

MLGW Consent Agenda Committee Discussion



MLGW Committee
August 19, 2025

Fiscal Consent Totals:

1. Total Fiscal Consent Approved Amount Year-to-Date – \$ 267,796,866.19

Items approved by Council through 8/5/2025.

2. Total Regular/Fiscal Consent Requested Amount – \$268,876,092.85

Items requested for 8/19/2025 meeting.

3. Total Regular/Fiscal Consent Year-to-Date Amount - \$536,672,959.04

Total of approvals and requests through 8/19/2025 meetings.

Items for Aug 19th Agenda

Items approved by BOC on August 6th

REGULAR AGENDA

1. Resolution approving the issuance of, and recommending to and requesting that the City Council issue and sell, through negotiated sale, not to exceed \$250,000,000 principal amount of, Electric System Revenue Bonds, Series 2025 pursuant to the Electric System Revenue Obligations Master Resolution, adopted by the Board on June 20, 2002, and by the City Council on July 2, 2002, as amended and supplemented by the Eleventh Supplemental Resolution.

CONSENT AGENDA

2. Resolution approving renewal and change (Change No. 1) to Contract No. 12383, Voice and Data Services with AT&T to change and renew the current contract in the funded amount of \$518,840.00.
3. Resolution approving of extension (Change No. 4) to Contract No. 11723, EMS/SCADA, with Open Systems International (OSI), Inc. to change and extend the current contract in the funded amount of \$5,510,660.00.
4. Resolution approving renewal (Change No. 1) to Contract No. 12213, Hitachi/ABB Wireless Maintenance Services with Hitachi Energy USA Inc. to change the scope of work for the current contract in the funded amount of \$1,110,000.00.
5. Resolution awarding Contract No. 12535, ESO Materials Storage Building to Standard Builders, Inc. in the funded amount of \$6,378,900.00.

Items for Aug 19th Agenda

Items approved by BOC on August 6th

6. Resolution approving renewal and change (Change No. 3) to Contract No. 12410 (solicited under Contract No. 12253), On-Call Consulting Services with Smith Seckman Reid, Incorporated to renew and change the current contract in the funded amount of \$1,063,602.00.
7. Resolution awarding Contract No. 12550, Brunswick Service Center Re-paving to Barnes & Brower, Inc. in the funded amount of \$786,260.85.
8. Resolution awarding Contract No. 12590, Security Enhancements to Convergent Technologies LLC in the funded not-to-exceed amount of \$1,221,330.00.
9. Resolution approving renewal and change (Change No. 3) to Contract No. 12630 (formerly Contract No. C2405), Customer Communication and Engagement with Convey (formerly Message Broadcast, LLC) to renew and expand the scope of work of the current contract in the funded amount of \$2,286,500.00.

Electric System Revenue Bonds 2025 (Eleventh Supplemental Resolution)

- **City Council Regular Agenda Item**
- Funded amount: \$250,000,000
- Plain Language Description: Resolution approving the issuance of, and recommending to and requesting that the City Council issue and sell, through negotiated sale, not to exceed \$250,000,000 principal amount of, Electric System Revenue Bonds, Series 2025, pursuant to the Electric System Revenue Obligations Master Resolution, adopted by the Board on June 20, 2002 and by the City Council on July 2, 2002, as amended and supplemented by the Eleventh Supplemental Resolution. Issuance was projected and is consistent with the MLGW 2025 Budget and the 5-year Electric Infrastructure plan.
- Impact: The proposed debt issuances comprise an issue of new debt of approximately \$250,000,000 in support of MLGW's electric capital investments and the Renewal and Replacement of Infrastructure and Grid Modernization initiatives.

Voice and Data Services

- Funded amount: \$518,840.00
- Award Duration: July 1, 2026 through June 30, 2028
- Type of Bid: RFP
- Awarded to: AT&T
- Plain Language Description: This change is needed due to the consolidation of multiple contracts and services under NetTN (AT&T's statewide network contract), along with an increase in service demand. The Telecommunications Engineering Department is requesting additional funding to maintain essential operations.
- Impact: Increase the current contract value due to the consolidation of multiple contracts and services under NetTN (AT&T's statewide network contract). The requested amount will cover the following services: 1) POTS (Plain Old Telephone Service) and analog lines; 2) Point-to-Point Ethernet Services; 3) New AVPN (AT&T Virtual Private Network) circuits to support the Webex phone system and Contract 12053 (Local Dial Tone Services); and 4) New service installations for gas gates, warehouses, and other MLGW facilities. This funding is critical to maintain reliable communications across MLGW operations while aligning with our efforts to streamline services under the NetTN contract.

SCADA/EMS

- Funded amount: \$5,510,660.00
- Award Duration: Six (6) year extension (September 26, 2025 through September 25, 2031)
- Type of Bid: RFP
- Awarded to: Open Systems International (OSI), Inc.
- Plain Language Description: This contract change is to renew support and maintenance for the SCADA (Supervisory Control and Data Acquisition) EMS (Energy Management System); add DMS (Distribution Management System), DERMS (Distributed Energy Resource Management System), and Load forecasting licenses. MLGW utilizes OSI's (Open System International) SCADA system to operate the electric, gas, and water systems.
- Impact: MLGW will not have support or maintenance for the SCADA software that operates the electric, gas, and water systems without this change. MLGW will not be able to implement ADMS (Advanced Distribution Management System) or monitor distributed energy resources without this change.

Hitachi/ABB Wireless Maintenance Services

- Funded amount: \$1,110,000.00
- Award Duration: January 1, 2026 through December 31, 2030 (to add maintenance for additional support)
- Type of Bid: Sole Source
- Awarded to: Hitachi Energy USA, Inc.
- Plain Language Description: This contract is to provide support and the latest update on Software/firmware for Telecom ABB Wireless routers.
- Impact: Expanding the scope of work to add maintenance for additional support to provide continuous online and phone support for MLGW's wireless router network system that uses ABB (Tropos) equipment.

ESO Special Material Storage Building

- Funded amount: \$6,378,900.00
- Award Duration: The term of this contract is two (2) years from the date of the Notice to Proceed.
- Type of Bid: Sealed Bid
- Awarded to: Standard Builders, Inc.
- Plain Language Description: This contract is for the construction of a new prefab, 65,000 square foot building at MLGW's Electric Operations Facility, located at 2425 Covington Pike, Memphis, TN 38128, to house all special electrical substation components currently stored outside at various locations.
- Impact: Circuit breaker cabinet heaters must be connected to prevent condensation damage to sensitive wiring and meters while in storage. Inside storage will prevent the shipping crates and pallets rotting before the equipment is installed.



On-Call Consulting

- Funded amount: \$1,063,602.00
- Award Duration: Third and the fourth and final renewal terms covering the period of March 13, 2026 – March 12, 2028
- Type of Bid: RFQ
- Awarded to: Smith Seckman & Reid, Inc
- Plain Language Description: This contract is for professional engineering services for various projects at MLGW on an as needed basis. This contract will support additional design needs for stormwater drain system improvement and maintenance, North Service Center (NSC) Expansion project and additional unplanned facilities integrity incidents and anomalies for aging facilities. Also, MLGW is seeking project management assistance with the NSC project with planning, coordination, scheduling and overall construction support.
- Impact: This contract will provide engineering design consulting services for Facilities projects at MLGW. This will help ensure we can carry on various construction projects in Facilities.

Brunswick Service Center Re-paving

- Funded amount: \$786,260.85
- Award Duration: One (1) year from the date of the Notice to Proceed
- Type of Bid: Sealed Bid
- Awarded to: Barnes & Brower, Inc.
- Plain Language Description: This contract is for milling and paving at the Brunswick Service Center.
- Impact: This contract will ensure that parking lots are maintained to keep from escalating into major repairs that disrupt operations and create safety issues.



Security Enhancements

- Funded amount: \$1,221,330.00
- Award Duration: Four (4) years from the date of the Notice to Proceed with the option of one (1) additional one-year extension.
- Type of Bid: Cooperative Purchasing Agreement
- Awarded to: Convergent Technologies LLC
- Plain Language Description: The project will include installation of electronic security devices to protect Sheahan Pumping Station, Hickory Hill Service Center, and Substations 39, 35, 69, 65 and 5 from unlawful entering, theft of property and malicious behavior.
- Impact: This installation will deter and prevent loss of equipment and supplies needed to keep MLGW running efficiently.

Customer Communication and Engagement

- Funded amount: \$2,286,500.00
- Award Duration: September 24, 2025 through September 23, 2028
- Type of Bid: Single Source
- Awarded to: Convey (formerly Message Broadcast, LLC)
- Plain Language Description: This will expand the usage of an existing system to allow us to reach more people quickly during emergency situations and provide *proactive* communications through text, voice calls, and email. The use cases for this platform are limited only by our needs such as voluntary and involuntary curtailment. Billing and payment arrangements. Services offered to vulnerable populations. Information regarding tree trimming in an area, lead service line replacements, and gas pipeline upgrades are examples of what could be communicated, providing better customer service.
- Impact: It will also reduce calls to our call center because we will be sharing information in advance, anticipating customer needs and questions they may have.

Questions





Memphis City Council Summary Sheet

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

A resolution amending and appropriating PILOT proceeds from the Health Educational and Housing Facility Board of the City of Memphis, Tennessee up to but not to exceed \$1,500,000.00 chargeable to the FY2026 Budget by appropriating funds to the Division of Housing and Community Development Affordable Housing Program account.

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

The Division of Housing and Community Development

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

Not applicable.

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

Citywide

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

New contracts and contract amendments will be required.

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

Expenditure of funds will be required.

Division of Housing and Community Development-Resolution



G109

A resolution amending and appropriating PILOT proceeds from the Health Educational and Housing Facility Board of the City of Memphis, Tennessee up to but not to exceed \$1,500,000.00 chargeable to the FY2026 Budget by appropriating funds to the Division of Housing and Community Development Affordable Housing Program account.

WHEREAS, the Division of Housing and Community Development continues in its efforts to assist in the development of affordable housing options within the City of Memphis; and

WHEREAS, the Council of the City of Memphis has declared by resolution dated May 7, 2002, that the Health Educational and Housing Facility Board of the City of Memphis, Tennessee to be performing a public function on behalf of and as a public instrumentality of the City, and recognizes that all property owned by it is exempt from all taxation in the State of Tennessee; and

WHEREAS, the Council of the City of Memphis also delegated to the Health Educational and Housing Facility Board of the City of Memphis, Tennessee by resolution dated May 7, 2002, the authority to negotiate and enter into with a lessee of the Board, payments in lieu of ad valorem taxes, provided that such authorization shall be granted only upon a finding that such payments are deemed to be in furtherance of the public purpose of the Board; and

WHEREAS, the Division of Housing and Community Development is expected to receive PILOT proceeds from the Health Educational and Housing Facility Board of the City of Memphis, Tennessee up to but not to exceed ONE MILLION, FIVE HUNDRED THOUSAND DOLLARS AND 00/100 (\$1,500,000.00); and

WHEREAS, the Division of Housing and Community Development also desires to enter into a contractual agreement to grant allocations of the PILOT proceeds to the Affordable Housing Program and the Memphis Housing Authority Low-Income Housing Program; and

Division of Housing and Community Development-Resolution

WHEREAS, it is necessary to amend the Fiscal Year 2026 Budget by appropriating up to but not to exceed ONE MILLION, FIVE HUNDRED THOUSAND DOLLARS AND 00/100 (\$1,500,000.00) in revenues for the Affordable Housing Program and Memphis Housing Authority’s Low-Income Housing Program.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the Division of Housing and Community Development be authorized to enter into a contractual agreement to provide of the PILOT proceeds grants up to but not to exceed ONE MILLION, FIVE HUNDRED THOUSAND DOLLARS AND 00/100 (\$1,500,000.00) to be set aside to the Division of Housing and Community Development Affordable Housing and Memphis Housing Authority Low Income Housing Program.

BE IT FURTHER RESOLVED that there be and is hereby appropriated up to but not to exceed ONE MILLION, FIVE HUNDRED THOUSAND DOLLARS AND 00/100 (\$1,500,000.00) of the PILOT proceeds, chargeable to and amending the FY2026 Budget by appropriating funds for the HCD’s Affordable Housing Program and MHA’s Low-Income Housing Program as follows:

<u>REVENUE:</u>		
CD90043	Award 12106 HEHFB	\$1,500,000.00
<u>EXPENSE:</u>		
CD90043	Award 12106 Professional Svcs	\$1,500,000.00



Memphis City Council Summary Sheet

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

Resolution to Accept and Appropriate the sum of \$1,548,900 funded by Shelby County Commission for the Southwest Twin Redevelopment, Award 11551, Project CD01104

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

Division of Housing & Community Development

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

Not applicable

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

District 6
Super District 9

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

Not applicable

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

This will require an expenditure of funds.

P027



Resolution to Accept and Appropriate the sum of \$1,548,900 funded by Shelby County Commission for the Southwest Twin Redevelopment, Award 11551, Project CD01104.

WHEREAS, the City of Memphis is committed to strengthening underserved communities through targeted investments in infrastructure, community spaces, and public services to enhance the quality of life for residents; and

WHEREAS, the Shelby County Board of Commissioners has approved funding from its Capital Improvement Project (CIP) budget in an amount not to exceed ONE MILLION FIVE-HUNDRED FORTY-EIGHT THOUSAND NINE HUNDRED DOLLARS (\$1,548,900) for the Southwest Twin Drive-In Redevelopment Community Center Project, located at 4233 South Third Street, Memphis, Tennessee 38109 (see Attachment A); and

WHEREAS, the City of Memphis and Shelby County Government have executed a Memorandum of Agreement (MOA) to document the County's financial participation and support in addressing immediate needs for this redevelopment initiative (see Attachment B); and

WHEREAS, the site formerly known as the Southwest Twin drive-in movie theater will be redeveloped into a civic campus, including a public library, police precinct, fleet services repair shop, and other public assets; and

WHEREAS, it is necessary to appropriate the funds referenced above to support the first phase of construction, which includes site preparation and grading, utility installation, paving and drainage improvements, and the construction of the police precinct building; and

WHEREAS, Award 11551, originally established for Shelby County CIP funds allocated to the Raleigh Springs Project, will also be used for the Southwest Twin Redevelopment Project and increased by ONE MILLION FIVE HUNDRED FORTY-EIGHT THOUSAND NINE HUNDRED DOLLARS (\$1,548,900) to support this new phase of funding.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the sum of ONE MILLION FIVE HUNDRED FORTY-EIGHT THOUSAND NINE HUNDRED DOLLARS (\$1,548,900) received from Shelby County Commission CIP funds is hereby appropriated and credited as follows:

Award:	11551
Project Title:	Southwest Twin Redevelopment
Project Number:	CD01104
Contract Construction:	\$1,548,900

Attachment A

Item #: 5

Moved by: SUGARMON

Prepared by: Rhonda O'Dell

Seconded by: _____

Reviewed by: Atty Felisa Cox

RESOLUTION AMENDING THE FISCAL YEAR (FY) 2024 CAPITAL IMPROVEMENT PROJECTS (CIP) BUDGET TO PROVIDE FUNDING TO THE CITY OF MEMPHIS IN AN AMOUNT NOT TO EXCEED \$1,548,900.00 AS SHELBY COUNTY GOVERNMENT'S PORTION TO ADDRESS THE IMMEDIATE NEEDS FOR THE SOUTHWEST TWIN DRIVE-IN REDEVELOPMENT COMMUNITY CENTER PROJECT. THIS ITEM REQUIRES AN EXPENDITURE OF UP TO \$1,548,900.00 FROM THE CARRY FORWARD CIP FUNDS. SPONSORED BY COMMISSIONER DR. EDMUND FORD, JR.

WHEREAS, Smart development in significant portions of Shelby County is limited by inadequate community resources, such as a police precinct, library, county health department and other essential governmental functions; and

WHEREAS, The City of Memphis now owns the property located at 4233 South Third Street, Memphis, Tennessee 38109, that is also known as the former Southwest Twin Drive-In for the purpose of utilizing the property to better the lives of the citizens within the surrounding area; and

WHEREAS, The community surrounding the former Southwest Twin Drive-In is actively addressing their needs with both the City of Memphis and Shelby County Commissioner Dr. Edmund Ford, Jr.; and

WHEREAS, The City of Memphis will utilize the funds for the following:

1. Maintenance and replacement of the perimeter fence
2. Architectural and Engineering
3. Pre-construction and due diligence work to include geotechnical, environmental and civil engineering
4. Pre-construction costs

Attachment A

WHEREAS, Shelby County will enter into a memorandum of agreement (MOA) with the City of Memphis in regards to their participation in conducting the above stated activities to help develop community resources and immediate needs for Westwood, West Junction/Walker Homes, Indian Hills, Graves Manor, Valley Forge, Boxtown, Levi, Coro Lake, Lakeview Gardens, Barton Heights and the Whitehaven Communities and all the surrounding areas to include reviewing the possibility of creating a Tax Increment Financing and/or Tourism Development Zone (TDZ) to encourage private investment into the community; and

WHEREAS, Carry forward CIP funding is available in Account No. 911-800273-7011 to fund this project.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SHELBY COUNTY, TENNESSEE, That the Shelby County Commission hereby amends the FY 2024 CIP Budget for the purposes expressed herein and authorizes and appropriates up to \$1,548,900.00 from Carry Forward CIP in Account No. 911-800273-7011.

BE IT FURTHER RESOLVED, That this body hereby approves funding to the City of Memphis, for up to \$1,548,900.00 for the Southwest Twin Drive-In Redevelopment Project and the City will utilize the funds for the following:

1. Maintenance and replacement of the perimeter fence
2. Architectural and Engineering
3. Pre-construction and due diligence work to include geotechnical, environmental and civil engineering
4. Pre-construction costs

BE IT FURTHER RESOLVED, That the County Mayor and Director of Administration and Finance be and are hereby authorized to issue their warrant or

Attachment AAtt

warrants to the extent of appropriations made in this Resolution and to take proper credit in their accounting therefor.

BE IT FURTHER RESOLVED, That Shelby County will enter into a memorandum of agreement (MOA) regarding the participation in conducting the above stated activities to help develop community resources and immediate needs for Westwood, West Junction/Walker Homes, Indian Hills, Graves Manor, Valley Forge, Boxtown, Levi, Coro Lake, Lakeview Gardens, Barton Heights and the Whitehaven Communities and all the surrounding areas to include reviewing the possibility of creating a Tax Increment Financing and/or Tourism Development Zone (TDZ) to encourage private investment into the community.

BE IT FURTHER RESOLVED, That Shelby County Commissioner Dr. Edmund Ford shall represent Shelby County for the purposes of reporting and providing timely updates to the Shelby County Commission Community Services Committee.

BE IT FURTHER RESOLVED, That this Resolution shall become effective in accordance with the Shelby County Charter, Article II, Section 2.06(B), the public welfare requiring same.

Attachment A



Lee Harris
County Mayor

Date: 8/14/2023

ATTEST:

Clerk of County Commission

ADOPTED: August 14, 2023



BOARD OF COUNTY COMMISSIONERS SHELBY COUNTY, TENNESSEE

AGENDA

Monday August 14, 2023

*Commissioner Mickell Lowery, Chairman
Commissioner Miska Clay Bibbs, Chairman Pro Tempore
Commissioner Shante K. Avant
Commissioner David C. Bradford, Jr.
Commissioner Henri E. Brooks
Commissioner Charlie Caswell, Jr.
Commissioner Edmund Ford, Jr.*

*Commissioner Amber Mills
Commissioner Brandon G. Morrison
Commissioner Erika Sugarmon
Commissioner Britney Thornton
Commissioner Michael Whaley
Commissioner Mick Wright*

The meeting will be held at 160 N. Main Street, First Floor, in Chambers as well as online using GoToWebinar

3:00 PM

COMMISSION CONVENES

8/21/2023 11:36 AM

OPENING OF THE COMMISSION

Deputy Sheriff Sneed

CALL TO ORDER

Chairman Mickell Lowery

INVOCATION

**Reverend Roger Brown
Greater White Stone MBC**

PLEDGE OF ALLEGIANCE

Commissioner Miska Clay Bibbs

ROLL CALL

Approval of Minutes of Previous Session

ADOPTED

1. July 17, 2023

Announcement for Appearance Cards for Public Speaking/Public Comment Pursuant to Rule # 14(b)

CONSENT AGENDA

Resolutions of Memorial, Sympathy and Commendation

**THORNTON
ADOPTED** 2. Resolution honoring and recognizing Ms. Irma Jean Tabor "Neighbors Helping Neighbors." Sponsored by Commissioner Britney Thornton.

**THORNTON
ADOPTED** 3. Resolution honoring and recognizing Eugene and Rubystine Jones' 60th Wedding Anniversary. Sponsored by Commissioner Britney Thornton.

Zoning and Subdivisions

Reports and/or Resolutions for Standing Committees

**BRADFORD
(REMOVED
TO REGULAR
AGENDA)
ADOPTED** 4. Resolution approving the purchase of property insurance for the FedEx Forum from Pete Mitchell & Associates, Inc., through Hartford Fire Insurance Company in the total amount of \$632,233.47 shared equally by Shelby County Government and the City of Memphis for a twelve-month period beginning September 1, 2023. This item requires the expenditure of FY 2024 General Funds in an amount not to exceed \$316,116.74. Sponsored by Commissioner Michael Whaley.

**SUGARMON
ADOPTED** 5. Resolution amending the Fiscal Year (FY) 2024 Capital Improvement Projects (CIP) Budget to provide funding to the City of Memphis in an amount not to exceed \$1,548,900.00 as Shelby County Government's portion to address the immediate needs for the Southwest Twin Drive-In Redevelopment Community Center Project. This item requires an expenditure of up to \$1,548,900.00 from the Carry

Forward CIP Funds. Sponsored by Commissioner Dr. Edmund Ford, Jr.

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| CLAY BIBBS
ADOPTED | 6. Resolution amending the FY 2024 Grant Fund Operating Budget in the amount of \$250,000.00 to accept and appropriate funds pursuant to a Grant Agreement with the Tennessee Department of Environment and Conservation (TDEC) for the period from July 1, 2023 through December 31, 2024, for the purpose of conducting a Waste Characterization Study. This item requires the appropriation and expenditure of FY 2024 State Grant Funds in the amount of \$250,000.00. Sponsored by Commissioner Miska Clay Bibbs. |
| MILLS
ADOPTED | 7. Resolution receiving and filing the Fourth Quarter Report of the Shelby Farms Park Conservancy for the year ending June 30, 2023. Sponsored by Commissioner Amber Mills. |
| BROOKS
ADOPTED | 8. Resolution approving the election of Notaries Public for appointment and/or reappointment for Shelby County, Tennessee. Sponsored by Commissioner Britney Thornton. |
| BROOKS
ADOPTED | 9. Resolution approving the election of Notaries Public for appointment and/or reappointment for Shelby County, Tennessee. Sponsored by Commissioner Britney Thornton. |
| BROOKS
ADOPTED | 10. Resolution amending the Fiscal Year 2024 ("FY 2024") Operating Budget in the amount of \$12,000.00 for the Shelby County Board of Commissioners' Postsecondary Internship Program for students who are matriculating to obtain an Associate, Undergraduate, or Graduate Degree. This item requires an expenditure of \$12,000.00 from the FY 2024 County Commission Contingency Fund. Sponsored by Commissioner Erika Sugarmon. |
| SUGARMON
ADOPTED | 11. Resolution requiring monthly reporting of fees and commissions be remitted to the Shelby County Trustee by the tenth of the month. Sponsored by Commissioner Michael Whaley and Commissioner Shante K. Avant. |

**SUGARMON
ADOPTED** 12. Resolution receiving and filing the Fourth Quarter Report of the Shelby County Trustee for the year ending June 30, 2023. Sponsored by Commissioner Michael Whaley.

**BRADFORD
(REMOVED
TO REGULAR
AGENDA)
ADOPTED** 13. Resolution approving a two-year lease agreement between Corsair Boulevard, LLC and Shelby County Government on behalf of the Shelby County Fire Department for 5,133 square feet of office space located at 7740B Trinity Road, Suite 117, Cordova, Tennessee, 38018, for the term beginning July 1, 2023 through June 30, 2025, with an option to renew on a month to month basis for up to an additional three (3) months, in an amount not to exceed \$92,034.00 for FY 2024, with a total contract amount not to exceed \$184,068.00. This item requires the expenditure of FY 2024 Enterprise Funds in the amount of \$92,034.00. Sponsored by Commissioner Mick Wright.

**BRADFORD
ADOPTED** Approval of the Consent Agenda

REGULAR AGENDA

Elections, Appointments, and Confirmations

**BRADFORD
ADOPTED
(AS
AMENDED)** 14. Resolution electing Commissioner MISKA CLAY BIBBS as Chair of the Board of County Commissioners of Shelby County, Tennessee, for a term of one year, pursuant to Article II, Section 2.08 of the Shelby County Charter. Sponsored by Chairman Mickell Lowery.

**BRADFORD
ADOPTED
(AS
AMENDED)** 15. Resolution electing Commissioner CHARLIE CASWELL, JR. as Chair Pro Tempore of the Board of County Commissioners of Shelby County, Tennessee, for a term of one year, pursuant to Article II, Section 2.08 of the Shelby County Charter. Sponsored by Chairman Mickell Lowery.

Ordinances

**FORD
(REFERRED
BACK TO
COMMITTEE
08/23/2023)**

16. **ORDINANCE -- FIRST READING** -- Ordinance to amend the Shelby County Code of Ordinances by amending Chapter 34-Public Safety, Article 1, to request that the Shelby County Sheriff's Office disbands and discontinues future use of all Sheriff's Office specialized units and task forces and ends participation in multi-jurisdictional and multi-agency task forces. Sponsored by Commissioner Britney Thornton.

**THORNTON
(REFERRED
BACK TO
COMMITTEE
08/23/2023)**

17. **ORDINANCE -- FIRST READING** -- Ordinance to amend the Shelby County Code of Ordinances by amending Chapter 34-Public Safety, Article 1, requesting the Shelby County Sheriff to: 1) ban biased traffic stops and the use of pretextual traffic stops for low-level violations; 2) limit searches, questioning, and the use of unmarked vehicles; and 3) bar surveillance as an alternative to pretextual traffic stops. Sponsored by Commissioner Britney Thornton.

**FORD
(REFERRED
BACK TO
COMMITTEE
08/23/2023)**

18. **ORDINANCE -- FIRST READING** -- Ordinance to amend the Shelby County Code of Ordinances by amending Chapter 34-Public Safety, Article 1, to request that the Shelby County Sheriff's Office compiles data related to traffic stops, arrests, use of force, and citizens' complaints against law enforcement officers in a certain manner. Sponsored by Commissioner Michael Whaley, Commissioner Britney Thornton and Commissioner Erika Sugarmon.

Zoning and Subdivisions

**BRADFORD
FAILED
(AS
AMENDED)**

19. Resolution pursuant to Chapter 9.6 of the Unified Development Code of the County of Shelby, and the City of Memphis, Tennessee, granting a Planned Development for land located 12635 US Highway 64, known as Case Number PD 2023-08 CO. Sponsored by Commissioner Miska Clay Bibbs.

Reports and/or Resolutions for Standing Committees

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| BRADFORD
(REFERRED
BACK TO
COMMITTEE)
AMENDED | 20. | Resolution allocating \$300,000.00 to Autism Advocates to provide support for autistic children in Shelby County. This item requires an allocation of \$300,000.00 from the American Rescue Plan Act (ARPA) Special Fund. Sponsored by Commissioner Erika Sugarmon. |
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| BRADFORD
ADOPTED | 21. | Resolution of the Shelby County Commission raising the income limit of the Senior Tax Freeze Program to \$60,000.00 for qualified Shelby County Citizens. Sponsored by Chairman Mickell Lowery, Commissioner Miska Clay Bibbs, Commissioner Erika Sugarmon, Commissioner Britney Thornton, Commissioner Amber Mills, Commissioner Henri E. Brooks, Commissioner Shante K. Avant, Commissioner Michael Whaley, Commissioner Mick Wright, Commissioner Charlie Caswell, Commissioner David C. Bradford, Jr., and Commissioner Dr. Edmund Ford, Jr. |
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| THORNTON
(SUBSTITUTE
RESOLUTION)
ADOPTED | 22. | Resolution to approve a contract with the CMI Group to provide Professional Call Center Services to Streamline Communications and appointments for patients utilizing the services of the Shelby County Health Department for an amount not to exceed \$404,745.00 for the period beginning upon execution through June 30, 2024, with an option to renew for two (2) additional one year renewals. This item requires the appropriation and expenditure of FY 2024 General Funds in an amount not to exceed \$404,745.00. Sponsored by Commissioner Charlie Caswell. |
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| BRADFORD
FAILED | 23. | Resolution approving the sale of FOURTEEN Delinquent Tax Parcels in District 10, acquired by Shelby County from various Shelby County Tax Sales to identified purchasers at various prices collectively totaling \$95,800.00, pursuant to Tennessee Code Annotated, Section 67-5-2507, and authorizing the Shelby County Mayor to execute Quit Claim Deeds. Sponsored by Commissioner Amber Mills. |

**BRADFORD
ADOPTED**

- 24. Resolution approving the sale of SEVENTY-FIVE Delinquent Tax Parcels acquired by Shelby County from various Shelby County Tax Sales to identified purchasers at various prices collectively totaling \$665,645.00, pursuant to Tennessee Code Annotated, Section 67-5-2507, and authorizing the Shelby County Mayor to execute Quit Claim Deeds. Sponsored by Commissioner Amber Mills.**

**BRADFORD
REFERRED
BACK TO
COMMITTEE
08/23/2023
(AS
AMENDED)**

- 24A. Resolution requesting the County Commission Chairman to create a Shelby County Commission Opioid Abatement Ad Hoc Committee to study Trauma Informed-Responsive Services and amending the Fiscal Year 2024 operating Budget to allocate \$1,600,000.00 of Opioid Settlement Funds to the FY 2024 County Commission Contingency Fund and appropriate the funds subject to terms of this Resolution. This item requires an allocation of up to \$4,800,000.00 of Opioid Settlement Funds over a three-year period. Sponsored by Commissioner Charlie A. Caswell, Jr.**

Announcements/Statements

Adjournment

- 25. Adjournment to Monday, August 28, 2023; at 3:00 p.m.**

40983

**MEMORANDUM OF AGREEMENT
BETWEEN SHELBY COUNTY GOVERNMENT ("COUNTY")
AND THE CITY OF MEMPHIS**

THIS Memorandum of Agreement ("**MOA**") is entered into as of the date of execution, by and between Shelby County Government ("**COUNTY**") and the City of Memphis ("**CITY**"), collectively, (the "**Parties**").

RECITALS:

WHEREAS, COUNTY desires to provide CITY with COUNTY Capital Improvement Project (CIP) funding in an amount not to exceed **One Million Five Hundred Forty-Eight Thousand Nine Hundred Dollars 00/CENTS (\$1,548,900.00)** as COUNTY's portion to address the immediate needs for the Southwest Twin Drive-In Redevelopment Community Center located at 4233 South Third Street, Memphis, Tennessee 38109; and

WHEREAS, the Parties wish to document their agreement based on the terms more fully detailed in COUNTY Resolution dated August 14, 2023, attached hereto as Exhibit "A".

NOW THEREFORE, the parties to this MOA for consideration set forth below do hereby agree and bind themselves to the following terms and conditions:

1. PROJECT DESCRIPTION

CITY will utilize the funds for the following (more fully detailed in Exhibit "A"):

1. Maintenance and replacement of the perimeter fence
2. Architectural and Engineering
3. Pre-construction and due diligence work to include geotechnical and environmental and civil engineering
4. Pre-construction costs

2. TERM

The MOA shall commence upon execution of all parties and shall expire three (3) years from execution by all Parties.

3. AMENDMENTS

This MOA may be modified or amended only if the amendment is made in writing and signed by both parties.

Attachment B

4. TERMINATION

Either Party may terminate this MOA in whole upon giving thirty (30) days' notice to the other party.

5. GOVERNING LAW

This MOA will be interpreted in accordance with the laws of the State of Tennessee. By execution of this MOA, the parties agree that all actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this MOA will be instituted and litigated in the courts of the State of Tennessee located in Shelby COUNTY, Tennessee and in no other. In accordance herewith, the Parties to this MOA submit to the jurisdiction of the courts of the State of Tennessee located in Shelby County, Tennessee.

6. NOTICES

All notices to be given hereunder shall be in writing and shall be delivered via certified U.S. Mail, return receipt requested, postage prepaid to the following:

COUNTY: Shelby County Board of Commissioners
160 N. Main, 6th Floor
Memphis, TN 38103
Attn: Acting CAO

CITY: City of Memphis
170 N. Main Street, 3rd Floor
Memphis, TN 38103
Attn: Ashley Cash, Director,
Housing & Community Development

Chief Legal Officer/City Attorney
125 N. Main Street, Room 336
Memphis, TN 38103

7. ENTIRE AGREEMENT

This MOA contains the entire agreement of the parties and there are no other promises or conditions in any other Contract whether oral or written. This MOA supersedes any prior written or oral contracts between the parties.

Attachment B

8. SEVERABILITY

If any provision of this MOA is held to be unlawful, invalid, or unenforceable under any present or future laws, such provision shall be fully severable; and this MOA shall then be construed and enforced as if such unlawful, invalid, or unenforceable provision had not been a part hereof. The remaining provisions of this MOA shall remain in full force and effect and shall not be affected by such unlawful, invalid, or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such unlawful, invalid, or unenforceable provision, there shall be added automatically as a part of this MOA a legal, valid, and enforceable provision as similar in terms to such unlawful, invalid, or unenforceable provision as possible.

9. LIABILITY OF PARTIES

Each Party shall be responsible for the acts or omissions of its respective employees or representatives and in accordance with the laws of the State of Tennessee. Neither Party shall be responsible for personal injury or property damage or loss except that resulting from its own negligence or the negligence of its employees or others for whom the Party is legally responsible.

10. RELATIONSHIP OF THE PARTIES

The Parties hereto acknowledge that CITY, its employees, agents, and representatives are not employees, agents, officers, or representatives of COUNTY. Nothing herein shall be deemed to constitute a partnership, joint venture, or agency between CITY and COUNTY.

11. JUDGMENTS

COUNTY has no obligation to provide legal counsel or defense to CITY or its subcontractors in the event that a suit, claim, or action of any character is brought by any person not a party to this MOA against CITY as a result of or relating to funding provided under this MOA, and COUNTY has no obligation for the payment of any judgment or the settlement of any claims against CITY as a result of or relating to funding provided under this MOA.

12. NO WAIVER

The failure of COUNTY to enforce any provision or exercise a right under this MOA shall not be considered a waiver. The waiver of provision shall be effective only if it is made in writing by COUNTY and shall be effective only as to the specific instance or purpose as stated therein.

13. FORCE MAJEURE;

CITY and COUNTY shall not be deemed to be in breach of default hereunder for any delay, interruption, or cessation in the performance of its obligations under this Agreement where such failure or performance is the result of causes beyond the CITY'S control, including but not limited to acts of God, natural disasters, riots, wars, pandemics, or any other act or circumstances beyond the reasonable control of CITY.

14. GENERAL COMPLIANCE WITH LAWS

- a. If required, the Shelby County Schools certifies that it is qualified or will take steps necessary to qualify to do business in the State of Tennessee and that it will take such action as, from time to time, may be necessary to remain so qualified and it shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this MOA.
- b. The Parties are assumed to be familiar with and agree that at all times they will observe and comply with all federal, state, and local laws, ordinances, and regulations in any manner affecting the conduct of the work. The preceding shall include, but is not limited to, compliance with all Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety and Health Administration (OSHA) requirements, and the Americans with Disabilities Act (ADA).

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Attachment B

IN WITNESS WHEREOF, the parties below acknowledge their agreement to this MOA for purposes setforth herein.

SHELBY COUNTY

Lee Harris, Mayor

Date

APPROVED BY:

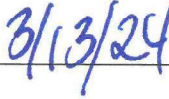
Contracts Administration/
Assistant County Attorney

CITY OF MEMPHIS


By: _____


Paul A. Young, Mayor

Date _____



By: _____

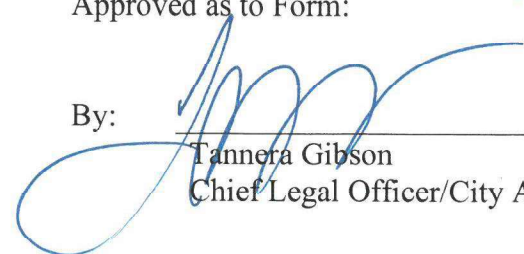

Ashley Cash, Director
Division Housing & Community Development

Date: _____



Approved as to Form:

By: _____


Tannera Gibson
Chief Legal Officer/City Attorney



Attest:

By: _____


Comptroller



Memphis City Council Summary Sheet

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

A resolution approving proposed Consolidated Plan PY25/FY26 Annual Action Plan and appropriating federal entitlement funds to the PY25/FY26 Housing and Community Development budget.

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

Division of Housing & Community Development

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

Not applicable

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

Various council districts or super districts may be impacted.

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

New contracts and contract amendments will be required.

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

This will require an expenditure of funds.

G111



A resolution approving proposed Consolidated Plan PY25/FY26 Annual Action Plan and appropriating federal entitlement funds to the PY25/FY26 Housing and Community Development budget.

WHEREAS, the purpose of the City of Memphis' Annual Action Plan for Housing and Community Development is to foster the development of viable urban neighborhoods which include decent housing for everyone, a suitable living environment, and expanded economic opportunities, especially for low and moderate-income citizens; and

WHEREAS, specific projects and activities within the PY25/FY26 Annual Action Plan address the needs of low-and moderate-income persons through goals, objectives, priorities, and strategies for housing, community and public services, assistance for the homeless and special needs populations, neighborhood, economic and community development; and

WHEREAS, projects and activities proposed to be implemented in the PY25/FY26 Annual Action Plan will draw upon and augment the resources of the public, private, and nonprofit sectors to meet low and moderate income needs in the community; and

WHEREAS, the plan contains a description of anticipated federal, state, and local housing resources for PY25/FY26, including Community Development Block Grant (CDBG) funds received under Title I of the Housing and Community Development Act of 1974, HOME funds received under Title II of the National Affordable Housing Act of 1990, Emergency Solutions Grant (ESG) funds authorized under the HEARTH Act of 2009, and Housing Opportunities for Person with AIDS (HOPWA) funds, as shown in the following tables:

FY2026 Allocated Funds to be received from HUD

Program Name	Allocated Funds	Percent of Total
CDBG Program	\$6,037,192	41%
Brass Pro- PI	\$750,000	5%
HOME Program	\$3,282,237	23%
HOME Program Income	\$361,041	2%
Emergency Solutions Grant Program (ESG)	\$538,182	4%
HOPWA	\$3,602,250	25%
Total	\$14,570,902	100%

WHEREAS, in PY25/FY26, the expected program income for the Community Development Block Grant (CDBG) will not exceed \$1.3M; and

WHEREAS, the plan identifies and describes the following priority areas of projects and activities to be implemented in PY25/FY26 by the federal entitlement funds received from the U.S Department of Housing and Urban Development (HUD):

G111

FY2026 Priority Areas

Program Name	Allocated Funds	Percent of Total
Housing	\$4,403,564	30%
Homeless	\$802,818	5%
Special Needs	\$3,894,761	27%
Neighborhood, Economic & Community Development	\$3,585,450	25%
General Administration & Planning	\$1,884,309	13%
Total	\$14,570,902	100%

WHEREAS, the PY25/FY26 Annual Action Plan includes and was developed within a framework of a citizen participation plan, requiring consultation with citizens and other social service and housing agencies; and

WHEREAS, the PY25/FY26 Annual Action Plan was available for a 30-day public review and comment period from June 17, 2025, and ended July 16, 2025; and

WHEREAS, the CDBG entitlement, estimated program income, the HOME, ESG, and HOPWA entitlement grants must be appropriated in the FY 2026 Operating Budget for HCD.

NOW, THEREFORE, BE IT RESOLVED that the Council and the City of Memphis hereby adopts and approves the proposed PY25/FY26 Annual Action Plan.

BE IT FURTHER RESOLVED that the amount of \$14,570,902 is hereby accepted and appropriated from federal resources for FY2026, including Community Development Block Grant (CDBG) funds, Projected Program Income from CDBG and HOME, HOME Program funds, Emergency Solutions Grant (ESG) funds, and Housing Opportunities for Person with AIDS (HOPWA) chargeable to the FY2026 Operating Budget and credited as follows:

Program Name	Allocated Funds	Percent of Total
CDBG Program	\$6,037,192	41%
Brass Pro- PI	\$750,000	5%
HOME Program	\$3,282,237	23%
HOME Program Income	\$361,041	2%
Emergency Solutions Grant Program (ESG)	\$538,182	4%
HOPWA	\$3,602,250	25%
Total	\$14,570,902	100%



City Council Item Routing Sheet

Division: HCD **Committee:** HCD **Hearing Date:** 8/19/25
District: 4 **Super District:** 8
Item Type: Resolution **Request for Same Night Minutes** Yes

Caption:
 RESOLUTION APPROPRIATING BOND PROCEEDS AND ACCRUED INTEREST IN THE AMOUNT OF ONE MILLION FOUR HUNDRED TWELVE THOUSAND EIGHT HUNDRED THIRTY-SIX DOLLARS AND SIXTY-NINE CENTS (\$1,412,836.69) FOR ADDITIONAL PROJECT COSTS IN CONNECTION WITH THE FAIRGROUNDS TOURISM DEVELOPMENT ZONE (TDZ), AWARD 11559, PROJECT CD18300.

Recommended Council Action:
 Approval

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

<p>Does this item/grant acceptance require a matching operating or CIP budget funds?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Operating/CIP Match: \$ <u>n/a</u></p> <p>Funding Source: <u>GO Bonds</u></p> <p>Revenue to be Received: \$ <u>1,412,836.69</u></p>	<p>Source and Amount of Funds</p> <p>Operating Budget: \$ _____</p> <p>CIP Budget: \$ <u>1,412,836.69</u></p> <p>CIP Project # <u>CD18300</u></p>
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<p>_____ Director</p> <p>Signed by: <u>Jasmine Joyner</u> Date: <u>8/1/2025</u></p> <p>Budget Manager</p> <p>Signed by: <u>Tanika Jennings</u> Date: <u>8/5/2025</u></p> <p>Chief Financial Officer</p>	<p>DocuSigned by: <u>Cheryl M. Hearn</u> Date: <u>8/5/2025</u></p> <p>Legal Review</p> <p>DocuSigned by: <u>Tannera Gibson</u> Date: <u>8/6/2025</u></p> <p>Chief Legal Officer</p> <p>DocuSigned by: <u>Antonio Adams</u> Date: <u>8/6/2025</u></p> <p>Chief Administrative Officer</p> <p>DocuSigned by: <u>Susan Steffens</u> Date: <u>8/7/2025</u></p> <p>Received by Intergovernmental</p>
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P016



Memphis City Council Summary Sheet

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

RESOLUTION APPROPRIATING BOND PROCEEDS AND ACCRUED INTEREST IN THE AMOUNT OF ONE MILLION FOUR HUNDRED TWELVE THOUSAND EIGHT HUNDRED THIRTY-SIX DOLLARS AND SIXTY-NINE CENTS (\$1,412,836.69) FOR ADDITIONAL PROJECT COSTS IN CONNECTION WITH THE FAIRGROUNDS TOURISM DEVELOPMENT ZONE (TDZ), AWARD 11559, PROJECT CD18300.

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

Division of Housing & Community Development

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

Not applicable

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

District 4
Super District 8

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

Not applicable

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

This will require an expenditure of funds.



RESOLUTION APPROPRIATING BOND PROCEEDS AND ACCRUED INTEREST IN THE AMOUNT OF ONE MILLION FOUR HUNDRED TWELVE THOUSAND EIGHT HUNDRED THIRTY-SIX DOLLARS AND SIXTY-NINE CENTS (\$1,412,836.69) FOR ADDITIONAL PROJECT COSTS IN CONNECTION WITH THE FAIRGROUNDS TOURISM DEVELOPMENT ZONE (TDZ), AWARD 11559, PROJECT CD18300.

WHEREAS, the City of Memphis completed the construction of the Sports and Events Complex as a major component of the Fairgrounds redevelopment initiative in 2022, a project aimed at advancing Memphis’ participation in the \$15 billion annual youth and amateur sports tourism market; and

WHEREAS, to build upon the success of this investment, the City seeks to move forward with continued improvements to the Fairgrounds campus and the surrounding district, including a mixed-use private development featuring hospitality, retail, and entertainment uses, all designed to create a unique and vibrant destination for both residents and visitors (“The District at Liberty Park”); and

WHEREAS, funding is now required to support the ongoing development (Liberty Park Phase II), including campus-wide infrastructure improvements, enhancements to public spaces, and the completion of critical supporting facilities that will sustain long-term success of the complex and surrounding areas; and

WHEREAS, such infrastructure improvements include, but are not limited to, improvements to public rights-of-way within and around the Liberty Park campus, upgraded landscaping, grading, utility enhancements, and site access improvements, all of which are essential to ensuring the safety, accessibility, and appeal of the campus for current and future users; and

WHEREAS, proceeds from previously issued TDZ bonds, along with accrued interest, are available and eligible for appropriation in support of these continued improvements, as defined by the Tourism Development Zone statutes and in accordance with the approved TDZ application; and

WHEREAS, to continue advancing implementation of capital improvements and infrastructure investments within the TDZ boundaries, the City of Memphis, through its Division of Housing & Community Development, recommends the appropriation of ONE MILLION FOUR HUNDRED TWELVE THOUSAND EIGHT HUNDRED THIRTY-SIX DOLLARS AND SIXTY-NINE CENTS (\$1,412,836.69) from TDZ bond proceeds and accrued interest for eligible project-related expenses.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Memphis as follows:

The Administration of the City of Memphis is hereby authorized to appropriate TDZ bond proceeds and accrued interest in the amount of ONE MILLION FOUR HUNDRED TWELVE THOUSAND EIGHT HUNDRED THIRTY-SIX DOLLARS AND SIXTY-NINE CENTS (\$1,412,836.69) to fund eligible costs associated with design, engineering, infrastructure, and other professional services related to the TDZ Project.

P016

All expenditures from these funds shall be limited to TDZ-eligible project costs in accordance with the Tourism Development Zone statutes, the approved TDZ application, and the terms of the Trust Indenture governing the TDZ bonds.

The appropriation and allocation of said funds shall be made as follows:

Expenditure Type	Amount
Architecture & Engineering	\$662,836.69
Other Cost	\$750,000.00
TOTAL	\$1,412,836.69

CITY OF MEMPHIS
CAPITAL IMPROVEMENT BUDGET
REQUEST FOR COUNCIL APPROPRIATION

DIVISION:

Housing and Community Development

PROJECT:

CD18300

INITIATED BY:

Deborah Chism

DATE:

7/15/2025

TITLE:

Senior Accountant

Finance Office Only		
Fund	Fiscal Month	Trans. No.
400	Aug-25	P016

REVENUE

AwardResource			CIP Project	AMOUNT	
				Revenue	
	11559	TDZ	CD18300	\$ 1,412,836.69	

TOTAL

\$ 1,412,836.69

EXPENDITURE

AwardResource			CIP Project	AMOUNT	
					Expenditure
	11559	Planning: Architecture & Engineering	CD18300		662,836.69
	11559	Construction: Other Cost	CD18300		750,000.00

TOTAL

\$ 1,412,836.69

COMMENTS:

To Appropriate the sum of \$1,412,836.69 funded by TDZ funds chargeable to the FY2026 Capital Improvement Program (CIP) Budget

APPROVED:

Signed by:

Jasmine Joyner

A4866D296CA94FD...

Budget Manager

DATE

8/1/2025

APPROVED:

Signed by:

Tanika Jennings

84140BA2D3FF48C...

Chief Financial Officer

DATE

8/5/2025

APPROVED:

Starr Nichols

07.23.2025

Division Director

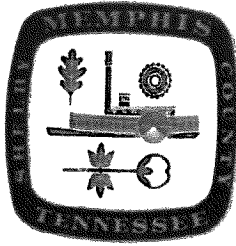
DATE

APPROVED:

Finance Only

EFFECTIVE DATE

/ /



Memphis City Council Summary Sheet

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

Resolution authorizing the execution, delivery, and performance of a capital lease in an amount not to exceed \$5,100,000 relating to the acquisition of various solid waste vehicles and equipment and to approve certain other matters relating thereto for the lease.

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

Solid Waste Division

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

N/A

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

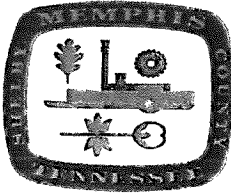
All council districts and super districts will benefit.

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

This project amends the existing schedule to a master lease agreement.

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

Yes, this project requires an amendment to the FY26 Budget.



RESOLUTION AUTHORIZING THE EXECUTION, DELIVERY AND PERFORMANCE OF A FINANCING LEASE IN AN AMOUNT NOT EXCEEDING \$5,100,000, RELATING TO THE ACQUISITION OF VARIOUS SOLID WASTE VEHICLES AND EQUIPMENT AND TO APPROVE CERTAIN OTHER MATTERS RELATING THERETO

WHEREAS, the City's Solid Waste Division has need of High Compaction Rear Loaders, Dump Body Trucks, Lightning Loaders, Outside Rail Roll-Offs and other fleet and service vehicles and maintenance equipment (collectively, the "Solid Waste Equipment"); and

WHEREAS, the City has selected JPMorgan Chase Bank, N.A. to serve as financing agent for the City's proposed acquisition of the Solid Waste Equipment; and

WHEREAS, on November 7, 2013, the City entered a Master Equipment Lease with JPMorgan Chase Bank, N.A. (the "Master Equipment Lease") relating to the acquisition of parking meters; and

WHEREAS, the proposed lease of the Solid Waste Equipment (the "Lease Documents") will be added as a schedule to the Master Equipment Lease; and

WHEREAS, the Master Equipment Lease is subject to termination for non-appropriation, without cause, in any year; and

WHEREAS, in accordance with the requirements of T.C.A. §§ 9-24-104 et seq., the Master Equipment Lease and the Lease Documents have been reviewed and approved by the designee of the Tennessee Comptroller of the Treasury, and such approval is attached to this resolution as Exhibit B; and

WHEREAS, Council approval is required prior to the Mayor's execution of the Lease Documents.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis as follows:

Section 1. Authorization of Lease Documents. The Mayor or his designee, along with other authorized officers are hereby empowered and directed to execute, acknowledge and deliver the Lease Documents in substantially the forms as presented in Exhibit A, with such changes, insertions or omissions as may be deemed reasonably necessary by the persons executing the same, upon advice of counsel, to accomplish the purposes of the transaction contemplated therein and in this resolution and shall not be inconsistent with or contrary to such purposes.

Execution of the Lease Documents shall constitute conclusive evidence that such documents—and any revisions thereto—have been approved by the individuals executing them.

Section 2. Information Reporting. The Chief Financial Officer of the City (the "CFO") or his designee is hereby authorized to sign and file or cause to be filed a completed I.R.S. Form 8038-G, "Information Return for Tax-Exempt Governmental Obligations," as required by Section 149(e) of the Internal Revenue Code of 1986, as amended (the "Code").

Section 3. Non-Arbitrage Certificate. The CFO is hereby authorized to execute a non-arbitrage certificate to comply with Section 148 of the Code, and the applicable income tax regulations thereunder.

Section 4. Budget Amendment. The CFO is hereby authorized to amend the budget of the Solid Waste Division to account for any changes made in compliance with the Lease Documents.

Section 5. No Personal Liability. No stipulation, obligation or agreement herein contained or contained in the Lease Documents shall be deemed to be a stipulation, obligation or agreement of any officer, agent or employee of the City in their individual capacity, and such persons shall be deemed to act solely in their official capacities.

Section 6. General Authority. From and after the execution and delivery of the documents hereinabove authorized and consented to, the Mayor of the City, his designee, and the proper officers, agents and employees of the City are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of said documents as executed and are further authorized to take any and all further actions and execute and deliver any and all other documents and certificates as may be necessary or desirable in connection with the execution and delivery of the Lease Documents and to document compliance with the Code.

Section 7. Actions Ratified, Approved and Confirmed. All acts and doings of the officers of the City which are in conformity with the purposes and intents of this Resolution and the execution, delivery and performance of the Lease Documents shall be, and the same hereby are, in all respects ratified, approved and confirmed.

Section 8. Severability of Invalid Provisions. If any one or more of the agreements or provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining agreements and provisions and shall in no way affect the validity of any of the other agreements and provisions hereof.

Section 9. Repealing Clause. All resolutions or parts thereof of the City in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

EXHIBIT A
FORM OF LEASE DOCUMENTS



MASTER LEASE-PURCHASE AGREEMENT

Dated As of: 11/07/2013

Lessee: CITY OF MEMPHIS GENERAL CITY GOVT

This Master Lease-Purchase Agreement together with all addenda, riders and attachments hereto, as the same may from time to time be amended, modified or supplemented ("Master Lease") is made and entered by and between JPMORGAN CHASE BANK, N.A. ("Lessor") and the lessee identified above ("Lessee").

1. LEASE OF EQUIPMENT. Subject to the terms and conditions of this Master Lease, Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor, all Equipment described in each Schedule signed from time to time by Lessee and Lessor.

2. CERTAIN DEFINITIONS. All terms defined in the Lease are equally applicable to both the singular and plural form of such terms. (a) "Schedule" means each Lease Schedule signed and delivered by Lessee and Lessor, together with all addenda, riders, attachments, certificates and exhibits thereto, as the same may from time to time be amended, modified or supplemented. Lessee and Lessor agree that each Schedule (except as expressly provided in said Schedule) incorporates by reference all of the terms and conditions of the Master Lease. (b) "Lease" means any one Schedule and this Master Lease as incorporated into said Schedule. (c) "Equipment" means the property described in each Schedule, together with all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto. (d) "Lien" means any security interest, lien, mortgage, pledge, encumbrance, judgment, execution, attachment, warrant, writ, levy, other judicial process or claim of any nature whatsoever by or of any person.

3. LEASE TERM. The term of the lease of the Equipment described in each Lease ("Lease Term") commences on the first date any of such Equipment is accepted by Lessee pursuant to Section 5 hereof or on the date specified in the Schedule for such Lease and, unless earlier terminated as expressly provided in the Lease, continues until Lessee's payment and performance in full of all of Lessee's obligations under the Lease.

4. RENT PAYMENTS.

4.1 For each Lease, Lessee agrees to pay to Lessor the rent payments in the amounts and at the times as set forth in the Payment Schedule attached to the Schedule ("Rent Payments"). A portion of each Rent Payment is paid as and represents the payment of interest as set forth in the Payment Schedule. Lessee acknowledges that its obligation to pay Rent Payments including interest therein accrues as of the Accrual Date stated in the Schedule or its Payment Schedule; provided, that no Rent Payment is due until Lessee accepts the Equipment under the Lease or the parties execute an escrow agreement. Rent Payments will be payable for the Lease Term in U.S. dollars, without notice or demand at the office of Lessor (or such other place as Lessor may designate from time to time in writing).

4.2 If Lessor receives any payment from Lessee later than ten (10) days from the due date, Lessee shall pay Lessor on demand as a late charge five per cent (5%) of such overdue amount, limited, however, to the maximum amount allowed by law.

4.3 EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 6, THE OBLIGATION TO PAY RENT PAYMENTS UNDER EACH LEASE SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS AND SHALL NOT BE SUBJECT TO ANY SETOFF, DEFENSE, COUNTERCLAIM, ABATEMENT OR RECOUPMENT FOR ANY REASON WHATSOEVER.

5. DELIVERY; ACCEPTANCE; FUNDING CONDITIONS.

5.1 Lessee shall arrange for the transportation, delivery and installation of all Equipment to the location specified in the Schedule ("Location") by Equipment suppliers ("Suppliers") selected by Lessee. Lessee shall pay all costs related thereto.

5.2 Lessee shall accept Equipment as soon as it has been delivered and is operational. Lessee shall evidence its acceptance of any Equipment by signing and delivering to Lessor the applicable Schedule. If Lessee signs and delivers a Schedule and if all Funding Conditions have been satisfied in full, then Lessor will pay or cause to be paid the costs of such Equipment as stated in the Schedule ("Purchase Price") to the applicable Supplier.

5.3 Lessor shall have no obligation to pay any Purchase Price unless all reasonable conditions established by Lessor ("Funding Conditions") have been satisfied, including, without limitation, the following: (a) Lessee has signed and delivered the Schedule and its Payment Schedule; (b) no Event of Default shall have occurred and be continuing; (c) no material adverse change shall have occurred in the Internal Revenue Code of 1986, as amended, and the related regulations and rulings thereunder (collectively, the "Code"); (d) no material adverse change shall have occurred in the financial condition of Lessee or any Supplier; (e) the Equipment is reasonably satisfactory to Lessor and is free and clear of any Liens (except Lessor's Liens); (f) all representations of Lessee in the Lease remain true, accurate and complete; and (g) Lessor has received all of the following documents, which shall be reasonably satisfactory, in form and substance, to Lessor: (1) evidence of insurance coverage required by the Lease; (2) an opinion of Lessee's counsel; (3) reasonably detailed invoices for the Equipment; (4) Uniform Commercial Code (UCC) financing statements; (5) copies of resolutions by Lessee's governing body authorizing the Lease and incumbency certificates for the person(s) who will sign the Lease; (6) such documents and certificates relating to the tax-exempt interest payable under the Lease (including, without limitation, IRS Form 8038G or 8038GC) as Lessor may request; and (7) such other documents and information previously identified by Lessor or otherwise reasonably requested by Lessor.

6. TERMINATION FOR GOVERNMENTAL NON-APPROPRIATIONS.

6.1 For each Lease, Lessee represents and warrants: that it has appropriated and budgeted the necessary funds to make all Rent Payments required pursuant to such Lease for the remainder of the fiscal year in which the Lease Term commences; and that it currently intends to make Rent Payments for the full Lease Term as scheduled in the applicable Payment Schedule if funds are appropriated for the Rent Payments in each succeeding fiscal year by its governing body. Without contractually committing itself to do so, Lessee reasonably believes that moneys in an amount sufficient to make all Rent Payments can and will lawfully be appropriated therefor. Lessee directs the person in charge of its budget requests to include the Rent Payments payable during each fiscal year in the budget request presented to Lessee's governing body for such fiscal year; provided, that Lessee's governing body retains authority to approve or reject any such budget request. All Rent Payments shall be payable out of the general funds of Lessee or out of other funds legally appropriated therefor. Lessor agrees that no Lease will be a general obligation of Lessee and no Lease shall constitute a pledge of either the full faith and credit of Lessee or the taxing power of Lessee.

6.2 If Lessee's governing body fails to appropriate sufficient funds in any fiscal year for Rent Payments or other payments due under a Lease and if other funds are not legally appropriated for such payments, then a "Non-Appropriation Event" shall be deemed to have occurred. If a Non-Appropriation Event occurs, then: (a) Lessee shall give Lessor immediate notice of such Non-Appropriation Event and provide written evidence of such failure by Lessee's governing body; (b) on the Return Date, Lessee shall return to Lessor all, but not less than all, of the Equipment covered by the affected Lease, at Lessee's sole expense, in accordance with Section 21 hereof; and (c) the affected Lease shall terminate on the Return Date without penalty to Lessee, provided, that Lessee shall pay all Rent Payments and other amounts payable under the affected Lease for which funds have been appropriated, provided further, that Lessee shall pay month-to-month rent at the rate set forth in the affected Lease for each month or part thereof that Lessee fails to return the Equipment under this Section 6.2. "Return Date" means the last day of the fiscal year for which appropriations were made for the Rent Payments due under a Lease.

7. LIMITATION ON WARRANTIES. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, AS TO THE MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY OF THE EQUIPMENT OR AS TO THE VALUE, DESIGN, CONDITION, USE, CAPACITY OR DURABILITY OF ANY OF THE EQUIPMENT. For and during the Lease Term, Lessor hereby assigns to Lessee any manufacturer's or Supplier's product warranties, express or implied, applicable to any Equipment and Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties at Lessee's sole expense. Lessee agrees that (a) all Equipment will have been purchased by Lessor in accordance with Lessee's specifications from Suppliers selected by Lessee, (b) Lessor is not a manufacturer or dealer of any Equipment and has no liability for the delivery or installation of any Equipment, (c) Lessor assumes no obligation with respect to any manufacturer's or Supplier's product warranties or guaranties, (d) no manufacturer or Supplier or any representative of said parties is an agent of Lessor, and (e) any warranty, representation, guaranty or agreement made by any manufacturer or Supplier or any representative of said parties shall not be binding upon Lessor.

8. TITLE; SECURITY INTEREST.

8.1 Upon Lessee's acceptance of any Equipment under a Lease, title to the Equipment shall vest in Lessee, subject to Lessor's security interest therein and all of Lessor's other rights under such Lease including, without limitation, Sections 6, 20 and 21 hereof.

8.2 As collateral security for the Secured Obligations, Lessee hereby grants to Lessor a first priority security interest in any and all of the Equipment (now existing or hereafter acquired) and any and all proceeds thereof. Lessee agrees to execute and deliver to Lessor all necessary documents to evidence and perfect such security interest, including, without limitation, UCC financing statements and any amendments thereto.

8.3 "Secured Obligations" means Lessee's obligations to pay all Rent Payments and all other amounts due and payable under all present and future Leases and to perform and observe all covenants, agreements and conditions (direct or indirect, absolute or contingent, due or to become due, or existing or hereafter arising) of Lessee under all present and future Leases.

9. **PERSONAL PROPERTY.** All Equipment is and will remain personal property and will not be deemed to be affixed or attached to real estate or any building thereon.

10. **MAINTENANCE AND OPERATION.** Lessee agrees it shall, at its sole expense: (a) repair and maintain all Equipment in good condition and working order and supply and install all replacement parts or other devices when required to so maintain the Equipment or when required by applicable law or regulation, which parts or devices shall automatically become part of the Equipment; and (b) use and operate all Equipment in a careful manner in the normal course of its operations and only for the purposes for which it was designed in accordance with the manufacturer's warranty requirements; and (c) comply with all laws and regulations relating to the Equipment. If any Equipment is customarily covered by a maintenance agreement, Lessee will furnish Lessor with a maintenance agreement by a party reasonably satisfactory to Lessor. No maintenance or other service for any Equipment will be provided by Lessor. Lessee will not make any alterations, additions or improvements ("Improvements") to any Equipment without Lessor's prior written consent unless the Improvements may be readily removed without damage to the operation, value or utility of such Equipment, but any such Improvements not removed prior to the termination of the applicable Lease shall automatically become part of the Equipment.

11. **LOCATION; INSPECTION.** Equipment will not be removed from, or if Equipment is rolling stock its permanent base will not be changed from, the Location without Lessor's prior written consent which will not be unreasonably withheld. Upon reasonable notice to Lessee, Lessor may enter the Location or elsewhere during normal business hours to inspect the Equipment.

12. LIENS, SUBLEASES AND TAXES.

12.1 Lessee shall keep all Equipment free and clear of all Liens except those Liens created under its Lease. Lessee shall not sublet or lend any Equipment or permit it to be used by anyone other than Lessee or Lessee's employees.

12.2 Lessee shall pay when due all Taxes which may now or hereafter be imposed upon any Equipment or its ownership, lease, rental, sale, purchase, possession or use, upon any Lease or upon any Rent Payments or any other payments due under any Lease. If Lessee fails to pay such Taxes when due, Lessor shall have the right, but not the obligation, to pay such Taxes. If Lessor pays any such Taxes, then Lessee shall, upon demand, immediately reimburse Lessor therefor. "Taxes" means present and future taxes, levies, duties, assessments or other governmental charges that are not based on the net income of Lessor, whether they are assessed to or payable by Lessee or Lessor, including, without limitation (a) sales, use, excise, licensing, registration, titling, gross receipts, stamp and personal property taxes, and (b) interest, penalties or fines on any of the foregoing.

13. RISK OF LOSS.

13.1 Lessee bears the entire risk of loss, theft, damage or destruction of any Equipment in whole or in part from any reason whatsoever ("Casualty Loss"). No Casualty Loss to any Equipment shall relieve Lessee from the obligation to make any Rent Payments or to perform any other obligation under any Lease. Proceeds of any insurance recovery will be applied to Lessee's obligations under this Section 13.

13.2 If a Casualty Loss occurs to any Equipment, Lessee shall immediately notify Lessor of the same and Lessee shall, unless otherwise directed by Lessor, immediately repair the same.

13.3 If Lessor determines that any item of Equipment has suffered a Casualty Loss beyond repair ("Lost Equipment"), then Lessee shall either: (a) immediately replace the Lost Equipment with similar equipment in good repair, condition and working order free and clear of any Liens (except Lessor's Liens), in which event such replacement equipment shall automatically be Equipment under the applicable Lease, and deliver to Lessor true and complete copies of the invoice or bill of sale covering the replacement equipment; or (b) on earlier of 60 days after the Casualty Loss or the next scheduled Rent Payment date (the "Loss Payment Due Date"), pay Lessor (i) all amounts owed by Lessee under the applicable Lease, including the Rent Payments due on or accrued through such date plus (ii) an amount equal to the Termination Value as of the Rent Payment date (or if the Casualty Loss payment is due between Rent Payment dates, then as of the Rent Payment date preceding the date that the Casualty Loss payment is due) set forth in the Payment Schedule to the applicable Lease plus (iii) a Break Funding Charge. If Lessee is making such payment with respect to less than all of the Equipment under a Lease, then Lessor will provide Lessee with the pro rata amount of the Rent Payment and Termination Value to be paid by Lessee with respect to the Lost Equipment and a revised Payment Schedule. "Break Funding Charge" means the sum of the differences between (i) each scheduled interest payment which would have been made on the Termination Value if such Casualty Loss payment had not occurred and (ii) the corresponding fixed-rate interest payment which would be received under an interest rate swap which the Lender shall be deemed to have entered into as of the Loss Payment Due Date (the "Replacement Swap") covering its payment obligations under an interest rate swap which the Lessor shall be deemed to have entered into when the

Lease was originally funded, with each such difference discounted to a present value as of the date of payment using the fixed interest rate of the Replacement Swap as the applicable discount rate; the Lessee acknowledges that the Lessor might not fund or hedge its fixed-rate loan portfolio or any prepayment thereof on a loan-by-loan basis at all times, and agrees that the foregoing is a reasonable and appropriate method of calculating liquidated damages for any prepayment irrespective of whether any of the foregoing hedging transactions have in fact occurred or occurred precisely as stated with respect to the Lease; all calculations and determinations by the Lessor of the amounts payable pursuant to the preceding provisions or of any element thereof, if made in accordance with its then standard procedures for so calculating or determining such amounts, shall be conclusive absent manifest arithmetic error.

13.4 Lessee shall bear the risk of loss for, shall pay directly, and shall defend Lessor against any and all claims, liabilities, proceedings, actions, expenses (including reasonable attorney's fees), damages or losses arising under or related to any Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof. These obligations of Lessee shall survive any expiration or termination of any Lease. Lessee shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses (including attorney's fees), damages or losses which arise directly from events occurring after any Equipment has been returned by Lessee to Lessor in accordance with the terms of the applicable Lease or which arise directly from the gross negligence or willful misconduct of Lessor.

14. INSURANCE.

14.1 (a) Lessee at its sole expense shall at all times keep all Equipment insured against all Casualty Losses for an amount not less than the Termination Value of the Equipment. Proceeds of any such insurance covering damage or loss of any Equipment shall be payable to Lessor as lender loss payee. (b) Lessee at its sole expense shall at all times carry public liability and third party property damage insurance in amounts reasonably satisfactory to Lessor protecting Lessee and Lessor from liabilities for injuries to persons and damage to property of others relating in any way to any Equipment. Proceeds of any such public liability or property insurance shall be payable first to Lessor as additional insured to the extent of its liability, and then to Lessee.

14.2 All insurers shall be reasonably satisfactory to Lessor. Lessee shall promptly deliver to Lessor satisfactory evidence of required insurance coverage and all renewals and replacements thereof. Each insurance policy will require that the insurer give Lessor at least 30 days prior written notice of any cancellation of such policy and will require that Lessor's interests remain insured regardless of any act, error, misrepresentation, omission or neglect of Lessee. The insurance maintained by Lessee shall be primary without any right of contribution from insurance which may be maintained by Lessor.

15. NO PREPAYMENT. Lessee shall not be permitted to prepay the Rent Payments or any other obligation under a Lease in whole or in part.

16. LESSEE'S REPRESENTATIONS AND WARRANTIES. With respect to each Lease and its Equipment, Lessee hereby represents and warrants to Lessor that: (a) Lessee has full power, authority and legal right to execute and deliver the Lease and to perform its obligations under the Lease, and all such actions have been duly authorized by appropriate findings and actions of Lessee's governing body; (b) the Lease has been duly executed and delivered by Lessee and constitutes a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms; (c) the Lease is authorized under, and the authorization, execution and delivery of the Lease complies with, all applicable federal, state and local laws and regulations (including, but not limited to, all open meeting, public bidding and property acquisition laws) and all applicable judgments and court orders; (d) the execution, delivery and performance by Lessee of its obligations under the Lease will not result in a breach or violation of, nor constitute a default under, any agreement, lease or other instrument to which Lessee is a party or by which Lessee's properties may be bound or affected; (e) there is no pending, or to the best of Lessee's knowledge threatened, litigation of any nature which may have a material adverse effect on Lessee's ability to perform its obligations under the Lease; and (f) Lessee is a state, or a political subdivision thereof, as referred to in Section 103 of the Code, and Lessee's obligation under the Lease constitutes an enforceable obligation issued on behalf of a state or a political subdivision thereof.

17. TAX COVENANTS.

17.1 Lessee hereby covenants and agrees that: (a) Lessee shall comply with all of the requirements of Section 149(a) and Section 149(e) of the Code, as the same may be amended from time to time, and such compliance shall include, but not be limited to, executing and filing Internal Revenue Form 8038G or 8038GC, as the case may be, and any other information statements reasonably requested by Lessor; (b) Lessee shall not do (or cause to be done) any act which will cause, or by omission of any act allow, any Lease to be an "arbitrage bond" within the meaning of Section 148(a) of the Code or any Lease to be a "private activity bond" within the meaning of Section 141(a) of the Code; and (c) Lessee shall not do (or cause to be done) any act which will cause, or by omission of any act allow, the interest portion of any Rent Payments to be or become includable in gross income for Federal income taxation purposes under the Code.

17.2 Upon the occurrence of an Event of Taxability, the interest portion of any Rent Payment shall be at the Taxable Rate retroactive to the date of occurrence of the Event of Taxability, and Lessee shall pay such additional amount as will result in Lessor

receiving the interest portion of the Taxable Rate identified in the Payment Schedule. For purposes of this section, "Event of Taxability" means a determination that the interest portion of Rent Payments is included for federal income tax purposes in the gross income of the Lessor due to Lessee's action or failure to take action, including breach of covenants set forth in section 17.1 hereof. An Event of Taxability shall occur upon the earliest of: (1) the happening of any event which may cause such Event of Taxability, or (2) Lessor's payment to the applicable taxing authority of the tax increase resulting from such Event of Taxability, or (3) the adjustment of Lessor's tax return to reflect such Event of Taxability, or (4) the date as of which the interest portion of the Rent Payments is determined by the Internal revenue Service to be includable in the gross income of the Lessor for federal income tax purposes.

18. ASSIGNMENT.

18.1 Lessee shall not assign, transfer, pledge, hypothecate, nor grant any Lien on, nor otherwise dispose of, any Lease or any Equipment or any interest in any Lease or Equipment.

18.2 Lessor may assign its rights, title and interest in and to any Lease or any Equipment, and/or may grant or assign a security interest in any Lease and its Equipment, in whole or in part, to any party at any time. Any such assignee or lienholder (an "Assignee") shall have all of the rights of Lessor under the applicable Lease. **LESSEE AGREES NOT TO ASSERT AGAINST ANY ASSIGNEE ANY CLAIMS, ABATEMENTS, SETOFFS, COUNTERCLAIMS, RECOUPMENT OR ANY OTHER SIMILAR DEFENSES WHICH LESSEE MAY HAVE AGAINST LESSOR.** Unless otherwise agreed by Lessee in writing, any such assignment transaction shall not release Lessor from any of Lessor's obligations under the applicable Lease. An assignment or reassignment of any of Lessor's right, title or interest in a Lease or its Equipment shall be enforceable against Lessee only after Lessee receives a written notice of assignment which discloses the name and address of each such Assignee, provided, that such notice from Lessor to Lessee of any assignment shall not be so required if Lessor assigns a Lease to JPMORGAN CHASE & CO. or any of its direct or indirect subsidiaries. Lessee shall keep a complete and accurate record of all such assignments in the form necessary to comply with Section 149(a) of the Code and for such purpose, Lessee hereby appoints Lessor (or Lessor's designee) as the book entry and registration agent to keep a complete and accurate record of any and all assignments of any Lease. Lessee agrees to acknowledge in writing any such assignments if so requested.

18.3 Each Assignee of a Lease hereby agrees that: (a) the term Secured Obligations as used in Section 8.3 hereof is hereby amended to include and apply to all obligations of Lessee under the Assigned Leases and to exclude the obligations of Lessee under any Non-Assigned Leases; (b) said Assignee shall have no Lien on, nor any claim to, nor any interest of any kind in, any Non-Assigned Lease or any Equipment covered by any Non-Assigned Lease; and (c) Assignee shall exercise its rights, benefits and remedies as the assignee of Lessor (including, without limitation, the remedies under Section 20 of the Master Lease) solely with respect to the Assigned Leases. "Assigned Leases" means only those Leases which have been assigned to a single Assignee pursuant to a written agreement; and "Non-Assigned Leases" means all Leases excluding the Assigned Leases.

18.4 Subject to the foregoing, each Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

19. **EVENTS OF DEFAULT.** For each Lease, "Event of Default" means the occurrence of any one or more of the following events as they may relate to such Lease: (a) Lessee fails to make any Rent Payment (or any other payment) as it becomes due in accordance with the terms of the Lease, and any such failure continues for ten (10) days after the due date thereof; (b) Lessee fails to perform or observe any of its obligations under Sections 12.1, 14 or 18.1 hereof; (c) Lessee fails to perform or observe any other covenant, condition or agreement to be performed or observed by it under the Lease and such failure is not cured within thirty (30) days after receipt of written notice thereof by Lessor; (d) any statement, representation or warranty made by Lessee in the Lease or in any writing delivered by Lessee pursuant thereto or in connection therewith proves at any time to have been false, misleading or erroneous in any material respect as of the time when made; (e) Lessee applies for or consents to the appointment of a receiver, trustee, conservator or liquidator of Lessee or of all or a substantial part of its assets, or a petition for relief is filed by Lessee under any federal or state bankruptcy, insolvency or similar law, or a petition in a proceeding under any federal or state bankruptcy, insolvency or similar law is filed against Lessee and is not dismissed within sixty (60) days thereafter; or (f) Lessee shall be in default under any other Lease or under any other financing agreement executed at any time with Lessor.

20. **REMEDIES.** If any Event of Default occurs, then Lessor may, at its option, exercise any one or more of the following remedies:

(a) Lessor may require Lessee to pay (and Lessee agrees that it shall pay) all amounts then currently due under all Leases and all remaining Rent Payments due under all Leases during the fiscal year in effect when the Event of Default occurs together with interest on such amounts at the rate of twelve percent (12%) per annum (but not to exceed the highest rate permitted by applicable law) from the date of Lessor's demand for such payment;

(b) Lessor may require Lessee to promptly return all Equipment under all or any of the Leases to Lessor in the manner set forth in Section 21 (and Lessee agrees that it shall so return the Equipment), or Lessor may, at its option, enter upon the premises

where any Equipment is located and repossess any Equipment without demand or notice, without any court order or other process of law and without liability for any damage occasioned by such repossession;

(c) Lessor may sell, lease or otherwise dispose of any Equipment under all or any of the Leases, in whole or in part, in one or more public or private transactions, and if Lessor so disposes of any Equipment, then Lessor shall retain the entire proceeds of such disposition free of any claims of Lessee, provided, that if the net proceeds of the disposition of all the Equipment exceeds the applicable Termination Value of all the Schedules plus the amounts payable by Lessee under clause (a) above of this Section and under clause (f) below of this Section, then such excess amount shall be remitted by Lessor to Lessee;

(d) Lessor may terminate, cancel or rescind any Lease as to any and all Equipment;

(e) Lessor may exercise any other right, remedy or privilege which may be available to Lessor under applicable law or, by appropriate court action at law or in equity, Lessor may enforce any of Lessee's obligations under any Lease; and/or

(f) Lessor may require Lessee to pay (and Lessee agrees that it shall pay) all out-of-pocket costs and expenses incurred by Lessor as a result (directly or indirectly) of the Event of Default and/or of Lessor's actions under this section, including, without limitation, any attorney fees and expenses and any costs related to the repossession, safekeeping, storage, repair, reconditioning or disposition of any Equipment.

None of the above remedies is exclusive, but each is cumulative and in addition to any other remedy available to Lessor. Lessor's exercise of one or more remedies shall not preclude its exercise of any other remedy. No delay or failure on the part of Lessor to exercise any remedy under any Lease shall operate as a waiver thereof, nor as an acquiescence in any default, nor shall any single or partial exercise of any remedy preclude any other exercise thereof or the exercise of any other remedy.

21. RETURN OF EQUIPMENT. If Lessor is entitled under the provisions of any Lease, including any termination thereof pursuant to Sections 6 or 20 of this Master Lease, to obtain possession of any Equipment or if Lessee is obligated at any time to return any Equipment, then (a) title to the Equipment shall vest in Lessor immediately upon Lessor's notice thereof to Lessee, and (b) Lessee shall, at its sole expense and risk, immediately de-install, disassemble, pack, crate, insure and return the Equipment to Lessor (all in accordance with applicable industry standards) at any location in the continental United States selected by Lessor. Such Equipment shall be in the same condition as when received by Lessee (reasonable wear, tear and depreciation resulting from normal and proper use excepted), shall be in good operating order and maintenance as required by the applicable Lease, shall be free and clear of any Liens (except Lessor's Lien) and shall comply with all applicable laws and regulations. Until Equipment is returned as required above, all terms of the applicable Lease shall remain in full force and effect including, without limitation, obligations to pay Rent Payments and to insure the Equipment. Lessee agrees to execute and deliver to Lessor all documents reasonably requested by Lessor to evidence the transfer of legal and beneficial title to such Equipment to Lessor and to evidence the termination of Lessee's interest in such Equipment.

22. LAW GOVERNING. Each Lease shall be governed by the laws of the state of Tennessee.

23. NOTICES. Any notices and demands under or related to this document shall be in writing and delivered to the intended party at its address stated herein (if to Lessor 1111 Polaris Parkway, Suite 3A - OH1-1085, Columbus, Ohio 43240-2050, to the attention of the GNPH Operations Manager). Notice shall be deemed sufficiently given or made (a) upon receipt if delivered by hand, (b) on the Delivery Day after the day of deposit with a nationally recognized courier service, (c) on the third Delivery Day after the day of deposit in the United States mail, sent certified, postage prepaid with return receipt requested, and (d) only if to Lessee, on the third Delivery Day after the notice is deposited in the United States mail, postage prepaid. "Delivery Day" means a day other than a Saturday, a Sunday, or any other day on which national banking associations are authorized to be closed. Any party may change its address for the purposes of the receipt of notices and demands by giving notice of such change in the manner provided in this provision.

24. FINANCIAL INFORMATION. Lessee agrees to furnish to Lessor annual audited financial statements of Lessee within 180 days of the end of each fiscal year of Lessee. Additionally, Lessee agrees to provide additional information as reasonably requested by Lessor.

25. SECTION HEADINGS. All section headings contained herein or in any Schedule are for convenience of reference only and do not define or limit the scope of any provision of any Lease.

26. EXECUTION IN COUNTERPARTS. Each Schedule to this Master Lease may be executed in several counterparts, each of which shall be deemed an original, but all of which shall be deemed one instrument. If more than one counterpart of each Schedule is executed by Lessee and Lessor, then only one may be marked "Lessor's Original" by Lessor. A security interest in any Schedule may be created through transfer and possession only of: the sole original of said Schedule if there is only one original; or the counterpart marked "Lessor's Original" if there are multiple counterparts of said Schedule.

27. ENTIRE AGREEMENT; WRITTEN AMENDMENTS. Each Lease, together with the exhibits, schedules and addenda attached thereto and made a part hereof and other attachments thereto constitute the entire agreement between the parties with respect to the lease of the Equipment covered thereby, and such Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of any Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease.

28. WAIVER OF IMMUNITY. To the extent permitted by law, Lessee hereby expressly and irrevocably waives any immunity (including sovereign, crown or similar immunity) and any defenses based thereon from any suit, action or proceeding or from any legal process (whether through service of notice, attachment prior to judgment, attachment in aid of execution, execution, exercise of contempt powers, or otherwise) in any forum with respect to this Master Lease, any Lease and the transactions contemplated hereby and thereby. Lessor shall have and be entitled to all available legal and equitable remedies, including the right to specific performance, money damages, and injunctive and declaratory relief.

CITY OF MEMPHIS GENERAL CITY GOVT
(Lessee)

By: _____

Title: _____

[Signature]
Mayor

JPMORGAN CHASE BANK, N.A.
(Lessor)

By: _____

Title: Authorized Officer

APPROVED AS TO FORM:

[Signature]
CITY ATTORNEY

18ul

LEASE SCHEDULE

Dated as of: September 30, 2025

Lease No.: xxxxxxxxxx

This Lease Schedule, together with its Payment Schedule, is attached and made a part of the Master Lease-Purchase Agreement described below ("Master Lease") between the Lessee and Lessor named below. All terms and conditions of the Master Lease are incorporated herein by reference. Unless otherwise defined herein, capitalized terms defined in the Master Lease will have the same meaning when used herein.

Master Lease-Purchase Agreement dated November 7, 2013.

- A. EQUIPMENT DESCRIBED:** The Equipment includes all of the property described on Schedule A-1 attached hereto and made a part hereof.
- B. EQUIPMENT LOCATION:** See Attached Schedule A-1
- C. ACCEPTANCE OF EQUIPMENT:** AS BETWEEN LESSEE AND LESSOR, LESSEE AGREES THAT: (a) LESSEE HAS RECEIVED AND INSPECTED ALL EQUIPMENT; (b) ALL EQUIPMENT IS IN GOOD WORKING ORDER AND COMPLIES WITH ALL PURCHASE ORDERS, CONTRACTS AND SPECIFICATIONS; (c) LESSEE ACCEPTS ALL EQUIPMENT FOR PURPOSES OF THE LEASE "AS-IS, WHERE-IS"; AND (d) LESSEE WAIVES ANY RIGHT TO REVOKE SUCH ACCEPTANCE.
- D. ESSENTIAL USE; CURRENT INTENT OF LESSEE:** Lessee represents and agrees that the use of the Equipment is essential to Lessee's proper, efficient and economic functioning or to the services that Lessee provides to its citizens and the Equipment will be used by Lessee only for the purpose of performing its governmental or proprietary functions consistent with the permissible scope of its authority. Lessee currently intends for the full Lease Term: to use the Equipment; to continue this Lease; and to make Rental Payments if funds are appropriated in each fiscal year by its governing body.
- E. RENTAL PAYMENTS; LEASE TERM:** The Rental Payments to be paid by Lessee to Lessor, the interest rate at which the interest portion of the Rental Payments is calculated, the Taxable Rate, the commencement date and the Lease Term of this Lease Schedule are each set forth on the Payment Schedule attached to this Lease Schedule.
- F. RE-AFFIRMATION OF THE MASTER LEASE:** Lessee hereby re-affirms all of its representations, warranties and obligations under the Master Lease (including, without limitation, its obligation to pay all Rental Payments, its disclaimers in Section 7 thereof and its representations in Sections 6.1 and 16 thereof).
- G. GOVERNMENT REGULATION. ANTI-CORRUPTION.**
 - (a) Representations and Warranties Regarding Anti-Corruption Laws and Sanctions.** Lessee has implemented and maintains in effect policies and procedures designed to ensure compliance by Lessee and its officers, employees and agents with Anti-Corruption Laws and applicable Sanctions, and Lessee and its officers and employees and to the knowledge of Lessee its agents, are in compliance with Anti-Corruption Laws and applicable Sanctions in all material respects. None of (a) Lessee or to the knowledge of Lessee any of its respective officers or employees, or (b) to the knowledge of Lessee, any agent of Lessee that will act in any capacity in connection with or benefit from the credit facility established hereby, is a Sanctioned Person. No advance, letter of credit, use of proceeds or other transaction contemplated by this Lease will violate Anti-Corruption Laws or applicable Sanctions.
 - (b) Compliance with Anti-Corruption Laws and Sanctions.** Lessee shall maintain in effect and enforce policies and procedures designed to ensure compliance by Lessee and its officers, employees and agents with Anti-Corruption Laws and applicable Sanctions.
 - (c) Use of Proceeds.** Lessee shall not use, or permit any proceeds of the Lease to be used, directly or indirectly, by Lessee or its officers, employees and agents: (1) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Laws; (2) for the purpose of funding, financing or facilitating any activities, business or transaction of or with any Sanctioned Person, or in any Sanctioned Country; or (3) in any manner that would result in the violation of any Sanctions applicable to any party hereto.

(d) Definitions. For the purposes of this Section G, the following terms shall have the following meanings: "Anti-Corruption Laws" means all laws, rules, and regulations of any jurisdiction applicable to the Lessee or its subsidiaries from time to time concerning or relating to bribery or corruption. "Person" means any individual, corporation, partnership, limited liability company, joint venture, joint stock association, association, bank, business trust, trust, unincorporated organization, any foreign governmental authority, the United States of America, any state of the United States and any political subdivision of any of the foregoing or any other form of entity. "Sanctions" means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by the U.S. government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State. "Sanctioned Country" means, at any time, a country, region or territory which is the subject or target of any Sanctions (as at the time of this Agreement, Crimea, Cuba, Iran, North Korea, Sudan and Syria). "Sanctioned Person" means, at any time, (a) any Person listed in any Sanctions-related list of designated Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State, (b) any Person operating, organized or resident in a Sanctioned Country or (c) any Person controlled by any such Person.

(The next page is the signature page)

**LEASE SCHEDULE
SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties hereto have executed this Lease Schedule as of the date first referenced above.

CITY OF MEMPHIS GENERAL CITY GOVT
(Lessee)

By: _____

Title: Mayor

JPMORGAN CHASE BANK, N.A.
(Lessor)

By: _____

Title: Authorized Officer

SCHEDULE A-1
(Equipment List)

Expected Equipment Purchase Price **\$5,059,827.00**

Net Amount Financed **\$5,059,827.00**

Equipment Location:
Various Locations throughout the City

Equipment Description:
Various fleet and service vehicles

TOGETHER WITH ALL ATTACHMENTS, ADDITIONS, ACCESSIONS, PARTS, REPAIRS, IMPROVEMENTS, REPLACEMENTS AND SUBSTITUTIONS THERETO.

This Schedule A-1 is attached to the Lease Schedule xxxxxxxxxx or a Receipt Certificate/Payment Request relating to the Lease Schedule.

CITY OF MEMPHIS GENERAL CITY GOVT
(Lessee)

By: _____

Title: Mayor

JPMORGAN CHASE BANK, N.A
(Lessor)

By: _____

Title: Authorized Officer

Payment Schedule

This Payment Schedule is attached and made a part of the Lease Schedule identified below which is part of the Master Lease-Purchase Agreement identified therein, all of which are between the Lessee and Lessor named below.

Lease Schedule No. **xxxxxxxxxx**

Lease Schedule Dated: **September 30, 2025**

Accrual Date: **September 30, 2025**

Amount Financed: **\$5,059,827.00**

Interest Rate: **x.xxxx% per annum**

Taxable Rate: **x.xxxx% per annum**

Rent Number	Rent Date	Rent Payment	Interest Portion	Principal Portion	Principal Balance	Termination Value
1	9/30/2025	-	-	-	-	-
2	3/30/2026	-	-	-	-	-
3	9/30/2026	-	-	-	-	-
4	3/30/2027	-	-	-	-	-
5	9/30/2027	-	-	-	-	-
6	3/30/2028	-	-	-	-	-
7	9/30/2028	-	-	-	-	-
8	3/30/2029	-	-	-	-	-
9	9/30/2029	-	-	-	-	-
10	3/30/2030	-	-	-	-	-
TOTALS		-	-	-	-	-

(The next page is the signature page)

**Payment Schedule
Signature Page**

IN WITNESS WHEREOF, the parties hereto have executed this Payment Schedule as of the date first referenced above.

CITY OF MEMPHIS GENERAL CITY GOVT
(Lessee)

JPMORGAN CHASE BANK, N.A.
(Lessor)

By: _____

By: _____

Title: Mayor

Title: Authorized Officer

EXHIBIT B
APPROVAL LETTER



JASON E. MUMPOWER
Comptroller

July 24, 2025

Honorable Mr. Paul Young, Mayor
and Honorable Councilmembers
City of Memphis
125 N. Main Street
Memphis, TN 38103

Dear Mayor Young and Councilmembers:

Thank you for your request. We acknowledge receipt on July 18, 2026, of a request from the City of Memphis (the "City") for approval of a five-year lease financing in an amount not to exceed \$5,100,000 to be known as the "Solid Waste Lease Financing, Series 2026" (the "Lease Financing").

Included with the request was a Plan of Lease Financing for the proposed purchase of Solid Waste Equipment. Please send a copy of the executed Lease Financing Agreement to us along with the completed Debt Report within forty-five (45) days of the issuance of the debt herein approved.

Approval

This letter constitutes approval for the City to enter into the Lease Financing pursuant to Title 9, Chapter 24, Part 1 of Tennessee Code Annotated. Our approval is conditioned upon the City's compliance with all relevant provisions of Tennessee law.

The City is responsible for ensuring compliance with Title 9, Chapter 24, Part 1 of the Tennessee Code Annotated, its debt management policy, and timely payments under the Lease Financing Agreement.

This letter and the approval to issue debt do not address the compliance with federal tax regulations and should not be relied upon for that purpose. The City should discuss these issues with a tax attorney or bond counsel.

This approval is valid for six months after the date of this letter. If the debt has not been transacted within that time, a new request must be submitted to this office for approval. Please notify us if the City decides not to enter into the Lease Financing.

July 24, 2025
City of Memphis

Terms and Life

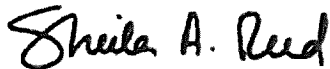
The maximum maturity for the Lease Financing as authorized by the governing body is five fiscal years. The terms of the Lease Financing appear to be reasonable to comparable debt being issued in current markets. Based upon our review, the repayment terms are in the public's interest and the Plan of Lease Financing appears to meet the requirements of Tenn. Code Ann. § 9-24-104.

After Issuance

Our website contains specific compliance requirements that your local government will be responsible for once the Finance Purchase is entered into: <http://tncot.cc/debt>. The listing is not all-inclusive.

If you should have questions or need assistance, please refer to our online resources or feel free to contact your financial analyst, Nate Fontenot, at 615.747.5238 or Nate.Fontenot@cot.tn.gov.

Sincerely,



Sheila Reed, Director
Division of Local Government Finance

cc: Mr. Walter Person, Chief Financial Officer, City of Memphis
Mr. André Walker, Deputy Chief Financial Officer, City of Memphis

SR:nf

P017



Memphis City Council Summary Sheet

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

This is a Resolution to transfer and appropriate construction funds in the amount of \$987,940.67 from Drainage – ST Coverline, Project Number ST03205 to Whitehaven Gardens CCL (Phase 1), Project Number ST03244 for construction funds for placement and upgrade of the concrete channel lining in the Whitehaven Gardens neighborhood.

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

Initiating party is Public Works with Engineering administering the project.

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.

This will impact Council District 3 and Super District 8.

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

A new contract will be required with Barnes and Brower, Inc.

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

This requires an expenditure of funds.

P017



RESOLUTION

This is a Resolution to transfer and appropriate construction funds in the amount of \$987,940.67 from Drainage – ST Coverline, Project Number ST03205 to Whitehaven Gardens CCL (Phase 1), Project Number ST03244 for construction funds for placement and upgrade of the concrete channel lining in the Whitehaven Gardens neighborhood. This project is in Council District 3 and Super District 8.

WHEREAS, the Council of the City of Memphis approved Drainage – ST Coverline, Project Number ST03205 as part of the Fiscal Year 2026 Capital Improvement Budget; and

WHEREAS, it is necessary to transfer construction allocation in the amount of \$987,940.67 funded by Storm Water Revenue Bonds from Drainage – ST Coverline, Project Number ST03205 to Whitehaven Gardens CCL (Phase 1), Project Number ST03244, for the purpose as stated; and

WHEREAS, it is necessary to appropriate construction funding in amount of \$987,940.67 funded by Storm Water Revenue Bonds from Drainage – ST Coverline, Project Number ST03205 to Whitehaven Gardens CCL (Phase 1), Project Number ST03244 for the purpose as stated; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the Fiscal Year 2026 Capital Improvement Budget be and is hereby amended by transferring a construction allocation in the amount of \$987,940.67 funded Storm Water Revenue Bonds from Drainage – ST Coverline, Project Number ST03205 to Whitehaven Gardens CCL (Phase 1), Project Number ST03244 for the purpose as stated; and

BE IT FURTHER RESOLVED that there be and is hereby appropriated the sum of \$987,940.67 funded by Storm Water Revenue Bonds chargeable to the FY 2026 Capital Improvement Budget and credited as follows:

Project Title	Whitehaven Gardens CCL (Phase 1)
Project Number	ST03244
Total Amount	\$987,940.67



Memphis City Council Summary Sheet

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

A resolution amending the FY26 CIP Budget by accepting additional Federal grant funding from the Tennessee Department of Transportation (TDOT) and appropriating \$2,761,321.14 to initiate construction on the Democrat Rd. Signal System Project (EN01095).

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 3, and Super District 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 EN01095 to award the Construction funds.

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

Appropriation will require an amendment to the FY26 Capital Budget to appropriate funds in the amount of \$2,761,321.14



G112

A resolution amending the FY26 CIP Budget by accepting additional Federal grant funding from the Tennessee Department of Transportation (TDOT) and appropriating \$2,761,321.14 to initiate construction on the Democrat Rd. Signal System Project (EN01095).

WHEREAS, the Tennessee Department of Transportation has awarded \$2,761,321.14 in additional Federal grant funding for the construction phase of the Democrat Rd. Signal System Project (EN01095); and

WHEREAS, it is necessary to accept the grant funding and amend the Fiscal Year 2026 CIP Budget to initiate construction on the Democrat Rd. Signal System Project (EN01095); and

WHEREAS, it is necessary to appropriate funding in the amount of Two Million, Seven Hundred Sixty-One Thousand, Three Hundred twenty-One Dollars and 14/100 (\$2,761,321.14) for the Democrat Rd. Signal System Project (EN01095); and

WHEREAS, this appropriation would allow the encumbrance of funding for a construction contract with Shelby Electric

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the Fiscal Year 2026 Capital Budget be and is hereby amended by accepting, allocating, and appropriating Federal grant funding in the amount of \$2,761,321.14 for the Democrat Rd. Signal System Project (EN01095).

BE IT FURTHER RESOLVED that the fiscal year 2026 CIP Budget be and is hereby amended by appropriating the Expenditures and Revenues for the Democrat Rd. Signal System Project (EN01095) in the amount of \$2,761,321.14 as follows:

Revenue

TDOT (Grant Funding)	\$2,761,321.14
-----------------------------	-----------------------

Expenditure

Contract A&E (CEI)	\$224,842.50
Contract Construction	<u>\$2,536,478.64</u>
	<u>\$2,761,321.14</u>



Memphis City Council Summary Sheet

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

This is a Resolution to transfer an appropriation of \$77,353.87 from PW01136 Architecture and Engineering funds to Project Number PW02039 to fund the design of the Knight Arnold Bridge Repair.

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

The initiating party is Public Works, with Engineering administering the project.

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

NA

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

Council District 4. Super District 8.

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

NA

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

This requires an expenditure of funds.



RESOLUTION

A Resolution to transfer and appropriate funds in the amount of \$77,353.87 from Project Number PW01136 to fund structural engineering services cost for Knight Arnold/Johns Ck Bridge Repair, Project Number PW02039. **Same night minutes request. Council District 4 and Super District 8.**

WHEREAS, the Council of the City of Memphis approved Project PW01136 as part of the Fiscal Year 2004 Capital Improvement Budget; and

WHEREAS, at this time funds are needed to fund structural engineering services costs by Smith Seckman Reid, Inc. (SSR). A total amount of \$77,353.87 funded by G.O. Bonds – Legacy, Award 11556, for Architecture and Engineering in Knight Arnold/Johns Ck Bridge Repair, Project Number PW02039; and

WHEREAS, it is necessary to transfer and appropriate a total amount of \$77,353.87 funded by G.O. Bonds – Legacy, Award 11556 for structural engineering services costs in the amount of \$77,353.87 in Knight Arnold/Johns Ck Bridge Repair, Project Number PW02039 for Architecture and Engineering; and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Memphis that the Fiscal Year 2026 Capital Improvement Budget be and is hereby amended by transfer and appropriation of a total amount of \$77,353.87 funded by G.O. Bonds - Legacy to fund structural engineering services cost in the Knight Arnold/Johns Ck Bridge Repair, Project Number PW02039, chargeable to the FY2026 Capital Improvement Budget and credit as follows:

<u>Revenue</u>	
PW01136 (Architecture and Engineering)	\$77,353.87
<u>Expenditure</u>	
Knight Arnold/Johns Ck Bridge Repair, PW02039 (Architecture and Engineering)	\$77,353.87



**FIRST
EIGHT
MEMPHIS**

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

Pre-Kindergarten Outcomes Report 2024-2025 Quarter 3



Memphis City Council



About Us

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

Our Mission

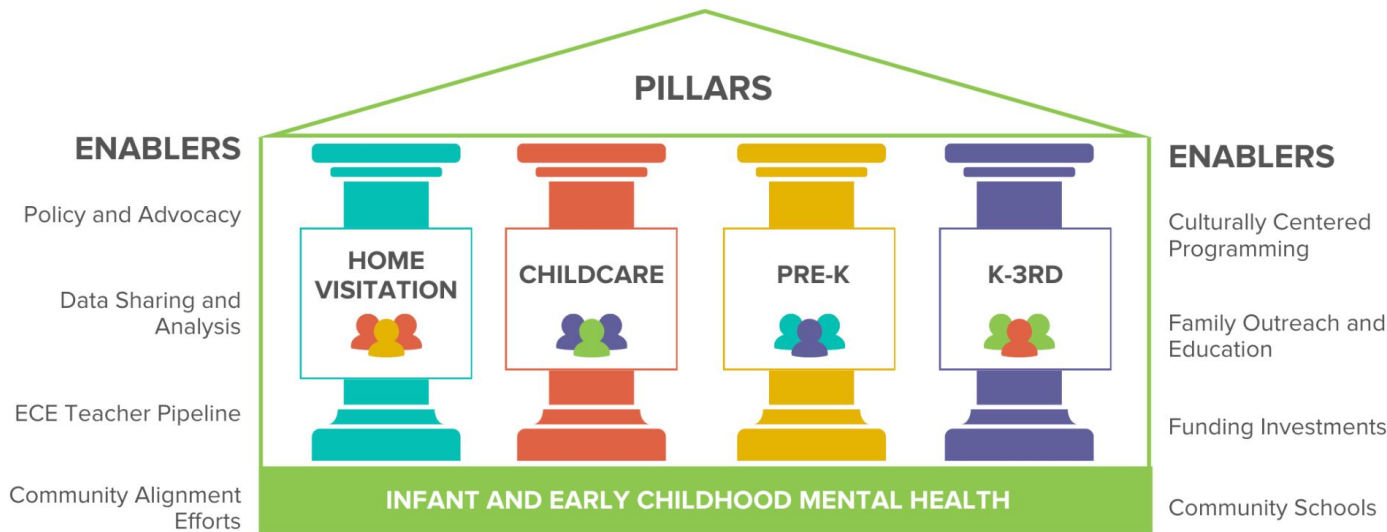
First 8 Memphis leads and convenes our community in advocating for investments that nurture and educate our youngest learners.

Our Vision

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



Memphis and Shelby County Early Care and Education System



by focusing on

Quality



Alignment



Access



Advocacy & Awareness



Why the **First 8 Years?**



Early childhood experiences from birth to age 8 affect the development of the brain's architecture, which provides the foundation for all future learning, behavior and health.

According to the CDC, the first 8 years can build a foundation for future learning, health and life success.



When brain development in infants and young children is fully supported, they are more likely to reach milestones critical to future individual and community success. These include:

- Third-grade reading proficiency
- High school graduation and postsecondary education
- Gainful employment
- Lifetime physical and mental health and well-being
- Avoidance of substance use disorder and crime

Role of First 8 Memphis in Pre-K



4 Year Old Children

receive high-quality, full-day Pre-K
(families eligible below 300% of the FPL)



Pre-K Operators

19 public, private, and charter Pre-K providers
offer high-quality programming to students in Shelby County.



Wraparound Support

6 providers

offer 2 generational support to families



Instructional Coaching

5 providers

support high-quality instruction



Fiscal Agent First 8 Memphis

provides fiscal management, oversight, and continuous improvement to Pre-K partners



Funders

Historic partnership between the **City of Memphis and Shelby County**
to support Pre-K per Joint Ordinance



First 8 Memphis Pre-K Outcomes

2024-2025 Quarter 3 Report

January 6 - March 7, 2025

F8M Pre-K Budget FY23-FY25



	Actual FY23 School Year 2022-23	Actual FY24 School Year 2023-24	Projected FY25 School Year 2024-25
Revenue: Public Funding			
City of Memphis	\$6,400,000	\$7,000,000	\$7,000,000
Shelby County	\$8,400,000	\$9,000,000	\$9,500,000
Total Public Funding	\$14,800,000	\$16,000,000	\$16,500,000
Expenses: Program Expenses	\$8,150 per pupil/\$163,000 per class	\$8,700 per pupil/\$174,000 per class	\$9,063 per pupil/\$181,250 per class
Classroom Expenses (includes classroom, wraparound, and coaching)	\$12,130,401	\$13,636,997	\$14,604,900
Other Pre-K Program Expenses (Operator setup, data reporting & validation, & other Pre-K operations)	\$ 599,999	\$418,806	\$ 740,100
Total Classroom Subtotal	\$12,730,400	\$14,055,803	\$15,345,000
F8M Admin Fee (7%)	\$1,036,000	\$1,120,000	\$1,155,000
Unspent Funds (Classroom Expenses)	\$1,033,600	\$653,003	
Unspent (Other Pre-K Program Expenses)		\$171,194	
Total Classroom and Administrative Fee	\$14,800,000	\$16,000,000	\$16,500,000

Shelby County Early Learning Budget FY25-FY26

	Awarded FY25 School Year 2024-25	Requested FY26 Budget School Year 2025-26
Revenue: Public Funding		
City of Memphis	\$7,000,000	\$8,500,000
Shelby County Pre-K	\$9,500,000	\$11,500,000
Shelby County Next Memphis	\$500,000	\$500,000
Shelby County Early Head Start Match	\$500,000	\$500,000
Total Public Funding	\$17,500,000	\$21,000,000
Expenses: Program Expenses \$9,063 per pupil/\$181,250 per class \$9,500 per pupil/\$189,990 per class		
Classroom Expenses (includes classroom, wraparound, and coaching)	\$14,604,900	\$17,950,000
Other Pre-K Program Expenses (Operator setup, data reporting & validation, & other Pre-K operations)	\$ 740,100	\$650,000
Total Classroom Subtotal	\$15,345,000	\$18,600,000
F8M Admin Fee (7%)	\$1,155,000	\$1,400,000
Next Memphis & EHS Passthrough	\$1,000,000	\$1,000,000
Total Classroom and Administrative Fee	\$17,500,000	\$21,000,000

City & County Pre-K Investment in 2024-2025 Q3

92% of funds go directly to salaries for teachers and other personnel, serving over 1,600 Pre-K students

In Q3, 5% of funds were spent on **program expenses**; 3% were spent on **administrative expenses**.

\$9,063 invested per student in 2024-2025;
an **increase** from **\$8,700** in 2023-2024.

\$3,691,225 paid to Pre-K Operators in Q3
62% of total 24-25 annual investment spent

Other communities report that **Pre-K saves the community \$10 for every \$1 invested** as result of higher income, decreased need for educational and governmental services, and reduced healthcare costs!



Advocate to increase the per child investment across all Pre-K funding sources in Shelby County to align with the national average of \$12,500 by 2030, promoting high-quality programming in Memphis and Shelby County

First 8 Memphis Pre-K Students

100% of F8M students meet income eligibility guidelines of household income at or below 300% of the Federal Poverty Level (FPL) - \$7,800/ month for a family of 4



92% of students identify as Black

11% of students identify as Hispanic



50% of students reside in just 6 zip codes: 38109, 38115, 38116, 38125, 38127, 38128

Average cost of Pre-K tuition:

\$9,000/year = 20% of average household income for one child!

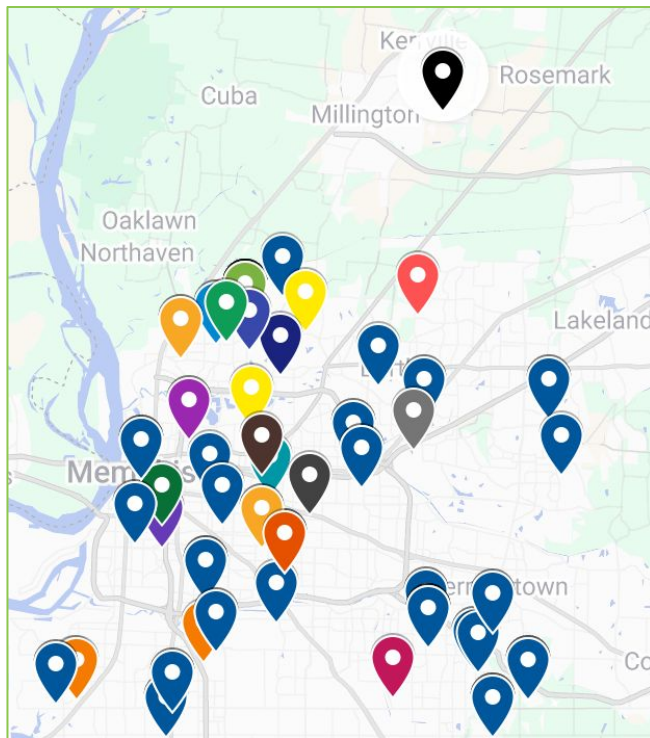
The U.S. Department of Health & Human Services defines spending **over 7%** on childcare to be **unaffordable!**



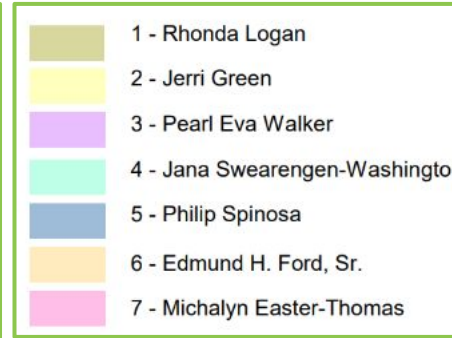
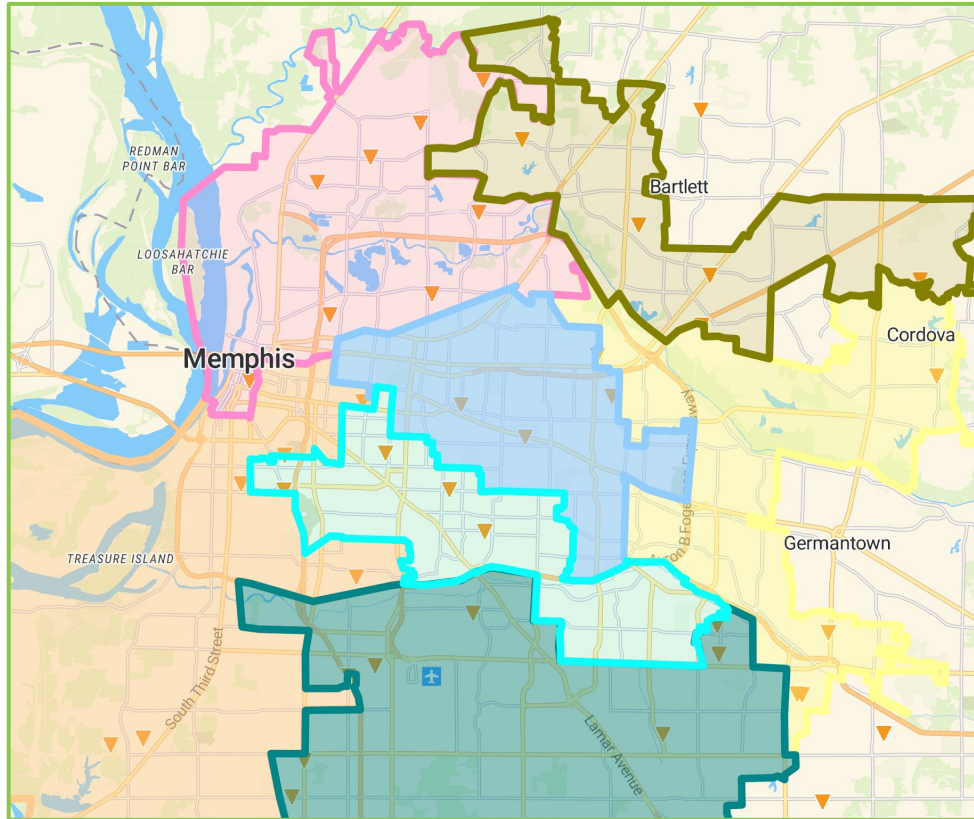
Advocate to increase access to high-quality Pre-K programming for ALL families in Memphis and Shelby County by expanding the number of tuition-free seats available to families through the Pre-K for All expansion - *in 25-26, we will serve 65% of 4-year-olds, progressing towards our 2030 goal of 75%!*

F8M added 3 new partners, with the program capacity to serve 1,660 students in Q3!

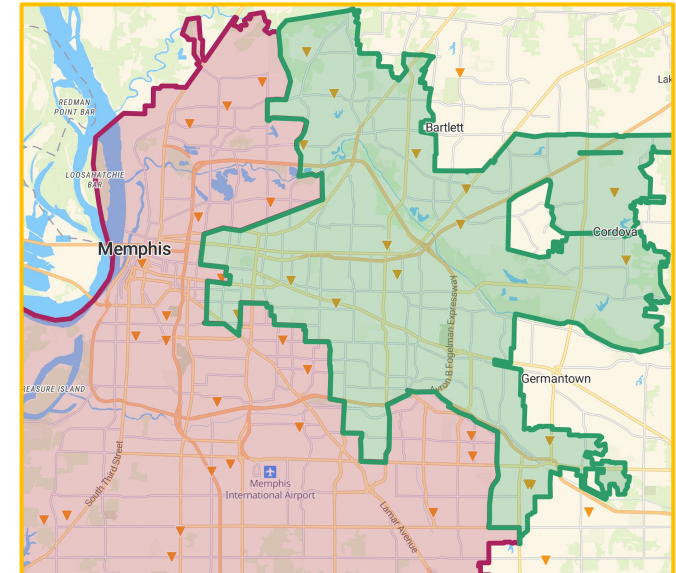
- Memphis-Shelby County Schools
- Libertas School of Memphis
- Porter-Leath Academy
- Freedom Preparatory Academy
- Circles of Success Learning Academy
- Capstone Education Group
- Millington Municipal Schools
- Perea Preschool
- Promise Academy
- Bartlett City Schools
- Global Children Services
- Knowledge Quest
- Red Robin's Learning Academy
- Southwest TN Community College
- UofM Early Learning & Research Center
- STAR Academy
- Memphis School of Excellence
- Su Casa Preschool
- Memphis STEM Academy
- Broad Minds Academy



F8M Classrooms in Each City Council District



9.1 - Chase Carlisle
9.2 - J. Ford Canale
9.3 - Jeff Warren



8.1 - JB Smiley, Jr.
8.2 - Janika White
8.3 - Yolanda Cooper-Sutton

Following Up with the Williams-Zeno Family!

Cousins Liam, LaVell, and Chaniah are all **enrolled in F8M Pre-K classrooms** at Circles of Success Learning Academy!



In Quarters 1 and 2, we introduced the Williams-Zeno family - Mom and Aunt Lanikia was working with a dedicated Family Engagement Personnel to identify support goals for the year.

Students Liam, LaVell, and Chaniah were adjusting from home-based care to full-time Pre-K - in Q2, we celebrated Liam's growing confidence in saying goodbye to mom in the mornings!

Our 24-25 Q3 report includes an update on the Williams-Zeno family's Pre-K experience!

Our Highest Q3 Enrollment Yet!

94% capacity filled in Q3

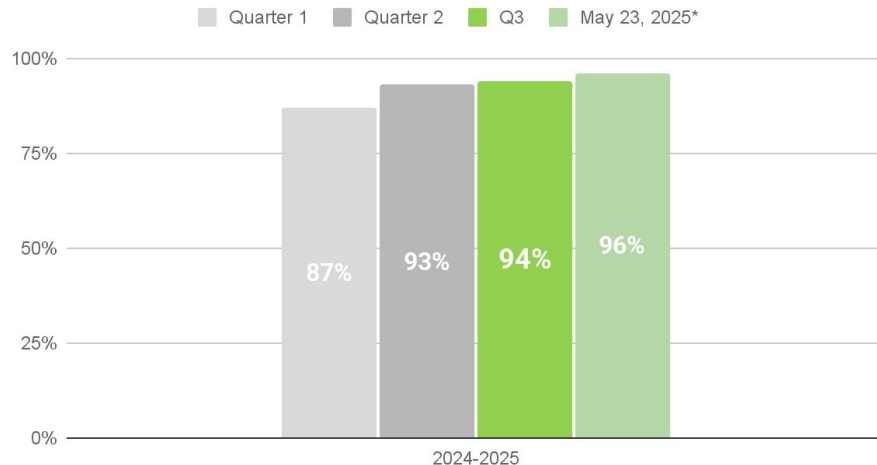
1,537 of **1,640** possible students
cumulatively enrolled*

1 percentage point increase from Q2



Chaniah blossomed in confidence in Q3,
improving in her numeracy and
handwriting skills!

2024-2025 Enrollment Capacity Filled



24-25 Q3
End-of-Quarter
Enrollment:
88%
(1,438 of 1,640)

*The percentage of capacity filled for May 23, 2025
is shared as a reference; third-party validated
enrollment data will be shared in the Q4 report.

Our Goal: Students Attend 80% or More of School Days

84% of students met the attendance

goal in Q3 2024-2025

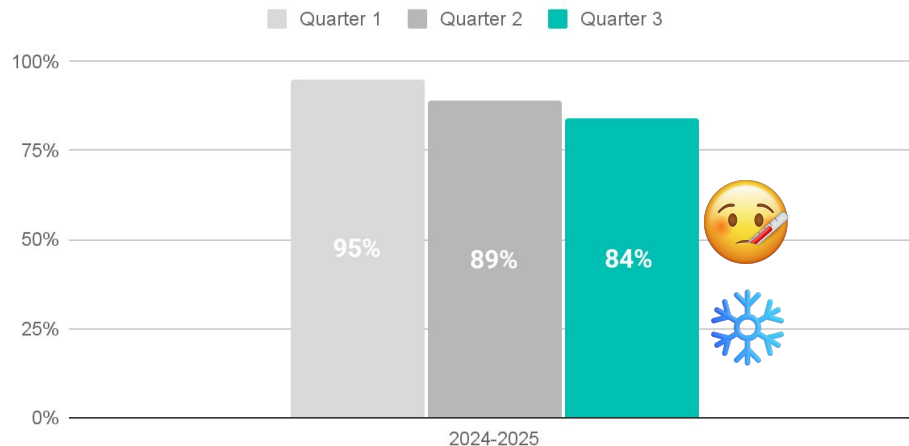
1,295 of **1,537** cumulatively enrolled students attended 80% or more of school days



Liam leads his classmates in sight word activities - our city's future leaders!

Percentage of Students Meeting Attendance Goal

Comparison by Quarter



When Teachers are *Supported*, Students *Grow*!

100% of F8M teachers receive
1:1 instructional coaching monthly

Coaches *support instruction* that promotes
student growth:



Physical
Development



Adaptive
Behavior



Academic
Skills



Language
Development



Social &
Emotional
Development

F8M teachers receive an **average of 3 instances of instructional support each month** - exceeding the program minimum requirement of 1 instance per month and the national average of 2 instances per month.

National data shows that **student outcomes are greater when their teachers receive coaching**, which improves instructional quality, classroom management, and student engagement!

Whole Family Wellness = Whole Child Wellness

100% of families are connected with a Family Engagement Personnel

FEP support families in connecting with resources that meet their needs and goals:

National evidence shows that **wraparound services** can **decrease the impact of poverty** and other long-term environmental factors for both the students and caregivers.



Q3 Most Frequent Referred Services:

1. Kindergarten Transition

Enrollment | Readiness Skills | Transportation



2. Positive Parent-Child Relationships

Engagement Activities | Child Behavioral Health



3. Family Wellbeing

Health | Utility Support | Adult Education



High-Quality = Supported Educators & Caregivers



Mr. Gregory is actively pursuing TN teacher licensure to improve his craft!



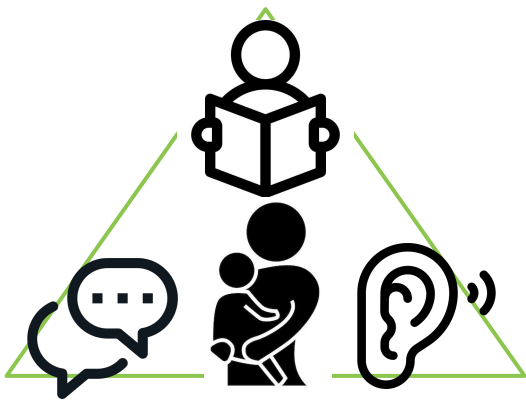
Through the support of Wraparound Services, Lanikia successfully secured a home for her family!



Advocate to increase the per child investment across all Pre-K funding sources in Shelby County to align with the national average of \$12,500 by 2030, ensuring **all teachers and caregivers have access** to high-quality supports like coaching and wraparound services

Pre-K Prepares Children for Reading and Beyond

Early Literacy is not teaching reading, but **laying the foundation** for the skills students need for **learning to read and write in later grades**



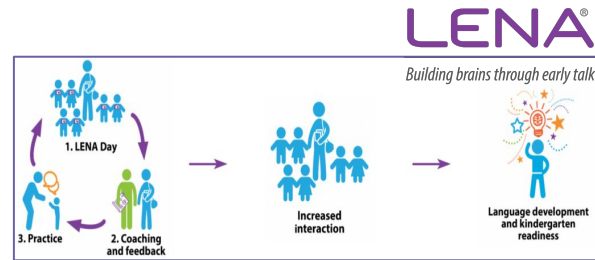
Foundational Literacy Skills:

- **Recognizing and manipulating sounds** (phonological awareness)
- **Expanding vocabulary**
- **Understanding print concepts** (reading left to right, letter and word awareness, etc.)
- **Increasing oral language** (retelling stories and engaging in pretend play)



Long-Term Benefits of a Strong Literacy Foundation:

- Academic success in K-12
- Increased high school graduation rates
- **Development of confidence needed for lifelong learning**

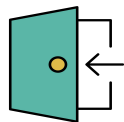


F8M is Serving EVEN MORE Students in 25-26!

PRE-K for ALL

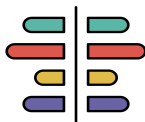
● ● ● ● ● MEMPHIS / SHELBY COUNTY

1,930 tuition-free,
high-quality Pre-K seats available
increase of 230 seats from 24-25



expanding access for
Shelby County three and
four-year-old children,
regardless of household
income

13 F8M Pre-K sites added
increase of 8 partners from 24-25



89% of new Pre-K
partners are small
business childcare
providers, promoting
alignment of
programming

\$9,483 investment per child
increase from \$9,063 in 24-25



increased per child
investment results in
higher program quality
and long-term outcomes

F8M Partners with Head Start in 25-26!

In the 25-26 school year, F8M will partner with Head Start grantee Porter-Leath as the required local funding match for federal Head Start funds, blending F8M and Head Start funding across 2,920 Pre-K seats to **expand access**, **improve quality**, and **align Pre-K providers** across Memphis and Shelby County!

Annual Federal Grant Award: \$37,230,935

Required Local Match (20%): \$7,446,187

Head Start Accountability

- **Student-Level Outcomes**

Attendance, enrollment, Pre-K academic performance, and Kindergarten readiness data will be collected and reported for all children participating in the program. These outcomes will support data-informed decision-making and continuous improvement across participating sites.

- **Financial Oversight**

Monthly financial reconciliation reports will be submitted to F8M. These reports will include detailed expenditure records and payroll documentation aligned with program participation.

- **Compliance Reporting**

All deficiencies issued by the Office of Head Start or other regulatory bodies will be reported to F8M. Formal Notices of Non-Compliance will be issued when performance falls below established thresholds, including the accumulation of multiple deficiencies or failure to meet defined quality and operational benchmarks.

- **Enrollment Prioritization**

All enrollment must follow the prioritization guidelines established by F8M to align with the Pre-K for All initiative.



**FIRST
EIGHT
MEMPHIS**

Early Care
and Education
Conference

Innovate. Inspire. Impact.

October 24-25, 2025

Memphis, TN ●●●●●



First 8 Memphis Conference

Convening Memphis and Shelby County
childcare providers, early childhood
professionals, and those who care for our
youngest learners!

Friday, October 24, 2025: Evening reception
celebrating the hard work of our ECE community!

Saturday, October 25, 2025: Convene **over 200
educators, providers, and professionals** at BRIDGES
USA for a full-day learning experience.

- Keynote Speakers
- Vendors
- Breakout Sessions
- Resources, Food

Thank you!



**FIRST
EIGHT
MEMPHIS**

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

Contact First 8 Memphis



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



**FIRST
EIGHT
MEMPHIS**

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

Resolution to allocate ARPA interest revenue for Neighborhood Groups for Anti-Blight & Beautification Efforts

WHEREAS, in October 2024, the Memphis City Council recognized National Good Neighbor Day, raising public awareness for community groups and honoring local organizations in the Memphis community; and

WHEREAS, National Good Neighbor Day was established in 1978 by U.S. President Jimmy Carter to bring neighbors together and reinforce the relationships that form the fabric of our communities with five pillars in mind: (1) Connection, (2) Invitation, (3) Celebration, (4) Awareness, and (5) Availability; and

WHEREAS, the recognition of National Good Neighbor Day, in addition to one of Mayor Paul Young's administration goals being "Clean and Attractive Neighborhoods," demonstrates the emphasis by both the Mayor and City Council to promote awareness and allocate resources toward beautifying neighborhoods to improve safety, security, and quality of life throughout the City of Memphis; and

WHEREAS, neighborhood groups play an integral role in the upkeep of neighborhoods and the active participation of residents in their communities; and

WHEREAS, the City of Memphis received Fiscal Recovery Funds as part of the American Rescue Plan Act (ARPA) from the United States Treasury Department in the amount of \$161,061,490.00; and

WHEREAS, the ARPA funds were held in escrow and have subsequently generated interest; and

WHEREAS, the Memphis City Council wishes to provide resources for projects by community groups that accelerate anti-blight and beautification efforts, enhance civic pride, improve neighborhood safety, and enhance the livability of neighborhoods across the City of Memphis.

NOW, THEREFORE BE IT RESOLVED that the Memphis City Council does hereby request that \$250,000 from American Rescue Plan Act (ARPA) interest revenue be allocated and appropriated for Anti-Blight and Beautification Efforts by Neighborhood Groups, to be housed in the City Council's Community Impact Fund line item.

Sponsor
JB Smiley, Jr.

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Sponsor
JB Smiley, Jr.

Resolution to Establish the Memphis City Council Community Grant Program for FY26

WHEREAS; the Memphis City Council desires to promote community programming and improve neighborhoods and

WHEREAS; Tenn. Code Annotated § 6-64-111 empowers the Memphis City Council to appropriate funds for the financial aid of nonprofit organizations working to promote the general welfare of Memphis residents; and

WHEREAS; nonprofit organizations and citizens work together to meet the needs of Memphians in need by extending the reach of City of Memphis Services and

WHEREAS; The Memphis City Council recognizes nonprofit agencies as valued partners in the continuing efforts to improve the lives of Memphians and

WHEREAS; it is essential to the members of the Memphis City Council to prioritize funding specialized programs congruent with the needs of the City. The Memphis City Council will be cognizant of financial requests that exceed more than fifty percent of their total operating budget and

WHEREAS; the Memphis City Council seeks to create a transparent process for the publication, application, and selection process for deserving nonprofit organizations within our City and

WHEREAS; government grants are funded by tax dollars, so stringent compliance and reporting measures will be in place to ensure the money is well-spent.

NOW, THEREFORE BE IT RESOLVED that the Memphis City Council does hereby create the Memphis City Council Community Grant Program for Fiscal Year 2026 (“FY26”) (September 2, 2025 to September 15, 2025), establishing a policy for meeting the needs of citizens and nonprofit requests for financial assistance as set forth below:

Nonprofit Organizations and Agencies working to improve the general welfare of citizens will have the opportunity to apply to the Memphis City Council Community Grant Program. The funding decisions of the Memphis City Council are final and subject to the availability of funds.

Eligibility

All applicants shall be a tax-exempt 501(c)(3) organization, with an official address listed within the City of Memphis, that has been in operation under its tax-exempt status for two years prior to the application. The organization must provide proof of current programming and a successful track record in delivering the services for which they are requesting funding within the City of Memphis. The nonprofit organization’s program should address one of the following City of Memphis priorities: Crime and Drug Prevention, Youth Empowerment, Economic Development, and Poverty. The organizations must be in compliance with State requirements and show proof of current certification status. The funds shall only be used for public use and cannot be used for political activities, to support any election or campaign or political party, or to support any group or activity that discriminates based on race, color, religion, sex, national origin, disability, or age. The Memphis City Council will not award funding in an amount that exceeds more than fifty (**50%**) percent of an organization’s expenses, as reported on the most recently filed and accepted IRS form 990EZ, 990-N, and 990.

Grant Workshop

All applicants for FY26 grant funding must attend a mandatory grant presentation workshop. The workshop will cover the necessary information and documentation required to successfully complete the grant application. At the conclusion of the workshop, applicants will receive a certificate of completion. This certificate must be uploaded with application materials for the application to be considered complete. Failure of a representative of the applicant organization to attend the workshop and submit the certificate in the application will disqualify the organization from applying for the FY26 grant program.

Application

All agencies requesting funding shall submit a complete application and presentation. Proof of nonprofit status and financial information must be submitted with an application along with a presentation that further clarifies the goals the organization intends to accomplish with their requested funds.

Only applications submitted during the application period will be considered for a Memphis City Council Community Grant for FY26.

Applications and presentations shall be submitted online using a link on the Memphis City Council website.

Applications will be available from September 2, 2025, to September 15, 2025. All completed applications must be submitted and received by Monday, September 15, 2025, at 11:59 a.m.

Late or incomplete applications will not be considered for an FY26 grant by Council Members. Organizations that submit a late or incomplete application must wait until the start of the FY27 Memphis City Council Community Grant Program to submit a new application to receive funding.

Application Review

All applications will be reviewed by the Grants Administrator and Grants Office staff following the application deadline. The staff will review applications to ensure all eligibility criteria are met. The staff shall then submit the list of qualified agencies for City Council Review for grants during FY26. All applicants must submit **either** an IRS 501(c)(3) Determination Letter **or** a Certificate of Existence from the Tennessee Secretary of State, the organization's most recently filed and accepted IRS Form 990EZ, 990-N, or 990, the IRS Form W-9, and a complete presentation, using the template provided by the City Council at the time of application submission. The IRS filing submitted must be from tax year(s) 2023 to the most recent tax year to be accepted. Verification of tax filings must come from the IRS. Letters from tax preparers and other non-IRS documentation for tax verification purposes shall not be accepted.

The name of the organization listed on all documents and IRS filings must match the applicant's name. **If the applicant's name does not match the organization identified on the Charitable Organizations filing, including all IRS documentation and/or any documentation from the Secretary of State, the application will not be considered.** The staff will evaluate applications and presentations to ensure all applications are complete, address a public need, show proof of current nonprofit status, and demonstrate a history of community involvement. Priority will be given to first-time applicants.

All documentation will be reviewed and verified through the IRS website <https://www.irs.gov/charities-non-profits/annual-filing-and-forms>

If any information contained in the application does not match the information provided to the IRS, the application will be null and void, and the applicant may not re-apply until the next fiscal year (FY2027). If any application information is found to be fraudulent or inaccurate, the organization will be ineligible to receive funding in the current fiscal year and for the next three fiscal years (FY27, FY28 and FY29).

Budget Presentation

Upon request, applicants may be asked to present before Council Members. First-time applicants are required to conduct a presentation before the Memphis City Council upon request by a Council Member in order to be eligible for a grant award.

All agencies presenting before the Budget & Audit Committee during FY26 will have an allotted time to make a budget presentation. The completed presentation template, submitted with the application, shall be used during the presentation. The template will include space to provide current contact information, how the requested funds will be used to enhance the quality of life for citizens, and financial reporting documents.

Grant Award Requirements

Before final approval of a Council resolution awarding grant funding, each member must submit a signed allocation certification form. Organizations that have been allocated funding will be notified. If the organization has not responded to the award notification within **10 business days** to provide the requested paperwork to the City of Memphis Finance Division, the award may be rescinded, and Councilmembers may reallocate funding. All documentation turned in to the City of Memphis Finance Division must be listed under the name of the registered organization that applied for the funding. All organizations must complete a direct deposit form to disburse funds if funding is awarded from the grant program. To appropriately track expenditures for reporting purposes, any award totaling less than \$10,000 must be deposited into a separate account designated for the grant funding. Any award over \$10,000 must be tracked via accounting software.

Grant Disbursement

All grant award recipients must submit a final report to the Memphis City Council and City of Memphis Finance Division by **May 4, 2026**. This report shall include an accounting of funds spent, proof of public use, and current nonprofit status.

Failure to submit a final grant report approved by the City of Memphis Finance Division will disqualify an organization from submitting an application for a City Council grant for the next fiscal year (FY27). The City of Memphis Finance Division may also request that the funds awarded to the recipient be returned to the City of Memphis.

Any approved applications for grant funds will be included in the FY26 Budget. All grant recipients are required to comply with the guidelines set forth by the City of Memphis Finance Office. **Failure to comply with the guidelines required by the Finance Division may result in forfeiture of the grant award.** Every grant recipient must accept the funds and complete an agreement with the City of Memphis Finance Division.

THEREFORE, BE IT FURTHER RESOLVED that the Memphis City Council, as a whole, will distribute the \$2,600,000 in grant funding during FY26 from the Community Initiatives Grants line item included in the Administration FY26 Budget Proposal, and each Council Member shall allocate at least seventy-five (75%) percent of his or her allotted funds by October 7th, 2025; the remaining twenty-five (25%) percent must be allocated by November 4th, 2025 to ensure adequate time for disbursement before the end of the calendar year and submission of the final grant report before the end of the fiscal year.

BE IT FURTHER RESOLVED that all allocations must take place by resolution on the following meeting dates: October 7th and November 4th of 2025, to reduce the quantity of resolutions over the course of the year.

BE IT FURTHER RESOLVED that, in the event there is a City Council vacancy, the interim Council Member may only allocate one-twelfth (1/12) per month of the funding balance that is available for that specific district, to be allocated based upon the time the individual will be filling the vacancy.

Sponsors:
Chase Carlisle



Memphis City Council Summary Sheet

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

Resolution to accept/allocate/appropriate grant funds in the amount of Four Hundred Thirty Thousand Five Hundred Dollars & Zero Cents (\$430,500) from the State of Tennessee, Tennessee State Library & Archives.

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

Library Division

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

N/A

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

ALL

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

This requires a new contract between the City of Memphis and the State of Tennessee, Office of the Secretary of State, Tennessee State Library and Archives.

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

The FY26 Budget will need amending.

G105



A Resolution to accept, allocate and appropriate grant funds in the amount of Four Hundred Thirty Thousand Five Hundred Dollars and Zero Cents (\$430,500) from the State of Tennessee, Office of the Secretary of State, Tennessee State Library and Archives.

WHEREAS, the City of Memphis, Division of Library Services, Memphis Public Libraries has received grant funds in the amount of Four Hundred Thirty Thousand Five Hundred Dollars and Zero Cents (\$430,500) from the State of Tennessee, Office of the Secretary of State, Tennessee State Library and Archives; and

WHEREAS, these funds will be used to purchase supplies, books and collection development materials; and

WHEREAS, it is necessary to amend the Fiscal Year 2026 Operating Budget to establish funds for the Supplies, Books and Collection Development Materials; and

WHEREAS, it is necessary to accept, allocate, and appropriate the grant funds in the amount of Four Hundred Thirty Thousand Five Hundred Dollars and Zero Cents (\$430,500) from the State of Tennessee, Office of the Secretary of State, Tennessee State Library and Archives for the Supplies, Books and Collection Development Materials Grant;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the Supplies, Books and Collection Development Materials Grant funds in the amount of Four Hundred Thirty Thousand Five Hundred Dollars and Zero Cents (\$430,500) from the State of Tennessee, Office of the Secretary of State, Tennessee State Library and Archives to purchase supplies, books and collection development materials be accepted by the City of Memphis;

BE IT FURTHER RESOLVED, that the Fiscal Year 2026 Operating Budget be and is hereby amended by allocating and appropriating the revenues and expenditures for the Supplies, Books and Collection Development Materials Grant funds in the amount of Four Hundred Thirty Thousand Five Hundred Dollars and Zero Cents (\$430,500) from the State of Tennessee, Office of the Secretary of State, Tennessee State Library and Archives; as follows:

Revenue

State Funds	\$	420,500.00
Federal Funds	\$	10,000.00
TOTAL	\$	430,500.00

Expenditures

Supplies, Books and Collection Development Materials	\$	<u>430,500.00</u>
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