (b) terminate this Agreement and receive a return of the Contract Deposit and the Earnest Money from the Escrow Agent (unless such termination results from Purchaser's failure to obtain Approvals, in which case the Contract Deposit shall not be returned), or (c) if such failure constitutes a default by Seller of its covenants hereunder, exercise any of its remedies pursuant to **Section 11.b** of this Agreement.

(b) **Conditions Precedent to Seller's Obligation to Close.**

(i) Purchaser shall have performed in all material respects all of the agreements, covenants and obligations contained in this Agreement to be performed or complied with by Purchaser on or prior to the Closing Date; and

(ii) All requirements in the title commitment to be satisfied by Purchaser as

conditions to issuance of the Title Insurance Policy described in Section 6 hereto shall be satisfied.

If any condition set forth in this Section 10(b) is not met, Seller may (a) waive any of the foregoing conditions and proceed to Closing with no offset or deduction from the Purchase Price, (b) terminate this Agreement, whereupon the Escrow Agent shall pay the Contract Deposit to Seller and pay the Earnest Money to Purchaser, or (c) if such failure constitutes a default by Purchaser of its covenants hereunder, exercise any of its remedies pursuant to Section 11.a of this Agreement

11. **Default and Remedies.**

a. **Default by Purchaser.** If Seller has performed its obligations under this Agreement and if Purchaser should fail to consummate the transactions contemplated by this Agreement for any reason other than Seller's default pursuant to Section 11.b herein or a failure to obtain the Approvals, then Seller's sole and exclusive remedy in such event shall be to terminate this Agreement and to retain the Earnest Money and the Contract Deposit as liquidated damages, Seller waiving all other rights or remedies in the event of such default by Purchaser. The parties acknowledge that Seller's actual damages in the event of a default by Purchaser under this Agreement will be difficult to ascertain and that such liquidated damages represent the parties' best estimate of such damages. Such retention of the Earnest Money the Contract Deposit by Seller is intended to constitute liquidated damages to Seller and not a penalty. Nothing in this Section 11.a limits Purchaser's obligation to seller under Sections 5(a) and (b) of this Agreement.

b. **Default by Seller.** If Purchaser has performed its obligations under this Agreement and is ready and able to consummate the transaction and if Seller defaults in its obligation to consummate the transactions contemplated by this Agreement for any reason other than Purchaser's default pursuant to Section 11.a herein or a failure of the conditions set forth in Section 10(b), and such default shall continue for more than five (5) days after written notice thereof from Purchaser to Seller, then Purchaser will have the right, as its sole and exclusive remedies, to (A) enforce an action in equity for specific performance, (B) terminate this Agreement by giving written notice to Seller and receive an immediate refund of the Earnest Money and the Contract Deposit, or (C) waive said failure or breach and proceed to Closing. Any action for specific performance must be brought by Purchaser within three (3) months after the occurrence of Seller's default.

c. The parties hereby waive their right to mutuality of remedies.

12. **AS-IS.** The Property is sold, and Purchaser accepts the Property, "AS IS, WHERE IS, AND WITH ALL FAULTS," in its existing condition, with no warranties or representations of any kind or nature, express or implied, having been made by Seller or any agent for Seller. - The provisions of this Section 12 shall survive Closing.

13. **Notices.** Any notice or other writing required or permitted to be given to a party under this Agreement shall be given in writing and shall be (i) delivered by hand, (ii) delivered through the United States mail, postage prepaid, certified, return receipt requested, (iii) delivered through or by UPS, FedEx, or other overnight courier service, or (iv) delivered by electronic mail (PDF format) with a confirmation copy delivered by another method permitted by this Section 13, addressed to the parties at the addresses set forth below. Any notice or demand that may be given hereunder shall be deemed complete: (a) four (4) business days after depositing any such notice or demand in the United States mail with proper postage affixed thereof, certified, return receipt requested, (b) on the next business day after depositing any such notice or demand with UPS, FedEx, or other overnight courier service, (c) upon hand delivery to the appropriate address as herein provided, or (d) upon the date such electronic mail is sent to the email address set forth below. Any party hereto may change said address by notice in writing to the other parties in the manner herein provided. The appropriate addresses for notice hereunder shall be the following:

**Purchaser:** Memphis Light, Gas and Water Division  
Property Management and Survey  
220 S. Main St.  
Memphis, TN 38103  
Attention: Keith Ledbury  
Email: [KLedbury@mlgw.org](mailto:KLedbury@mlgw.org)

with a copy to (which will not constitute notice):

Harris Shelton Hanover Walsh, PLLC  
6060 Primacy Parkway, Suite 100  
Memphis, TN 38119  
Attention: Tricia Adrian  
Telephone Number: 901.415.1876  
Email: [tadrian@harrishelton.com](mailto:tadrian@harrishelton.com)

**Seller:** Smith & Nephew, Inc.  
150 Minuteman Road  
Andover, Massachusetts 01810  
Attention: Corporate Real Estate Department  
Telephone Number: \_\_\_\_\_  
Email: \_\_\_\_\_

with a copy to (which will not constitute notice):

Smith & Nephew, Inc.  
7135 Goodlett Farms Parkway  
Cordova, TN 38016  
Attention: Legal Department

with a copy to (which will not constitute notice):

Bass, Berry & Sims PLC  
100 Peabody Place, Suite 1300  
Memphis, TN 38103  
Attention: Justin T. Starling  
Telephone Number: 901.543.5721  
Email: [jstarling@bassberry.com](mailto:jstarling@bassberry.com)

14. **Brokers.** Purchaser and Seller warrant and represent that they have dealt with no broker or finder in connection with this transaction at Closing, and that there is no sales commission due in connection with this transaction.

15. **Entire Agreement.** This Agreement constitutes the entire agreement between Seller and Purchaser and no amendment or modification of this Agreement may be made except by an instrument in writing signed by all parties.

16. **WAIVER OF JURY TRIAL.** IN THE EVENT OF ANY ACTION OR PROCEEDING (INCLUDING WITHOUT LIMITATION, ANY CLAIM, COUNTERCLAIM, CROSS-CLAIM OR THIRD-PARTY CLAIM) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT, (I) THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER ALL OF ITS COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS, AND (II) A COURT SHALL DETERMINE ALL ISSUES OF LAW AND FACT, A JURY TRIAL BEING EXPRESSLY WAIVED. THE TERMS OF THIS SECTION SHALL SURVIVE CLOSING OR ANY EARLIER TERMINATION OF THIS AGREEMENT.

17. **Time of the Essence.** Time is declared to be of the essence of this Agreement.

18. **Miscellaneous.**

(a) **Assignment.** This Agreement shall constitute a binding contract between Seller and Purchaser and shall be binding upon and inure to the benefit of the respective heirs, executors, personal representatives, and permitted successors and assigns of Seller and Purchaser. This Agreement is personal to Purchaser, and Purchaser may not assign this Agreement without the prior written consent of Seller, which consent may be withheld in Seller's sole discretion.

(b) **Severability.** In the event any one or more of the provisions contained in this Agreement are held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.

(c) **No Recordation.** Neither this Agreement nor any memorandum or other summary of this Agreement shall be placed of public record under any circumstances except with the prior written consent of Seller and Purchaser.

(d) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one Agreement. To facilitate execution of this Agreement, the parties may execute and exchange executed counterparts of the signature pages by e-mail, and any such signature page transmitted by e-mail shall have the same force and effect as an "original" signature.

(e) **Attorneys' Fees.** In any action between the parties relating to this Agreement, the prevailing party in any dispute or litigation shall be entitled to reimbursement from the other party of all the prevailing party's court costs and reasonable attorneys' fees. The terms of this Section shall survive Closing or any earlier termination of this Agreement.

(f) **Risk of Loss.** The risk of loss or damage to the Property by fire, or other casualty, or condemnation, prior to the Closing Date, is assumed by Seller, except to the extent caused by Purchaser or those acting by or on behalf of Purchaser. If (a) all or a portion of the Property should be destroyed or damaged by fire or other casualty before the Closing, and such casualty results in damage to the Improvements in the amount of \$100,000.00 or greater, or (b) any condemnation or eminent domain proceedings are threatened or initiated that would result in the taking of all or a material portion of the Property, then Purchaser may, at its option, by written notice delivered to Seller within fifteen (15) days after such casualty or condemnation either (i) terminate this Agreement with respect to such Property, in which case the Earnest Money shall delivered to Purchaser, or (ii) proceed with the purchase of the Property pursuant to this Agreement, subject to such damage and less any interest taken by a condemnation or eminent domain proceeding. Upon the Closing, Seller shall assign, transfer and set over to Purchaser all of the right, title and interest of Seller in and to any awards that have been or that may thereafter be made for



such taking and assign, transfer and set over to Purchaser any sums of insurance money paid for any destruction or damages, and all of the right, title and interest of Seller in and to any insurance awards that may thereafter be made for such destruction or damages and provide Purchaser a credit on the settlement statement for the amount of any insurance deductibles. If Purchaser does not make such election within the aforesaid time period, Purchaser will be deemed to have elected to close the transactions contemplated hereby in accordance with clause (ii) above. If all or a portion of the Property should be destroyed or damaged by fire or other casualty before the Closing, and such casualty results in damage to the Improvements of less than \$100,000.00, then Purchaser shall proceed with the purchase of the Property pursuant to this Agreement, in which case Seller shall assign, transfer and set over to Purchaser any sums of insurance money paid for any destruction or damages, and all of the right, title and interest of Seller in and to any insurance awards that may thereafter be made for such destruction or damages and provide Purchaser a credit on the settlement statement for the amount of any insurance deductibles.

(g) **Additional Acts**. In addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered at the Closing, Purchaser and Seller agree to perform, execute and/or deliver any and all such further acts, deeds and assurances as Purchaser or Seller, as the case may be, may reasonably require to (i) evidence and vest in Purchaser the ownership of, and title to, the Property and (ii) consummate the transactions contemplated hereunder.

(h) **Business Day**. In the event that the date for taking any action under this Agreement (including, but not limited to, the giving of a notice of termination or Closing) falls on a Saturday, Sunday or legal holiday, then such time period shall automatically be extended until 5:00 p.m. Central Time on the next regularly scheduled business day in Memphis, Tennessee.

(i) **Waiver**. The failure of any party to exercise any right hereunder, or to insist upon strict compliance by the other party, shall not constitute a waiver of either party's right to demand strict compliance with the terms and conditions of this Agreement.

(j) **OFAC Compliance**. Each party is not, and will not become a person identified on U.S. Treasury's Office of Foreign Asset Control listing of Specially Designated Nationals and Blocked Persons (a "Prohibited Person"). Each party (i) is not and will not become owned or controlled by a Prohibited Person, (ii) is not acting hereunder and will not act hereunder for or on behalf of a Prohibited Person, and (iii) is not providing and will not provide material, financial or technological support or other services to or in support of acts of terrorism of a Prohibited Person. Neither party will enter into or undertake any activities related to this Agreement in violation of Anti-Money Laundering Laws.

(k) **Governing Law**. This Agreement shall be construed in accordance with and governed by the laws of the State of Tennessee, without giving effect to its conflict of laws provisions.

(l) **Press Releases regarding Closing; Disclosure of Due Diligence Materials Upon Termination**. Prior to the Closing Date, or promptly following termination of this Agreement, if this Agreement is terminated prior to Closing, Purchaser and Seller shall confer and agree upon the content of any press release, publications, and announcements to be issued by Purchaser or Seller disclosing the Closing or the reasons for terminating the Agreement (if Closing does not occur) and the appropriate time for making such releases. Notwithstanding the foregoing, Purchaser shall be permitted to publicly discuss the transaction following the Closing. In the event that this Agreement is terminated prior to Closing, Purchaser agrees to consult with Seller prior to disclosing any third-party reports or other inspections obtained or performed by Purchaser in connection with its inspections of the Property to afford Seller the opportunity to raise any confidentiality concerns and attempt to prevent disclosure of the same, and Seller shall use reasonable efforts to redact any portions of such reports and inspections as Seller may deem

**confidential, to the extent permitted by applicable law. Seller understands that Purchaser is subject to the Tennessee Public Records Act.**

**[Signatures on Following Page]**

**EXHIBIT B**

**IN WITNESS WHEREOF, the parties hereto have executed this Real Estate Purchase and Sale Agreement as of the dates listed below their respective signatures.**

**SELLER:**

**SMITH & NEPHEW, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**PURCHASER:**

**MEMPHIS LIGHT, GAS AND WATER DIVISION**

By: \_\_\_\_\_  
Douglas McGowen, President and CEO

**ATTEST:**

By: \_\_\_\_\_  
Dana Jeanes, V.P., CFO and Secretary-Treasurer

**APPROVED:**

By: \_\_\_\_\_  
Jennifer Sink, General Counsel for Purchaser

**EXHIBIT A****Legal Description**

BEING A SURVEY OF PART OF THE HARRAH'S OPERATING COMPANY MEMPHIS, LLC PROPERTY AS RECORDED IN INSTRUMENT 06082255 AND THE HARRAH'S OPERATING COMPANY MEMPHIS, LLC PROPERTY AS RECORDED IN INSTRUMENT 07131325 BOTH OF RECORD IN THE SHELBY COUNTY REGISTER'S OFFICE, LOCATED IN MEMPHIS, SHELBY COUNTY, TENNESSEE AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHEAST RIGHT-OF-WAY LINE OF GOODLETT FARMS PARKWAY (PUBLIC RIGHT-OF-WAY VARIES) (AS DEDICATED IN PLAT BOOK 99, PAGE 13), SAID POINT BEING 29.71 FEET FROM THE INTERSECTION OF THE SOUTHEAST LINE OF SAID GOODLETT FARMS PARKWAY WITH THE NORTHEAST RIGHT-OF-WAY LINE OF CHERRY FARMS ROAD (68.00 FOOT PUBLIC RIGHT-OF-WAY) (AS DEDICATED IN PLAT BOOK 237, PAGE 30); THENCE ALONG THE SOUTHEAST LINE OF SAID GOODLETT FARMS PARKWAY FOLLOWING A 858.42 FOOT RADIUS CURVE TO THE LEFT AN ARC DISTANCE OF 709.48 FEET (CHORD N42°23'37"E 689.46 FEET) TO A FOUND IRON PIN AT THE SOUTHWEST CORNER OF THE PROPERTY SHOWN ON THE FINAL PLAT FOR PHASE 7 OF THE GOODLETT FARMS EAST PLANNED DEVELOPMENT AS RECORDED IN PLAT BOOK 234, PAGE 26 AT SAID REGISTER'S OFFICE; THENCE S84°50'42"E ALONG THE SOUTH LINE OF SAID PHASE 7 AND ALONG THE EASTWARDLY EXTENSION THEREOF A DISTANCE OF 1812.73 FEET TO SET P.K. NAIL ON THE CENTERLINE OF GARRETT RIDGE ROAD (OLD APPLING ROAD); THENCE S4°00'05"W ALONG THE CENTERLINE OF SAID GARRETT RIDGE ROAD A DISTANCE OF 155.45 FEET TO A POINT; THENCE S4°10'19"W AND CONTINUING ALONG THE CENTERLINE OF SAID GARRETT RIDGE ROAD A DISTANCE OF 509.99 FEET TO A POINT; THENCE N85°04'08"W ACROSS GARRETT RIDGE ROAD AND ALONG THE NORTH LINE OF THE JIMMIE HOOKER ET UT. AND BERTHA HOOKER PROPERTY (DG-0654) A DISTANCE OF 226.20 FEET TO THE NORTHWEST CORNER OF THE SAID HOOKER PROPERTY; THENCE S4°28'07"W ALONG THE WEST LINE OF THE SAID HOOKER PROPERTY, THE WEST OF THE JIMMIE TAYLOR AND WIFE IDA TAYLOR PROPERTY (F6-1952) AND THE WEST LINE OF THE VEESTER WASHINGTON PROPERTY (CD-9230) A DISTANCE OF 227.65 FEET TO A FOUND PIPE AT THE SOUTHWEST CORNER OF THE SAID WASHINGTON PROPERTY; THENCE S86°14'09"E ALONG THE SOUTH LINE OF THE SAID WASHINGTON PROPERTY A DISTANCE OF 202.36 FEET TO A POINT ON THE EAST LINE OF GARRETT RIDGE ROAD (25.00 FEET WEST OF THE CENTERLINE); THENCE S4°10'19"W ALONG THE WEST LINE OF SAID GARRETT RIDGE ROAD A DISTANCE OF 272.00 FEET TO A POINT ON THE NORTH LINE OF DEXTER ROAD (25.00 FEET NORTH OF THE CENTERLINE); THENCE N85°38'07"W ALONG THE NORTH LINE OF SAID DEXTER ROAD A DISTANCE OF 152.40 FEET TO A POINT; THENCE N89°06'19"W AND CONTINUING ALONG THE NORTH LINE OF SAID DEXTER ROAD A DISTANCE OF 94.00 FEET TO A POINT; THENCE S89°42'08"W AND CONTINUING ALONG THE NORTH LINE OF SAID DEXTER ROAD A DISTANCE OF 13.00 FEET TO THE SOUTHEAST CORNER OF THE EVERETT LEON GARRETT PROPERTY (AP-7350); THENCE N2°03'25"E ALONG THE EAST LINE OF THE SAID GARRETT PROPERTY A DISTANCE OF 150.01 FEET TO THE NORTHEAST CORNER OF

THE SAID GARRETT PROPERTY; THENCE S89°51'31"W ALONG THE NORTH LINE OF THE SAID GARRETT PROPERTY A DISTANCE OF 100.00 FEET TO A FOUND PIPE; THENCE S84°40'44"W AND CONTINUING ALONG THE NORTH LINE OF THE SAID GARRETT PROPERTY A DISTANCE OF 48.60 FEET TO THE NORTHWEST CORNER OF THE SAID GARRETT PROPERTY; THENCE S02°05'32"W ALONG THE WEST LINE OF THE SAID GARRETT PROPERTY AS DISTANCE OF 150.00 FEET TO THE SOUTHWEST CORNER OF THE SAID GARRETT PROPERTY, SAID POINT LIES ON THE NORTH LINE OF SAID DEXTER ROAD; THENCE S80°15'27"W ALONG THE NORTH LINE OF SAID DEXTER ROAD A DISTANCE OF 75.00 FEET TO A POINT, SAID POINT BEING THE SOUTHEAST CORNER OF THE ALLIE MONE DEAN PROPERTY (HD-6741); THENCE N02°40'35"E ALONG THE EAST LINE OF THE SAID DEAN PROPERTY A DISTANCE OF 200.00 FEET TO THE NORTHEAST CORNER OF THE SAID DEAN PROPERTY; THENCE S74°30'54"W ALONG THE NORTH LINE OF THE DEAN PROPERTY A DISTANCE OF 75.00 FEET TO THE NORTHEAST CORNER OF THE BEVERLY AND ABERBELL JONES PROPERTY (TAX ID # D02-07-00122); THENCE S64°54'51"W ALONG THE NORTH LINE OF THE SAID JONES PROPERTY A DISTANCE OF 223.00 FEET TO THE NORTHEAST CORNER OF THE STANLEY WRIGHT PROPERTY (GJ-2223); THENCE S59°26'58"W ALONG THE NORTH LINE OF THE SAID WRIGHT PROPERTY A DISTANCE OF 75.00 FEET TO A THE NORTHWEST CORNER OF THE SAID WRIGHT PROPERTY; THENCE S4°19'58"W ALONG THE WEST LINE OF THE SAID WRIGHT PROPERTY A DISTANCE OF 200.00 FEET TO A POINT ON THE NORTH LINE OF SAID DEXTER ROAD; THENCE S57°41'58"W ALONG THE NORTH LINE OF SAID DEXTER ROAD A DISTANCE OF 30.80 FEET TO A POINT; THENCE N85°22'00"W ALONG THE NORTH LINE OF THE JENNIE PINSON PROPERTY (R4-8927) AND ALONG THE NORTH LINE OF LOT 2 OF THE PINSON SUBDIVISION (PLAT BOOK 32, PAGE 44) A DISTANCE OF 679.20 FEET TO A FOUND PIPE; THENCE S4°57'51"W A DISTANCE OF 37.61 FEET TO FOUND PIPE; THENCE N86°15'35"W AND CONTINUING ALONG THE NORTH LINE OF SAID LOT 2 AND ALONG THE NORTH LINE OF THE B.P. AND R.V. ROGERS PROPERTY (TAX ID # D02-07-G00001C) A DISTANCE OF 538.33 FEET TO THE TO THE SOUTHEAST CORNER OF THE PROPERTY SHOWN ON THE FINAL PLAT FOR PHASE 16 OF THE GOODLETT FARMS EAST P.D. AS RECORDED IN PLAT BOOK 238, PAGE 48 AT SAID REGISTER'S OFFICE; THENCE ALONG THE SOUTHEASTERLY LINE OF THE SAID PHASE 16 PROPERTY THE FOLLOWING CALLS AND DISTANCES:

N50°45'12"E - 164.35 feet;  
N36°23'55"E - 15.00 feet;  
N47°17'11"E - 50.00 feet;  
N34°54'14"E - 60.00 feet;  
N53°36'11"E - 35.00 feet;  
N33°12'06"E - 55.00 feet;  
N66°53'32"E - 35.00 feet;  
N40°06'57"E - 45.00 feet;  
N29°05'38"E - 55.00 feet;  
N49°13'45"E - 55.00 feet;  
N33°21'39"E - 25.00 feet;  
N4°11'25"W - 12.00 feet;

TO A POINT ON THE SOUTH LINE OF SAID CHERRY FARMS ROAD; THENCE CONTINUING ALONG THE SOUTH LINE OF SAID CHERRY FARMS ROAD FOLLOWING A 534.00 FOOT RADIUS CURVE TO THE LEFT, AN ARC LENGTH 44.12 FEET (CHORD N83°26'33"E - 44.11 FEET) TO THE POINT OF TANGENCY; THENCE N81°04'32"E AND CONTINUING ALONG THE SOUTH LINE OF CHERRY FARMS ROAD A DISTANCE OF

618.23 FEET TO THE SOUTHEAST CORNER OF SAID CHERRY FARMS ROAD; THENCE N08°55'28"W ALONG THE EAST LINE OF SAID CHERRY FARMS ROAD A DISTANCE OF 68.00 FEET TO THE NORTHEAST CORNER OF SAID CHERRY FARMS ROAD; THENCE S81°04'32"W ALONG THE NORTH LINE OF SAID CHERRY FARMS ROAD A DISTANCE OF 618.23 FEET TO A POINT OF CURVATURE; THENCE ALONG THE NORTHEAST LINE OF SAID CHERRY FARMS ROAD ALONG A 466.00 FOOT RADIUS CURVE TO THE RIGHT AN ARC DISTANCE OF 614.44 FEET (CHORD N61°09'04"W 570.89 FEET) TO THE POINT OF TANGENCY; THENCE N23°22'41"W ALONG THE NORTHEAST LINE OF SAID CHERRY FARMS ROAD A DISTANCE OF 122.29 FEET TO A POINT OF CURVATURE; THENCE ALONG A 30.00 FOOT RADIUS CURVE TO THE RIGHT AN ARC DISTANCE OF 46.84 FEET (CHORD N21°20'48"E 42.22 FEET) TO THE POINT OF BEGINNING AND CONTAINING 2,452,140 SQUARE FEET OR 56.293 ACRES.

AND

BEING A SURVEY OF PART OF THE APPLING ASSOCIATES PROPERTY AS RECORDED IN INSTRUMENT AS-8454 AT THE SHELBY COUNTY REGISTER'S OFFICE, LOCATED IN MEMPHIS, SHELBY COUNTY, TENNESSEE AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTHEAST RIGHT-OF-WAY LINE OF GOODLETT FARMS PARKWAY (PUBLIC RIGHT-OF-WAY VARIES) (AS DEDICATED IN PLAT BOOK 99, PAGE 13), SAID POINT BEING 29.71 FEET FROM THE INTERSECTION OF THE SOUTHEAST LINE OF SAID GOODLETT FARMS PARKWAY WITH THE NORTHEAST RIGHT-OF-WAY LINE OF CHERRY FARMS ROAD (68.00 FOOT PUBLIC RIGHT-OF-WAY) (AS DEDICATED IN PLAT BOOK 237, PAGE 30); THENCE ALONG THE SOUTHEAST LINE OF SAID GOODLETT FARMS PARKWAY FOLLOWING A 858.42 FOOT RADIUS CURVE TO THE LEFT AN ARC DISTANCE OF 709.48 FEET (CHORD N42°23'37"E 689.46 FEET) TO A FOUND IRON PIN AT THE SOUTHWEST CORNER OF THE PROPERTY SHOWN ON THE FINAL PLAT FOR PHASE 7 OF THE GOODLETT FARMS EAST PLANNED DEVELOPMENT AS RECORDED IN PLAT BOOK 234, PAGE 26 AT SAID REGISTER'S OFFICE; THENCE S84°50'42"E ALONG THE SOUTH LINE OF SAID PHASE 7 A DISTANCE OF 654.11 FEET TO A SET IRON PIN AT THE SOUTHEAST CORNER OF SAID PHASE 7, SAID POINT BEING THE POINT OF BEGINNING; THENCE N5°09'18"E ALONG THE EAST LINE OF THE SAID PHASE 7 AND THE NORTHERLY EXTENSION THEREOF A DISTANCE OF 461.34 FEET TO A SET IRON PIN ON THE SOUTH LINE OF THE FRANK GENTRY GARRETT, JR. & BLOSSIE MAE GARRETT TRUSTEES PROPERTY AS RECORDED IN INSTRUMENT KT-5356 AT SAID REGISTER'S OFFICE; THENCE S85°35'30"E ALONG THE SOUTH LINE OF THE SAID GARRETT PROPERTY (INSTRUMENT KT-5356) A DISTANCE OF 1149.11 FEET TO A SET P.K. NAIL ON THE CENTERLINE OF GARRETT RIDGE ROAD (OLD APPLING ROAD); THENCE S4°00'05"W ALONG THE CENTERLINE OF SAID GARRETT RIDGE ROAD A DISTANCE OF 476.41 FEET TO A SET P.K. NAIL, SAID POINT BEING THE NORTHEAST CORNER OF THE HARRAH'S OPERATION COMPANY MEMPHIS, LLC PROPERTY AS RECORDED IN INSTRUMENT 06082255 AT SAID REGISTER'S OFFICE; THENCE N84°50'42"W ALONG THE NORTH LINE OF THE SAID HARRAH'S PROPERTY (INSTRUMENT 06082255) AND ALONG THE NORTH LINE OF THE HARRAH'S OPERATING COMPANY MEMPHIS, LLC PROPERTY AS RECORDED IN INSTRUMENT 07131325 A DISTANCE OF 1158.61 FEET TO THE POINT OF BEGINNING AND CONTAINING 540,974 SQUARE FEET, OR 12.419 ACRES.

LESS AND EXCEPT THAT PORTION DEDICATED BY PLAT OF RECORD IN PLAT BOOK  
247, PAGE 18 IN THE REGISTER OF DEEDS OFFICE FOR SHELBY COUNTY,  
TENNESSEE.

EXHIBIT B

**EXHIBIT B**

**Personal Property**

*To be attached prior to the expiration of the Inspection Period.*



EXHIBIT B

**EXHIBIT C**

**Contracts**

**EXHIBIT D**

**Special Warranty Deed**

**THIS INSTRUMENT PREPARED BY:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SPECIAL WARRANTY DEED**

Address of New Owner:	Send Tax Bills To:	Map/Parcel Number(s):
_____ _____ _____	_____ _____ _____	D0207 00352C, D0207 00241C and D0207 00358

FOR AND IN CONSIDERATION OF the sum of TEN AND NO/100 DOLLARS (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **Smith & Nephew, Inc.**, a Delaware corporation ("Grantor"), has bargained and sold, and hereby transfers and conveys, to **City of Memphis, for the use and benefit of Memphis Light, Gas and Water Division**, and its successors and assigns ("Grantee"), certain real property in Shelby County, Tennessee, more particularly described as follows:

See Exhibit A attached hereto and incorporated by reference herein.

BEING [PART OF] THE SAME property conveyed to Grantor by deed from \_\_\_\_\_, of record in Book \_\_\_\_\_, page \_\_\_\_\_, Register's Office for \_\_\_\_\_ County, Tennessee.

TO HAVE AND TO HOLD said property, together with the appurtenances, hereditaments, estate, title and interest thereto belonging, to Grantee, forever.

This is improved property known as 7135 Goodlett Farms Parkway, Cordova, Tennessee.

Said property is conveyed subject to those matters described on Exhibit B attached hereto and incorporated by reference herein.

Grantor covenants and binds itself and its heirs and successors to warrant specially and defend to Grantee forever the title to said property against the lawful claims of all persons claiming by, through, or under Grantor (excluding claims arising out of the matters set forth on Exhibit B), but no further or otherwise.

IN WITNESS WHEREOF, the undersigned Grantor has executed this instrument or has caused same to be executed this \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

GRANTOR:

**Smith & Nephew, Inc.,**  
a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

Personally appeared before me, the undersigned, a Notary Public having authority within the State and County aforesaid, \_\_\_\_\_, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the/a(n) \_\_\_\_\_ of Smith & Nephew, Inc., a Delaware corporation, and is authorized by the corporation to execute this instrument on behalf of the corporation.

WITNESS my hand, at office, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

The actual consideration for this transfer or value of property transferred (whichever is greater) is  
\$ \_\_\_\_\_.[subject to change for exemption of transfer tax]

\_\_\_\_\_  
Affiant

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

**Exhibit A**

**Legal Description**

**Exhibit B**

**Permitted Exceptions**

**EXHIBIT E**

**Due Diligence Documents**

To the extent in Seller's possession, not subject to confidentiality obligations to a third party, and related solely and exclusively to the Property, Seller shall provide to Purchaser, without representation of warranty whatsoever, the following:

(i) any existing Surveys; (ii) any existing title report, commitment, or policy together with copies of all documents underlying such materials, and other documentation concerning the status of title to the Property, if any; (iii) copies of all Contracts, together with all material correspondence and other documentation relating thereto, if any; (iv) a list (with copies if available) of licenses and permits, if any, together with all material correspondence and other documentation relating thereto, if any; (v) a list of material items of Personal Property owned by Seller and used in connection with the ownership, operation, maintenance or repair of the Property, if any; (vi) copies of any material insurance claim/loss history for the current and immediately prior calendar years; (vii) real estate tax receipts and assessments for the current and immediately prior calendar years, to the extent not publicly available; (viii) engineer's, physical, structural, and mechanical reports and documentation, if any; (ix) environmental audits, reports, and documentation, if any; (x) any plans, specifications, construction contracts, and work orders related to improvements to the Property since Seller took possession; (xi) warranties in effect, if any; (xii) any written documentation in Seller's possession regarding the Property's compliance with any applicable zoning, subdivision, land use, redevelopment, energy, environmental, and other governmental requirements applicable to Seller's use and maintenance of the Property; and (xiii) all material documentation in connection with any existing, pending or threatened litigation proceedings and other material claims relating to the Property, if any, except to the extent disclosure thereof is prohibited by protective order, non-disclosure or confidentiality agreements with particular reference to non-public settlement agreements; and (xv) any other similar documentation reasonably requested by Purchaser.

Items (iii), (vi), (x), (xi), and (xiii) are referred to in this Agreement as the "**Confidential Materials.**"

**EXHIBIT F**

**Bill of Sale**

**BILL OF SALE AND ASSIGNMENT**

THIS BILL OF SALE AND ASSIGNMENT (this "Assignment") is entered into as of the \_\_\_ of \_\_\_\_\_, 20\_\_\_, between **Smith & Nephew, Inc.**, a Delaware corporation ("Assignor"), whose address is \_\_\_\_\_, and **City of Memphis, for the use and benefit of Memphis Light, Gas and Water Division** ("Assignee"), whose address is 220 S. Main Street, Memphis, Tennessee 38103.

This Assignment is executed in connection with that certain Real Estate Purchase and Sale Agreement dated \_\_\_\_\_, 20\_ between Assignor and Assignee (the "Sale Agreement"). Capitalized terms used in this Assignment and not otherwise defined have the respective meanings set forth in the Sale Agreement.

WITNESSETH, Assignor, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration received from Assignee does hereby sell, assign, and transfer unto Assignee all of Assignor's right, title, and interest in and to the Personal Property and the Intangible Property, subject, in each case, to Assignor's rights under the Lease.

Assignor does hereby avow itself to be the true and lawful owner of said property. Assignor has full power, good right, and lawful authority to dispose of said property in the manner aforesaid. This Assignment is made without any covenant, warranty, or representation by, or recourse against, Assignor except as expressly set forth above in this Assignment or in the Sale Agreement.

IN WITNESS WHEREOF, Assignor has executed this instrument effective as of the \_\_\_ day of \_\_\_\_\_, 20\_\_.

**ASSIGNOR:**

**Smith & Nephew, Inc.,**  
a Delaware corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



**EXHIBIT G**

**Assignment of Contracts**

**ASSIGNMENT AND ASSUMPTION AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment") is entered into as of the \_\_\_\_ of \_\_\_\_\_, 202\_\_, between **Smith & Nephew, Inc.**, a Delaware corporation ("Assignor"), whose address is \_\_\_\_\_, and **City of Memphis**, for the use and benefit of **Memphis Light, Gas and Water Division** ("Assignee"), whose address is 220 S. Main Street, Memphis, Tennessee 38103. This Assignment is executed in connection with that certain Real Estate Purchase and Sale Agreement dated \_\_\_\_\_, 202\_ between Assignor and Assignee (the "Sale Agreement"). Capitalized terms used in this Assignment and not otherwise defined have the respective meanings set forth in the Sale Agreement.

1. Contracts. The "Contracts" means those contracts that are described on Exhibit A attached to this Assignment.

2. Assignment. For good and valuable consideration received by Assignor, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby grants, transfers and assigns to Assignee the entire right, title, and interest of Assignor in and to the Contracts.

3. Assumption. Assignee hereby assumes the obligations of Assignor under the Contracts first arising from and after the date hereof. Assignor shall promptly notify Assignee in writing if any claim is made against Assignor with respect to any matter that Assignee has agreed to assume in this Assignment, specifying the nature and details of such claim. Assignor shall cooperate fully with Assignee and its counsel and attorneys in the defense against such claim in accordance with their judgment and discretion. No person or entity, other than Assignor, shall be deemed a beneficiary of the provisions of this Section 3.

4. Sale Agreement. This Assignment is made without any covenant, warranty, or representation by, or recourse against, Assignor except as expressly set forth in the Sale Agreement and the documents executed in connection therewith.

5. Attorneys' Fees. If either Assignee or Assignor or their respective successors or assigns file suit to enforce the obligations of the other party under this Assignment, the prevailing party will be entitled to recover the reasonable fees and expenses of its attorneys.

6. Successors and Assigns. This Assignment is binding upon and will inure to the benefit of Assignor and Assignee and their respective successors and assigns.

7. Counterparts. This Agreement may be executed in multiple counterparts, each of which constitutes an original and all of which together constitute one and the same instrument.

8. Governing Law. This Agreement shall be governed and interpreted in accordance with the laws of the State of Tennessee.

IN WITNESS WHEREOF, Assignor and Assignee have executed and delivered this Assignment the day and year first above written.

**ASSIGNOR**

**Smith & Nephew, Inc.,  
a Delaware corporation**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ASSIGNEE**

**Memphis Light, Gas and Water Division**

By: \_\_\_\_\_  
Douglas McGowen, President and CEO

ATTEST:

By: \_\_\_\_\_  
Dana Jeanes, V.P., CFO and Secretary-Treasurer

APPROVED:

By: \_\_\_\_\_  
Attorney for Assignee

**Exhibit A**

**Contracts**

36451290.10

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE TO FIX AND DETERMINE THE SALARY AND COMPENSATION OF  
THE MAYOR PURSUANT TO HOME RULE AMENDMENTS**

**WHEREAS**, Home Rule Charter Amendment No. 1509, adopted by qualified voters in Referendum Election of August, 1966, provided for the City Legislative Body to determine and fix compensation of the Mayor of the City of Memphis; and

**WHEREAS**, Home Rule Charter Amendment No. 1852, adopted by the qualified voters in Referendum Election of November 8, 1966, provided authority for the City Council, from time to time, to increase or decrease such salary of the Mayor and expense allowance, provided such change not to take effect in the term during which the change is made; and

**WHEREAS**, pursuant to its authority, it is the intent of the Council to increase the salary of the Mayor of the City of Memphis to be commensurate with the salary of the Shelby County Mayor.

**NOW, THEREFORE,**

**SECTION 1. BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEMPHIS**, pursuant to authority granted in Charter provisions approved by Referendum Ordinances No. 1509 and 1852, that the compensation for the Mayor be and the same is hereby increased from One Hundred Seventy Thousand Eight Hundred and Seventeen Dollars (\$170,817) to Two Hundred Ten Thousand Dollars (\$210,000) annually, beginning on January 1, 2024.

**SECTION 2. BE IT FURTHER ORDAINED BY THE COUNCIL OF THE CITY OF MEMPHIS**, that this ordinance shall take effect from and after the date it shall have been passed by the Council, signed by the Chairman of the Council, certified, and delivered to the Office of Mayor in writing by the comptroller and become effective as otherwise provided by law.

Martavius D. Jones  
Chairman

Sponsor(s):  
Martavius D. Jones

**AN ORDINANCE TO ESTABLISH MEMPHIS CITY COUNCIL MEETING DATES FOR 2024.**

**WHEREAS**, Referendum Ordinance 4274, approved by the citizens of Memphis on November 8, 1994, amended the Council’s meeting dates to the first and third Tuesdays of each month; and

**WHEREAS** the Council wishes to approve the 2024 meeting dates.

**NOW, THEREFORE, BE IT RESOLVED** that the Memphis City Council will conduct its regular meetings on the following Tuesdays of each month:

January 9	January 23
February 6	February 20
March 5	March 19
April 9	April 23
May 7	May 21
June 4	June 25
July 9	July 23
August 6	August 20
September 10	September 24
October 1	October 15
November 5	November 19
December 3	December 17

Sponsor:  
Martavius Jones, Chairman