

MLGW Agenda Committee Discussion



MLGW Committee
February 03, 2026

Fiscal Consent Totals:

1. Total Fiscal Consent Approved Amount Year-to-Date – \$15,243,404.02

Items approved by Council through 01/27/2026.

2. Total Regular/Fiscal Consent Requested Amount – \$2,259,406.67

Items requested for 02/03/2026 meeting.

3. Total Regular/Fiscal Consent Year-to-Date Amount – \$17,502,810.69

Total of approvals and requests through 02/03/2026 meetings.

Items for Feb. 3rd Agenda

Items approved by BOC on January 21st

1. Resolution approving the Board to authorize payment in the amount of \$227,000.00 as matching funds with TVAs Community Care Funds to be distributed to a local 501(c)(3) organization for utility bill assistance.
2. Resolution awarding Contract No. 12606, Data Historian Replacement to Open Systems International, Inc. in the funded amount of \$710,857.00.
3. Resolution awarding a purchase order for Quest Toad software licenses to TechnoLogyx, Inc. in the amount of \$461,065.29.
4. Resolution approving the Renewal (Change No. 4) to Contract No. 12298, Janitorial Services to Mason's Professional Cleaning Services, LLC to renew the current contract in the funded amount of \$360,484.38.
5. Resolution approving the Renewal (Change No. 3) to Contract No. 12253, On-Call Consulting Services with Allen & Hoshall, Inc. to renew the current contract in the funded amount of \$500,000.00.

Approval of matching TVA Community Care funds for customer utility assistance

- Requested Funding: \$227,000.00
- Award Duration: 1 year
- Type of Bid: N/A
- Awarded to: Neighborhood Christian Centers
- Plain Language Description: MLGW to match TVA Community Care funds awarded to Neighborhood Christian Centers for customer utility assistance.
- Impact: To assist MLGW customers in need of utility assistance.

Data Historian Replacement

- Requested Funding: \$710,857.00
- Award Duration: Five (5) years from the date of the Notice to Proceed with an option for annual maintenance and support.
- Type of Bid: RFP
- Awarded to: Open Systems International, Inc.
- Plain Language Description: This contract is to implement OSI's (Open System International) Chronos Data Historian. SCADA (Supervisory Control and Data Acquisition) utilizes a data historian to store electric, gas, and water data.
- Impact: MLGW's current data historian is end of life in 2026. This replacement is required to continue storing SCADA (Supervisory Control and Data Acquisition) data for the electric, gas, and water system.

Quest Toad Software Licenses

- Requested Funding: \$461,065.29
- Award Duration: One-Time Purchase
- Type of Bid: Sealed Bid
- Awarded to: TechnoLogyx, Inc.
- Plain Language Description: Information Services application developers use the Tool for Oracle Application Developers (TOAD) to build and manage Oracle applications and simplify the work with the Oracle databases. This tool aids with code development and data extraction. The tool also aids in automating jobs versus manual submissions and checks the code to make sure it runs quickly and securely.
- Impact: Using Toad for Oracle Application Developers will continue to increase productivity, reduce errors, and optimize database performance, resulting in lower operational costs and with improved accessibility and reliability for our Oracle environment.



Janitorial Services

- Requested Funding: \$360,484.38
- Award Duration: Fourth and the final Renewal (March 2, 2026 through March 1, 2027)
- Type of Bid: Sealed Bid
- Awarded to: Mason's Professional Cleaning Services, LLC
- Plain Language Description: This contract is for janitorial services for various MLGW facilities providing supplemental day workers.
- Impact: This contract is to assist with the cleanliness and sanitation of various MLGW facilities.

On-Call Consulting Services

- Requested Funding: \$500,000.00
- Award Duration: Third, fourth and the final renewal (March 15, 2026 through March 14, 2028)
- Type of Bid: RFQ
- Awarded to: Allen & Hoshall, Inc.
- Plain Language Description: This contract is for professional engineering services for various projects at MLGW on an as needed basis.
- Impact: This contract will provide engineering design consulting services for Facilities projects at MLGW. This will help ensure MLGW can carry on various construction projects in Facilities.

Questions



A panoramic view of the Memphis skyline at sunset. The sky is a mix of orange, yellow, and blue. In the foreground, there are several multi-story brick buildings with blue-tinted windows. A street with cars and some trees is visible. In the background, more skyscrapers are visible against the horizon.

EDGE

**ECONOMIC DEVELOPMENT
GROWTH ENGINE
FOR MEMPHIS & SHELBY COUNTY**

**Memphis City Council
Quarterly Update**

STRATEGY OVERVIEW

1

Business Retention,
Expansion, &
Recruitment

2

Business
Climate/Competitive
Positioning

3

Community
Outreach/Engagement

BUSINESS RETENTION, EXPANSION, & RECRUITMENT

1

RETAIN & EXPAND
EXISTING BUSINESS

2

TARGET
KEY INDUSTRIES

3

ASSIST WITH SITE
READINESS THROUGH
BROWNFIELD
REMEDIATION

4

MARKET MEMPHIS'
ASSETS IN
COLLABORATION
WITH STRATEGIC
PARTNERS



BUSINESS CLIMATE & COMPETITIVE POSITIONING

1

IDENTIFY PROGRAM &
PROCESS CHANGES

2

COLLABORATE TO BETTER
POSITION MEMPHIS &
SHELBY COUNTY FOR
OPPORTUNITIES

3

ASSIST BUSINESS STARTUPS &
ENTREPRENEURSHIP



COMMUNITY OUTREACH & ENGAGEMENT

1

COMMUNITY
EDUCATION TOUR

2

LOCAL
SPONSORSHIPS &
PROGRAM
COLLABORATION

3

AGENCY MARKETING
& PUBLIC REALTIONS

4

IDENTIFY STAFF
COMMUNITY
VOLUNTEER &
ENGAGEMENT
OPPORTUNITIES



GOAL

EDGE's overall goal is to continue a prominent leadership role as the lead public economic development agency for Memphis & Shelby County.

As the leader of economic activity in the Memphis Metropolitan Statistical Area, EDGE will focus on growing family sustainable wage jobs in targeted business clusters, fostering small business & neighborhood development while encouraging high standards in addition to community engagement and transparency in public economic development transactions.



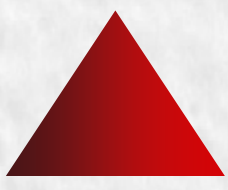
METRICS



Tracking by types of incentives (jobs created/capital investment)



Business development meetings



Community outreach/meetings & sponsorship activities

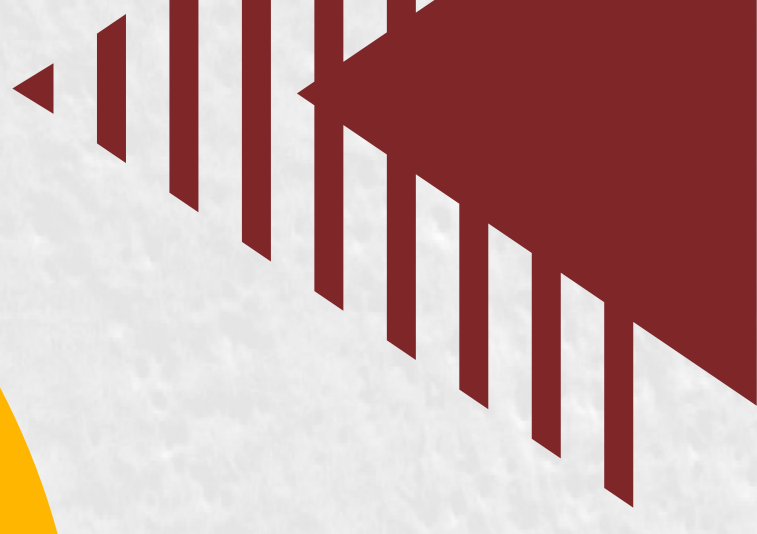


Number of available jobs
(Memphis/Shelby County)



WHAT DOES SUCCESS LOOK LIKE?

EDGE's overall goal is to continue a prominent leadership role as the lead public economic development agency for Memphis & Shelby County. As the leader of economic activity in the Memphis Metropolitan Statistical Area, EDGE will focus on growing family sustainable wage jobs in targeted business clusters, fostering small business & neighborhood development while encouraging high standards in addition to community engagement and transparency in public economic development transactions.



2024 PILOT Portfolio Update

ECONOMIC DEVELOPMENT
GROWTH ENGINE
FOR MEMPHIS & SHELBY COUNTY

EDGE

PILOT Portfolio Update

2024

Jobs		Average Wage		Capital Investment	
	Committed	Achieved	Committed	Achieved	
Active: In Ramp-up	2,040	1,572	\$63,856	\$76,890	\$456,785,828
Active: Post Ramp-up	18,029	24,165	\$52,421	\$74,911	\$3,526,849,147
Total	20,069	25,737	\$49,981.72	\$69,760	\$3,526,849,147

- Beginning in 2020, EDGE no longer includes Community Reinvestment Credit as part of Capital Investment.
- Totals rounded up to the nearest whole number/ Dollar.

Jobs

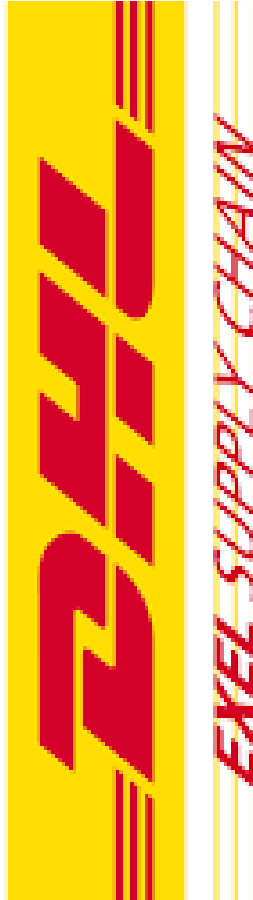
Companies that outperformed their jobs commitments by at least 50%



THE J.M. SMUCKER CO



Simply better ingredients



Wages

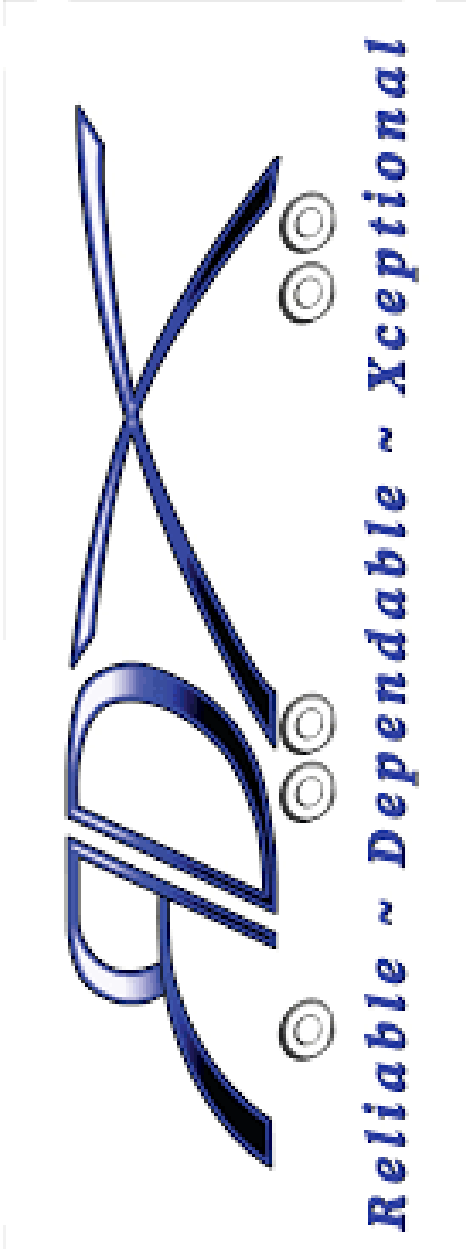
Companies that outperformed their wages commitments by at least 50%

Meotronic

NUCOR®



amazon



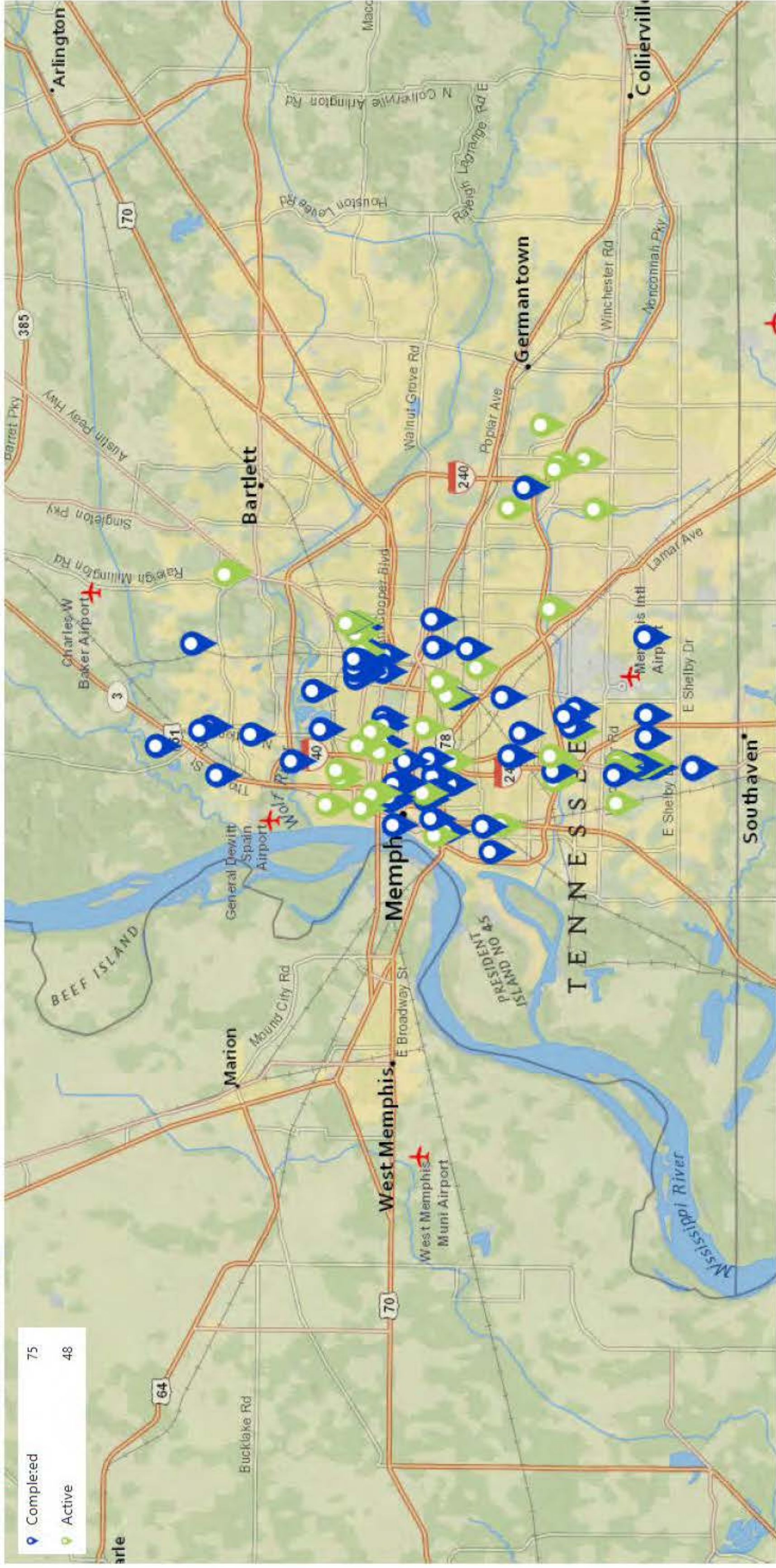
Rescored PILOTS

► 7 PILOTS either rescored and reduced or terminated.

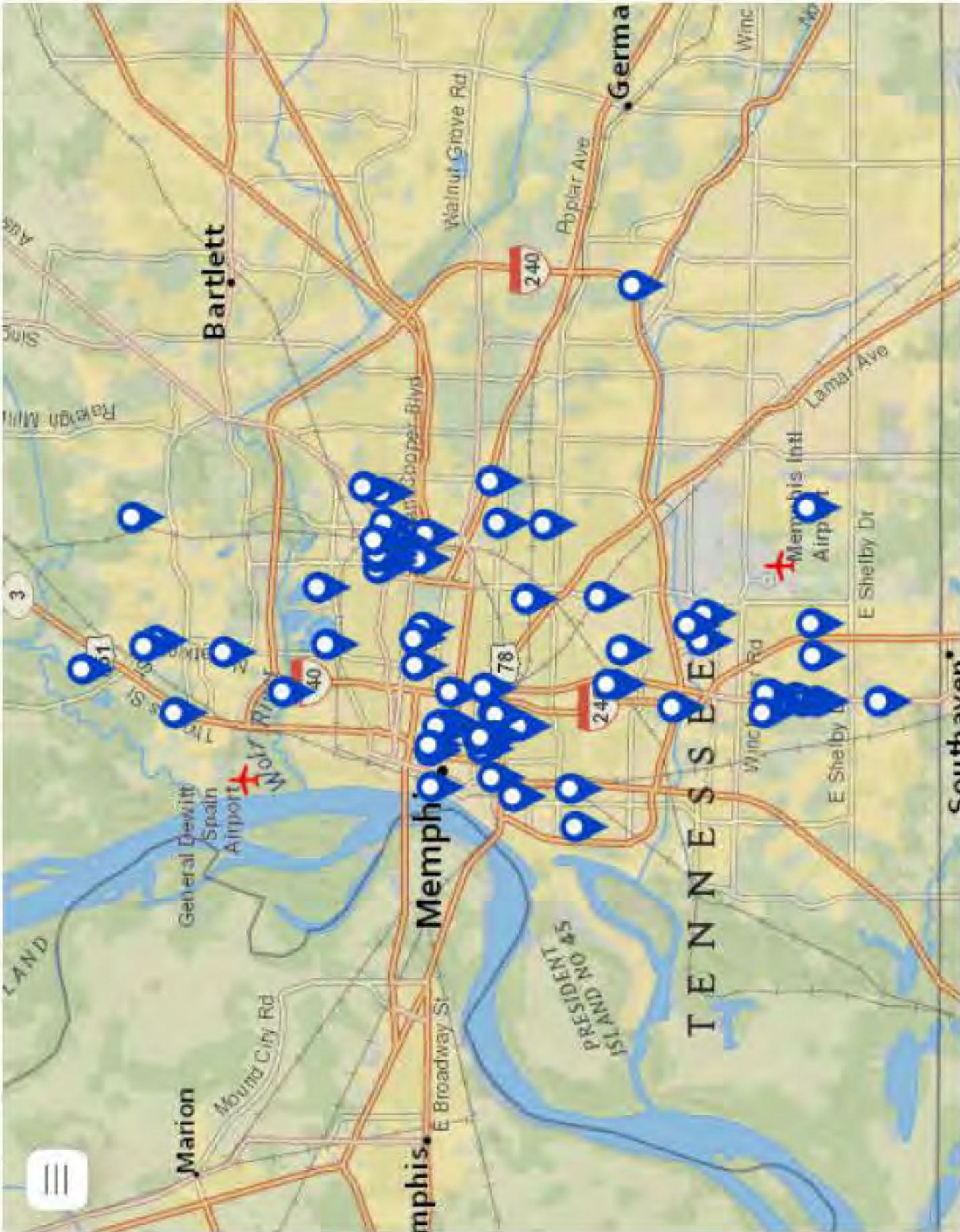
10b. Small Business Loan Performance & Compliance Update



EDGE Small Business Loans Map



Completed SLBs Map



National Geographic, Esri, Garmin, HERE, UNEP-WCMC, USGS, NASA, ESA, METI, NRCAN, GEBCO, NOAA, ... Powered by Esri

75

Total Completed SLBs

Served Across:

16

Unique Zip Codes

Year

2014

2021

ZIP Codes

All

ZIP Codes

Neighborhood

38103

Downtown

38104, 38112

Midtown

38105

Uptown/Medical District

38106, 38126

South Memphis

38107, 38108

North Memphis

38109

Westwood

38111, 38117, 38119

East Memphis

38114

Orange Mound

38115, 38141

Hickory Hill

38116

Whitehaven

38118

Oakhaven/Parkway Village

38122

Berclair/Highland Heights

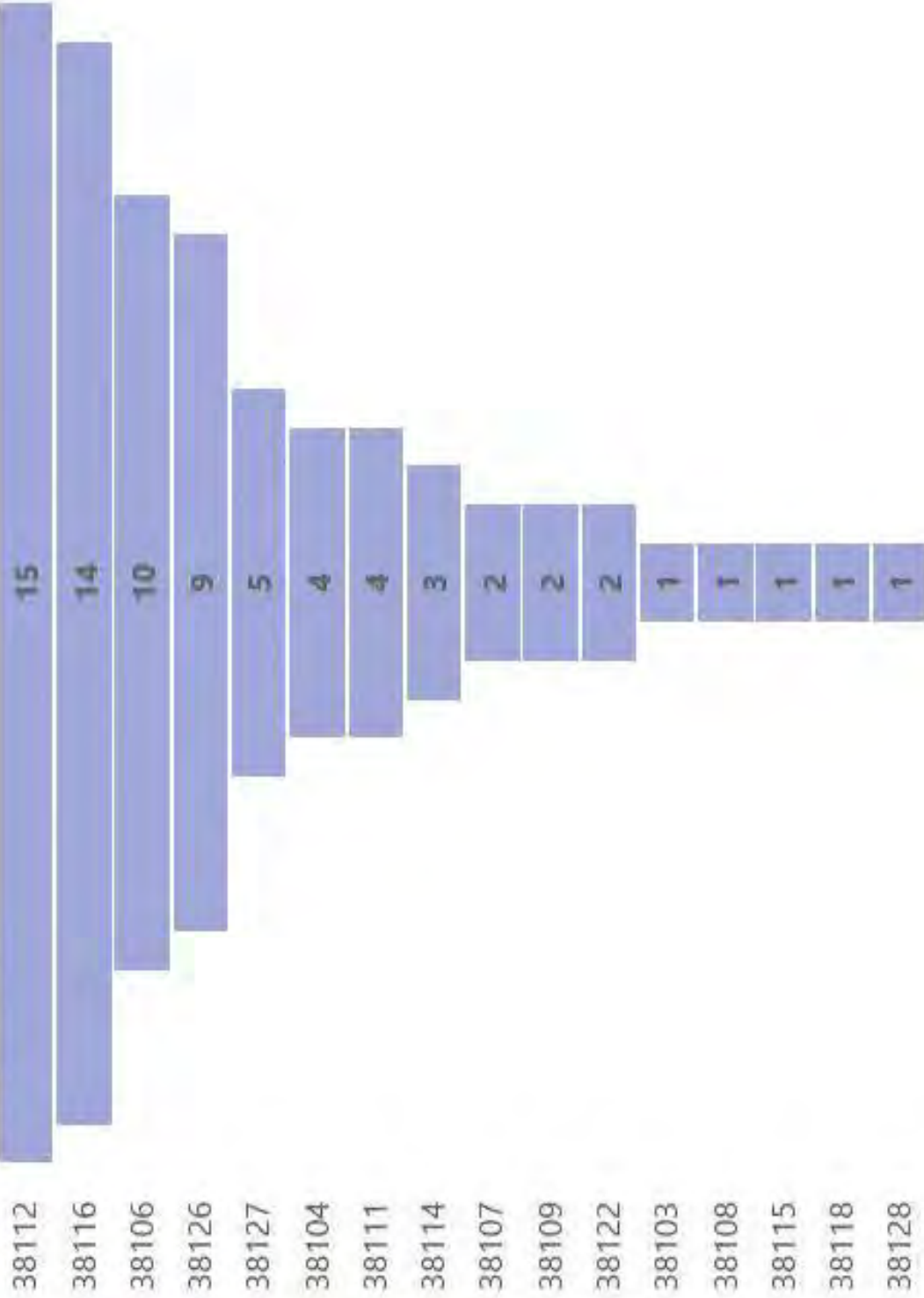
38127

Frayser

38128

Raleigh

ZIP Code Breakdown



Active SLBs Map



National Geographic, Esri, Garmin, HERE, UNEP-WCMC, USGS, NASA, ESA, METI, NRCAN, GEB... Powered by Esri

Area ZIP Code Guide	
ZIP Codes	Neighborhood
38103	Downtown
38104, 38112	Midtown
38105	Uptown/Medical District
38106, 38126	South Memphis
38107, 38108	North Memphis
38109	Westwood
38111, 38117, 38119	East Memphis
38114	Orange Mound
38115, 38141	Hickory Hill
38116	Whitehaven
38118	Oakhaven/Parkway Village
38122	Berclair/Highland Heights
38127	Frayser
38128	Raleigh

Year

2022

2023

2024

2025

Total Active Loans

48

Served Across:

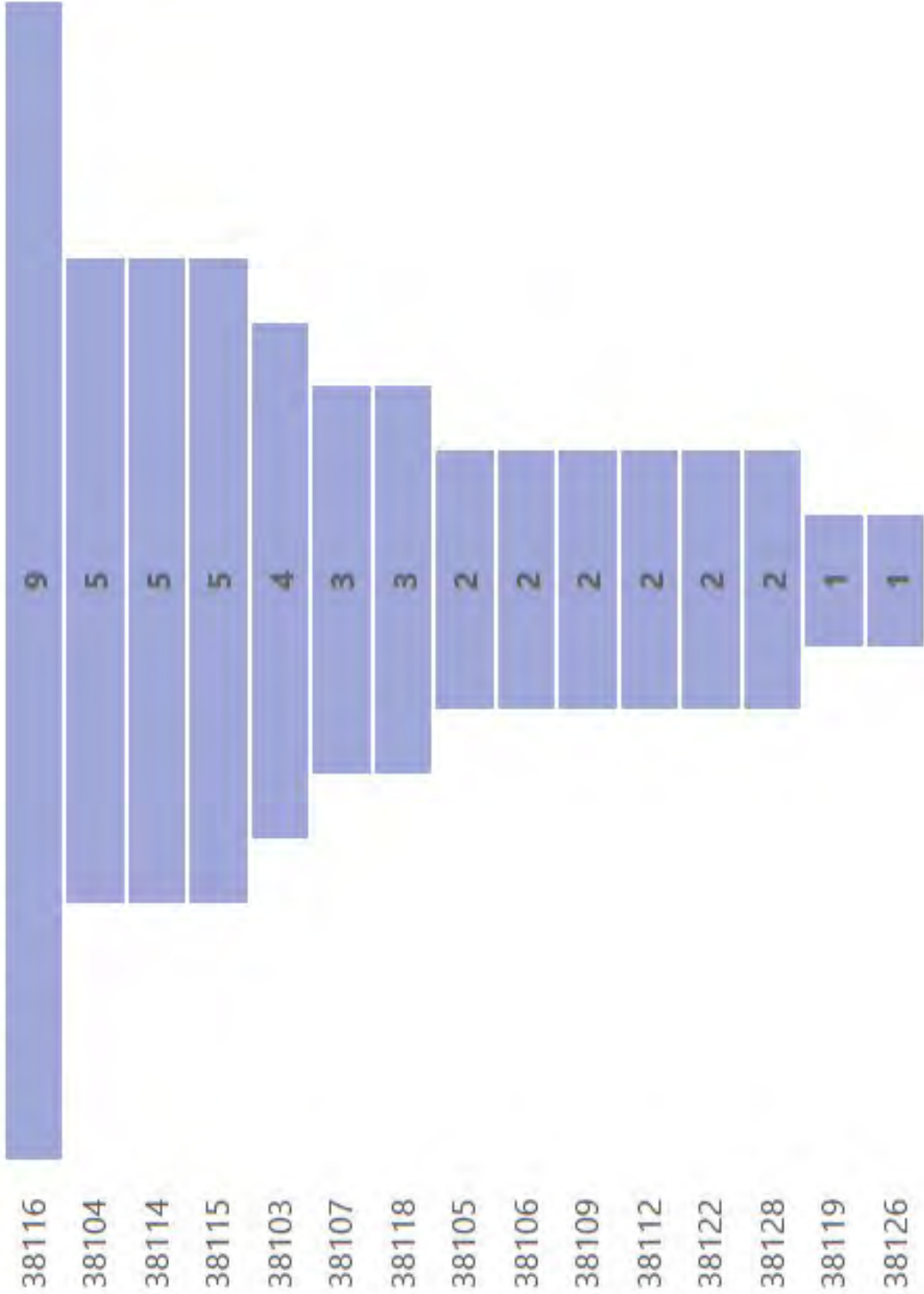
ZipCode

All

Unique Zip Codes

15

ZIP Code Breakdown



ENTREPRENEURSHIP CITY

WHERE GRIT Meets GROWTH



ENTREPRENEURSHIP CITY

WHERE GRIIT Meets GROWTH





ECONOMIC DEVELOPMENT
GROWTH ENGINE
FOR MEMPHIS & SHELBY COUNTY

Regional Development & Community

Recognition Breakfast

2025



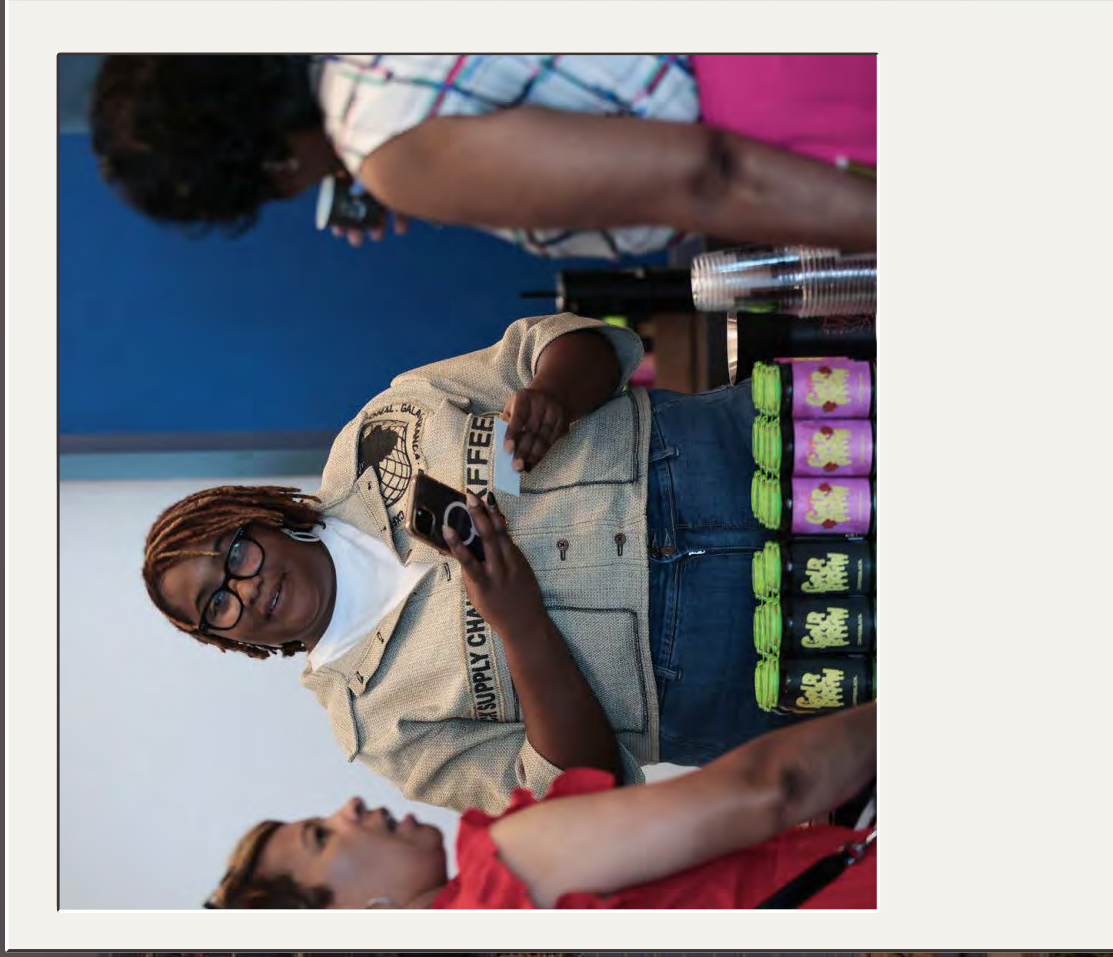
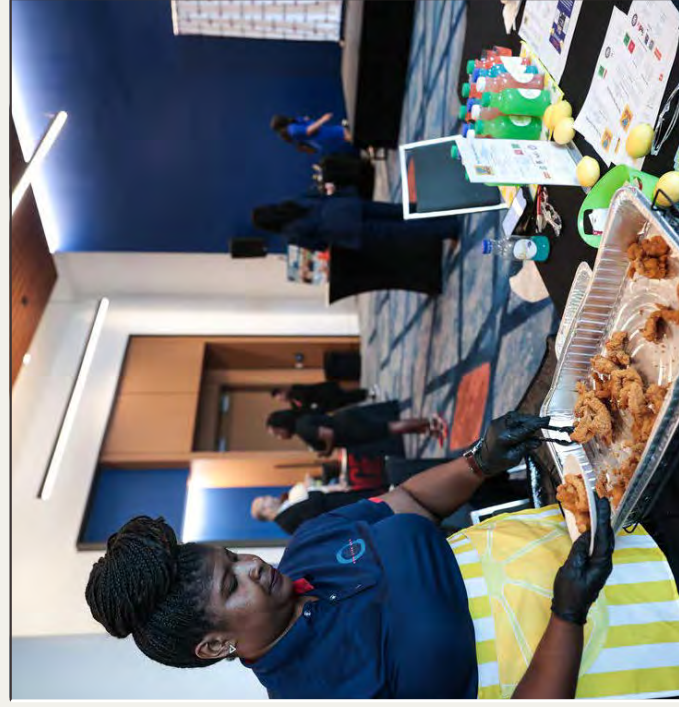




ECONOMIC DEVELOPMENT
GROWTH ENGINE
FOR MEMPHIS & SHELBY COUNTY

SMALL BUSINESSES

Expo

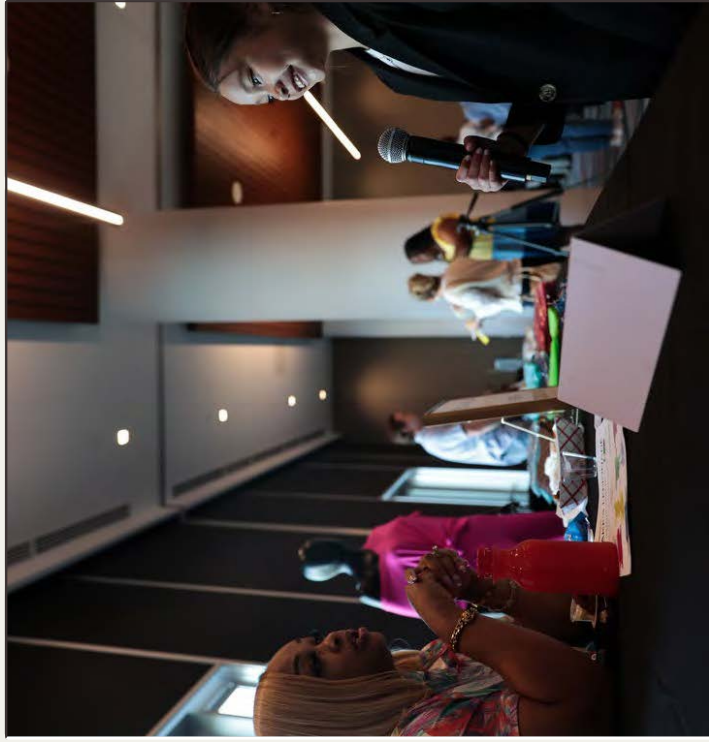




ECONOMIC DEVELOPMENT
GROWTH ENGINE
FOR MEMPHIS & SHELBY COUNTY

SMALL BUSINESSES

Expo





Brownfield Revolving Loan Fund Lunch and Learn



EDGE

ECONOMIC DEVELOPMENT
GROWTH ENGINE
FOR MEMPHIS & SHELBY COUNTY

Community Engagement



EDGE ECONOMIC DEVELOPMENT
GROWTH ENGINE
FOR MEMPHIS & SHELBY COUNTY

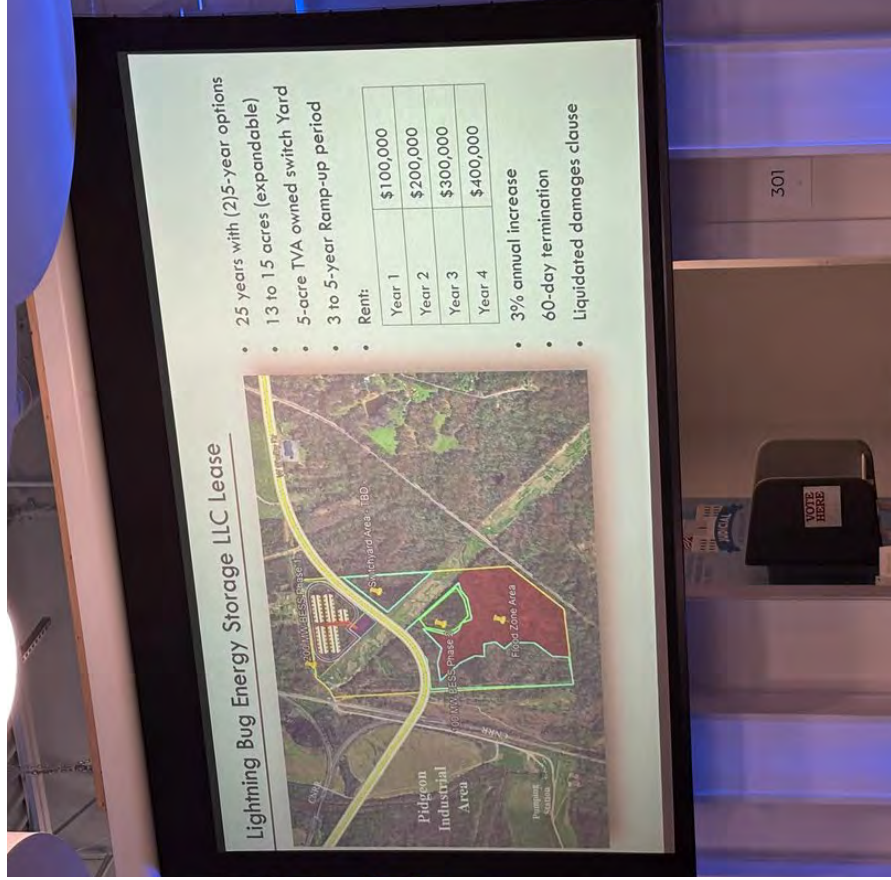
Community Engagement





EDGE

ECONOMIC DEVELOPMENT
GROWTH ENGINE
FOR MEMPHIS & SHELBY COUNTY

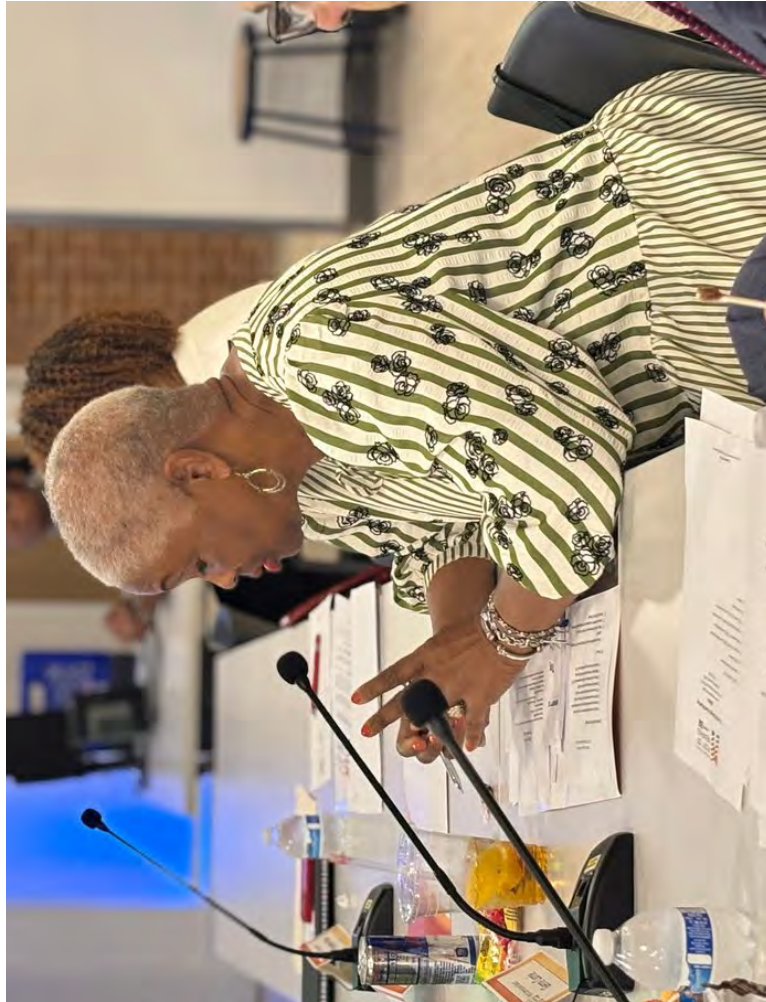


Year 1	\$100,000
Year 2	\$200,000
Year 3	\$300,000
Year 4	\$400,000

- 25 years with (2) 5-year options
- 13 to 15 acres (expandable)
- 5-acre TVA owned switch Yard
- 3 to 5-year Ramp-up period
- Rent:
- 3% annual increase
- 60-day termination
- Liquidated damages clause

EDGE

ECONOMIC DEVELOPMENT
GROWTH ENGINE
FOR MEMPHIS & SHELBY COUNTY





Memphis City Council Summary Sheet

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

This is a Resolution to transfer and appropriate additional construction funds in the amount of \$2,119,055.40 from Drainage – ST Coverline, Project Number ST03205 to Morningside Drain Improvement, Project Number ST02032 to fund project expense increase for upgrades to the drainage system in the Morningside Place Neighborhood.

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

Public Works with Engineering administering the project.

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

The Council of the City of Memphis approved a Resolution awarding a construction contract to Wagner General Contractors on September 09, 2025, in the amount of \$3,025,368.50 for upgrades to the drainage system in the Morningside Place Neighborhood.

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

Project located in Council District 5 and Super District 9.

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

This requires a new construction contract.

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

This requires an expenditure of \$2,119,055.40 to cover additional construction cost and the 10% contingency required. Funded by Stormwater WIFIA Loan.



RESOLUTION

G177

This is a Resolution to transfer and appropriate additional construction funds in the amount of \$2,119,055.40 from Drainage – ST Coverline, Project Number ST03205 to Morningside Drain Improvement, Project Number ST02032 to fund project expense increase for upgrades to the drainage system in the Morningside Place Neighborhood. This project is in Council District 5 and Super District 9.

WHEREAS, the Council of the City of Memphis approved the Drainage – ST Coverline, Project Number ST03205 and Morningside Drain Improvement, Project Number ST02032 as part of the Fiscal Year 2026 Capital Improvement Budget; and

WHEREAS, bids were originally received on July 2, 2025, for upgrading the drainage system in the Morningside Place Neighborhood with the lowest complying bid being \$2,750,335.00 submitted by Wagner General Contractors; and

WHEREAS, the Council of the City of Memphis approved a Resolution awarding and appropriating construction funds to Wagner General Contractors on September 09, 2025; and

WHEREAS, Wagner General Contractors withdrew their bid on October 31, 2025, through an option outlined in the bid bond agreement; and

WHEREAS, bids were resubmitted and received on December 12, 2025, with the lowest complying bid being \$4,676,749.00 submitted by Vucon, LLC for upgrades to the drainage system in the Morningside Place Neighborhood; and

WHEREAS, it is necessary to transfer and appropriate additional construction allocation in the amount of \$2,119,055.40 funded by Federal Grants CIP from Drainage – ST Coverline, Project Number ST03205 to Morningside Drain Improvements, Project Number ST02032, 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 an additional construction allocation in the amount of \$2,119,055.40 funded by Federal Grants CIP from Drainage – ST Coverline, Project Number ST03205 to Morningside Drain Improvement, Project Number ST02032 for the purpose as stated; and

BE IT FURTHER RESOLVED that there be and is hereby appropriated the sum of \$2,119,055.40 funded by Federal Grants CIP chargeable to the FY 2026 Capital Improvement Budget and credited as follows:

Project Title:	Morningside Drain Improvement
Project Number :	ST02032
Additional Amount Requested:	\$2,119,055.40

G114



RESOLUTION

This is a Resolution to transfer and appropriate construction funds in the amount of \$3,025,368.50 from Drainage – ST Coverline, Project Number ST03205 to Morningside Drain Improvement, Project Number ST02032 for upgrading the drainage system in the Morningside Place Neighborhood. This project is in Council District 5 and Super District 9.

WHEREAS, the Council of the City of Memphis approved Drainage – ST Coverline, Project Number ST03205 and Morningside Drain Improvement, Project Number ST02032 as part of the Fiscal Year 2026 Capital Improvement Budget; and

WHEREAS, bids were received on July 2, 2025, for upgrading the drainage system in the Morningside Place Neighborhood with the lowest complying bid being \$2,750,335.00 submitted, by Wagner General Contractors; and

WHEREAS, it is necessary to transfer a construction allocation in the amount of \$3,025,368.50 funded by Federal Grants CIP (WIFIA Loan) from Drainage – ST Coverline, Project Number ST03205 to Morningside Drain Improvement, Project Number ST02032, for the purpose as stated above; and

WHEREAS, it is necessary to appropriate construction funding in amount of \$3,025,368.50 funded by Federal Grants CIP (WIFIA Loan) from Drainage – ST Coverline, Project Number ST03205 to Morningside Drain Improvement, Project Number ST02032 for the purpose as stated above as follows:

Contract Amount:	\$2,750,335.00
Project Contingencies:	<u>\$275,033.50</u>
Total Amount:	<u>\$3,025,368.50</u>

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 \$3,025,368.50 funded by Federal Grants CIP (WIFIA Loan) from Drainage – ST Coverline, Project Number ST03205 to Morningside Drain Improvement, Project Number ST02032 for the purpose as stated above; and

BE IT FURTHER RESOLVED that there be and is hereby appropriated the sum of \$3,025,368.50 funded by Federal Grants CIP (WIFIA Loan) chargeable to the FY 2026 Capital Improvement Budget and credited as follows:

Project Title:	Morningside Drain Improvement
Project Number:	ST02032
Amount:	\$3,025,368.50

I hereby certify that the foregoing is a true copy and document was adopted, approved by the Council of the City of Memphis in regular session on

Date SEP 09 2025

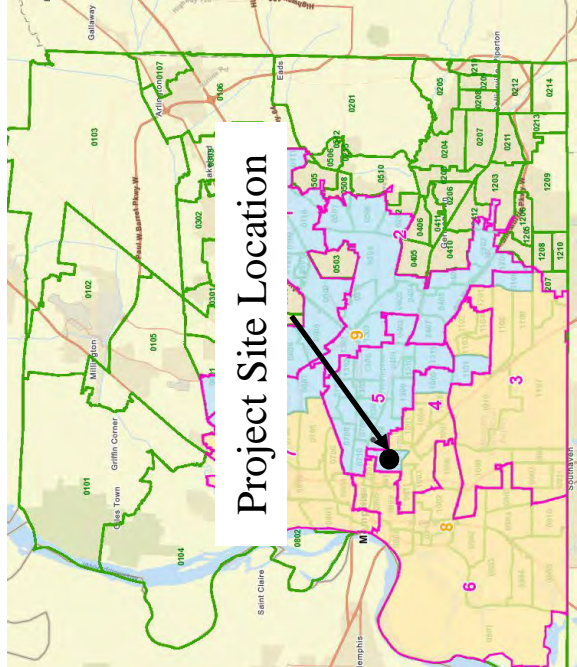
Valerie C. Sripes

Deputy Comptroller-Council Records

Pub. Works
Grants
Comp. Off.
Bus. Acc.
Budget
Finance
H. 25

Morningside Place Drainage Improvements

ST02032



- **Project Description:**
 - Project includes the removal and replacement of approximately 4,200 linear feet of reinforced concrete pipe (RCP). Additionally, 22 new inlets will be installed to improve drainage within the Morningside Place neighborhood. The new infrastructure will be implemented within Morningside Place neighborhood, along East Parkway, and tie into the existing system at Monroe Rd.
- **Original Resolution**
 - Passed September 9, 2025
 - Amount: \$3,025,368.50 (Funded via the Stormwater WIFIA Loan)
 - Original contractor withdrew their bid on October 31, 2025 per an option outlined in the bid bond agreement
 - City re-bid project December 12, 2025
 - New low bid: \$5,144,424
 - **Project Funding Being Requested: \$2,119,055.4**
 - To be funded via the Stormwater WIFIA Loan



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 \$390,279.33 to initiate construction on the Hanley Elementary School Pedestrian Safety Enhancement Project (EN01065).

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 4, 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 EN01065 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 \$390,279.33.

G176



A resolution amending the FY26 CIP Budget by accepting additional Federal grant funding from the Tennessee Department of Transportation (TDOT) and appropriating \$390,279.33 to initiate construction on the Hanley Elementary School Pedestrian Safety Enhancement Project (EN01065).

WHEREAS, the Tennessee Department of Transportation has awarded \$390,279.33 in additional Federal grant funding for the construction phase of the Hanley Elementary School Pedestrian Safety Enhancement Project (EN01065); and

WHEREAS, it is necessary to accept the grant funding and amend the Fiscal Year 2026 CIP Budget to initiate construction on the Hanley Elementary School Pedestrian Safety Enhancement Project (EN01065); and

WHEREAS, it is necessary to appropriate funding in the amount of Three Hundred and Ninety Thousand, Two Hundred and Seventy-Nine Dollars and 33/100 (\$390,279.33) for the Hanley Elementary School Pedestrian Safety Enhancement Project (EN01065); and

WHEREAS, this appropriation would allow the encumbrance of funding for a construction contract with Bluff City Construction.

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 \$390,279.33 for the Hanley Elementary School Pedestrian Safety Enhancement Project (EN01065).

BE IT FURTHER RESOLVED that the fiscal year 2026 CIP Budget be and is hereby amended by appropriating the Expenditures and Revenues for the Hanley Elementary School Pedestrian Safety Enhancement Project (EN01065) in the amount of \$390,279.33 as follows:

Revenue

TDOT (Grant Funding)	\$390,279.33
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Expenditure

Contract A&E (CEI)	\$162,956.77
Contract Construction	<u>\$227,322.56</u>
	\$390,279.33

Resolution to Accept Grant



A resolution amending the FY26 CIP Budget by accepting additional Federal grant funding from the Tennessee Department of Transportation (TDOT) and appropriating \$390,279.33 to initiate construction on the Hanley Elementary School Pedestrian Safety Enhancement Project (EN01065). **Council District 4, and Super District 8.** Sponsored by Engineering. **(Request for Same Night Minutes)**

- **Division:** Engineering
- **Name of Grantor:** Tennessee Department of Transportation
- **Funding Amount:** \$ 390,279.33
- **Award Duration:** January 2015 - August 2027
- **Award Type:** Federal Grants
- **Plain Language Description:** Funding to start construction on a school safety project
- **Impact:** The subject grant provides for pedestrian safety improvements within the vicinity of Hanley Elementary School. Improvements include the installation of new sidewalk, high visibility crosswalks, and new signage.
- **Use of Funds:** \$390,279.33 for construction

Hanley Elementary School Pedestrian Safety Enhancement Project

EN01065



PROJECT SITE LOCATION

<u>Revenue</u>	
TDOT (Grant Funding)	\$390,279.33
<u>Expenditure</u>	
Contract A&E (CEI)	\$162,956.77
Contract Construction	\$227,322.56
Total:	\$390,279.33

Total Project Construction Amount: \$973,025.34



Memphis City Council Summary Sheet

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

A resolution amending the FY26 CIP Budget by transferring appropriated funds from Architecture and Engineering to Construction Contract in the amount of \$165,692.72 to initiate construction on the STP Pedestrian Routes Project (EN01036).

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 1, District 4, District 5, District 7 and 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.

The transfer will require an amendment to the FY26 Capital Budget to transfer funds in the amount of \$165,692.72



P110 & G179

A resolution amending the FY26 CIP Budget by transferring \$165,692.72 of appropriated funds from Architecture and Engineering to Contract Construction for the STP Pedestrian Routes Project (EN01036).

WHEREAS, the current FY26 CIP budget has \$565,687.55 appropriated in Architecture and Engineering and \$445,297.00 appropriated in Contract Construction for the STP Pedestrian Routes Project (EN01036); and

WHEREAS, it is necessary to transfer funds in the amount of \$165,692.72 from Architecture and Engineering to Contract Construction to initiate construction of the STP Pedestrian Routes Project (EN01036); and

WHEREAS, this project will provide pedestrian safety improvements including enhanced crosswalks and sidewalk modifications at (3) locations (Mimosa Ave. at Carpenter St., Kimball Ave. near Semmes St., and Rangeline Rd. at Orman Ave.); and

WHEREAS, this transfer would allow the encumbrance of funding for a construction contract with Bluff City Construction; and

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 transferring funds from Architecture and Engineering to Contract Construction in the amount of \$165,692.72 for the STP Pedestrian Routes Project (EN01036).

BE IT FURTHER RESOLVED that the fiscal year 2026 CIP Budget be and is hereby amended by transferring the Expenditures and Revenues for the STP Pedestrian Routes Project (EN01036) in the amount of \$165,692.72 as follows:

Revenue

TDOT (Grant Funding)

\$ 132,747.93

G.O. Bond

\$ 32,944.79

Expenditure

Contract Construction

\$ 165,692.72

Resolution to Transfer CIP Funds

A resolution amending the FY26 CIP Budget by transferring appropriated funds from Architecture and Engineering to Construction Contract in the amount of \$165,692.72 to initiate construction on the STP Pedestrian Routes Project (EN01036). **Council District 1, District 4, District 5, District 7 and Super District 9. Sponsored by Engineering. (Request for Same Night Minutes)**

- **Division:** Engineering
- **Funding Amount:** \$165,692.72
- **Budget Impact:** Amendment to FY26 CIP Budget – transferring available A/E funds to contract construction from the same project
- **Project with Available Funds & Why:** STP Pedestrian Routes Project (EN01036)
- **Project(s) Receiving Funds & Why:** STP Pedestrian Routes Project (EN01036) – Same Project As Above
- **See following slide(s) for project details:**
 - Project Description & Impact
 - Project Status & Timeline
 - Use of Funds

STP Pedestrian Routes Project

EN01036

Project Description: Project will provide pedestrian safety improvements including enhanced crosswalks and sidewalk modifications at (3) locations (Mimosa Ave. at Carpenter St., Kimball Ave. near Semmes St., and Range Line Rd. at Orman Ave.) Funds will be used to initiate contract construction with Bluff City Construction. Projected completion is 2027.

<u>Revenue</u>	
TDOT (Grant Funding)	\$ 132,747.93
G.O. Bond	\$ 32,944.79
<u>Expenditure</u>	
Contract Construction	\$ 165,692.72
Total:	\$165,692.72

Total Project Construction Amount: \$753,279.56



KIMBALL AVE FROM SEMMES TO ALAMO



MIMOSA AVE AT CARPENTER ST



RANGELINE RD AT ORMAN AVE



T-190

Memphis City Council Summary Sheet

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

This is a Resolution requesting the approval for the sale of 15 City-owned vacant parcels located at: 2944 Birchdale Drive (Parcel # 072029 00029), 1805 Woodburn Drive (Parcel # 071007 00009), 1307 College Street (Parcel # 014032 00008), 681 Edith Avenue , (Parcel # 025037 00007), 1390 Standridge Street (Parcel # 042055 00044), 3280 Forest Glen Cove (Parcel # 073041 E00058), 461 E. Essex Avenue (Parcel# 034019 00002), 1267 Wellington Street (Parcel # 013055 00035), 1750 Pendleton Street (Parcel # 059011 00072), 1360 Cella Street (Parcel # 061019 00033), 1644 N. Hollywood Street (Parcel # 042067 00033), 1045 Semmes Avenue (Parcel # 059005 00026), 889 Porter Street (Parcel # 014010 00051), 726 Bullington Avenue (Parcel # 025071 00050) 0 Southern Avenue (Parcel # 031113 00002) Memphis, Shelby County, Tennessee. The proposed sale will be executed pursuant to the Mow-to-Own Program as described in Ordinance 2-16-2 and the approved Memorandum of Understanding (MOU).

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

General Services

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

This item does not change an existing ordinance.

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

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

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

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

T-190

"EXHIBIT A"

1. 2944 Birchdale Drive (Parcel # 072029 00029)- Participant: Elnora Shinault-
Sales Price:\$3,000.00 (District 7-Super District 8)
2. 1805 Woodburn Drive (Parcel # 071007 00009) Participant: Ms. Jerry A. Neal-
Sales Price \$4000. (District 7-Super District 8)
3. 1307 College Street (Parcel ## 014032 00008)-Participant: Antoinette M. Ozier
Sales Price \$2,500.00 (District 4-Super District 8)
4. 681 Edith Avenue (Parcel # 025037 00007)- Participant: James McGregory-
Sales Price-\$3,500.00 (District 4-Super District 8)
5. 1390 Standridge Street (Parcel # 042055 00044)- Participant: Zen Yari Winters
Sales Price-\$2,500.00 (District 7-Super District 8)
6. 3280 Forest Glen Cove (Parcel # 073041 E00058)-Participant: Timara Barton-
Sales Price-\$4,000.00 (District 3-Super District 8)
7. 461 Essex Avenue (Parcel# 034019 00002)- Participant: Ronald Odom-
Sales Price-\$2,500.00 (District 6-Super District 8)
8. 1267 Wellington (Parcel # 013055 00035)-Participant: Mansa Henley-
Sales Price- \$3,000.00 (District 6-Super District 8)
9. 1750 Pendleton Street (Parcel # 059011 00072) – Participant: Will Lewis-
Sales Price: \$4,000.00 (District 4-Super District 8)
10. 1360 Cella Street (Parcel # 061019 00033) Participant: Sheber C. Smith-
Sales Price: \$3,000.00 (District 4-Super District 8)
11. 1644 N. Hollywood St (Parcel # 042067 00033) Participants: Nefertiti Houston
and Orlish Newsom- Sales Price-\$2,800.00 (District 7-Super District 8)
12. 1045 Semmes Avenue (Parcel # 059005 00026) Participants: Edie B. Maxwell &
Lamonte Maxwell -Sales Price: \$4,000.00 (District 4-Super District 8)
13. 889 Porter Street (Parcel # 014010 00051) Participant: New Mt. Olive MB Church-
Sales Price\$2,700.00 (District 6-Super District 8)
14. 726 Bullington Avenue (Parcel # 025071 00050) Participant: Ramon O. Chaparro &
Deborah Morenao - Sales Price: \$2,900.00
15. 0 Southern Avenue (Parcel # 031113 00002) Participant: MINC -Sales Price: \$4,000.00



City Council Resolution

T-190

A Resolution approving the transfer of 15 City-owned vacant parcels to the Mow-to-Own Program.

WHEREAS the City of Memphis is transferring 15 vacant parcels to adjoining property owners to participate in the Mow to Own Program; and .

WHEREAS the participants have completed the Memorandum of Understanding and paid the \$175.00 application fee; and

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

WHEREAS it is deemed to be in the best interest of the Citizens of the City of Memphis and County of Shelby that the following sales be accepted into the Mow to Own Program subject to City Ordinance 2-16-2 as well as the terms and conditions in the Memorandum of Understanding for the following parcels:

1. 2944 Birchdale Drive (Parcel # 072029 00029)-Participant: Elnora Shinault- Sales Price: \$3,000.00
2. 1805 Woodburn Drive (Parcel # 071007 00009)-Participant: Ms. Jerry A. Neal-Sales Price: \$4000.00
3. 1307 College Street (Parcel ## 014032 00008)-Participant: Antoinette M. Ozier-Sales Price: \$2,500.00
4. 681 Edith Avenue (Parcel # 025037 00007)- Participant: James McGregory- Sales Price: \$3,500.00
5. 1390 Standridge Street (Parcel # 042055 00044)- Participant: Zen Yari Winters- Sales Price: \$2,500.00
6. 3280 Forest Glen Cove (Parcel # 073041 E00058)-Participant: Timara Barton-Sales Price: \$4,000.00
7. 461 Essex Avenue (Parcel# 034019 00002)- Participant: Ronald Odom-Sales Price: \$2,500.00
8. 1267 Wellington (Parcel # 013055 00035)-Participant: Mansa Henley-Sales Price: \$3,000.00
9. 1750 Pendleton Street (Parcel # 059011 00072) – Participant: Will Lewis-Sales Price: \$4,000.00
10. 1360 Cella Street (Parcel # 061019 00033) Participant: Sheber C. Smith-Sales Price: \$3,000.00
11. 1644 N. Hollywood St (Parcel # 042067 00033) Participants: Nefertiti Houston and Orlish Newsom
Sales Price: \$2,800.00
12. 1045 Semmes Avenue (Parcel # 059005 00026) Participants: Edie B. Maxwell & Lamonte Maxwell
Sales Price: \$4,000.00
13. 889 Porter Street (Parcel # 014010 00051) Participant: New Mt. Olive MB Church-
Sales Price: \$2,700.00
14. 726 Bullington Avenue (Parcel # 025071 00050) Participant: Ramon O. Chaparro & Deborah
Morenao- Sales Price: \$2,900
15. 0 Southern Avenue (Parcel # 031113 00002) Participant: MINC – Sales Price: \$4,000

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis, the described parcels be hereby approved for sale subject to the City Ordinance 2-16-2 (Mow-to-Own Program) which states in part, "The manager of the city real estate department shall be authorized to sell tax adjudicated vacant property that adjoining property owners have maintained and are able to purchase through credits and

T-190

pursuant to the terms of a Memorandum of Understanding (MOU), see attached signed and executed MOU.”

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

Revised 2-18-16

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is hereby entered into this 3rd day of January, 2024, by and between the **City of Memphis, TN**, a Tennessee municipal corporation, by and through its Department of General Services, ("Seller"), **Elnora Shinault** ("Purchaser"), which are collectively referred to as the "Parties".

RECITALS

- A. **WHEREAS**, the City's Department of General Services instituted a Mow to Own Program ("Program") as part of the City of Memphis' ongoing efforts to improve neighborhoods by returning vacant, abandoned, and underutilized properties into productive community assets; and,
- B. **WHEREAS**, under the Program homeowners may qualify and be approved for the purchase of vacant lot(s) adjacent to their home; and
- C. **WHEREAS**, under the Program non-profit organizations that are registered and in good standing with the State of Tennessee, that are existing stakeholders within the same neighborhood as specific vacant lots may qualify and be approved for purchase thereof; and,
- D. **WHEREAS**, the Purchaser has successfully submitted an application, to the Seller, attached here to and made a part here of and marked "Exhibit A" ("Application"), outlining the Purchaser's maintenance program of the specific vacant lot(s) identified as "Exhibit B" attached here to and made a part hereof; and,
- E. **WHEREAS**, in exchange for the Purchaser's commitment to maintain the vacant lot(s), the Seller agrees to permit the non-exclusive use thereof; and,
- F. **WHEREAS**, the Parties are in agreement and desire to memorialize their intentions relative to the purchase of the vacant lot(s); and,

NOW, THEREFORE, subject to subsequent approval of Memphis City Council, the Parties hereby agree as follows:

- 1. Subject to all terms and conditions of this MOU and the Application, the Seller may submit to the Memphis City Council a resolution requesting authority to sell, "As-Is Where-Is" by quitclaim deed, the following real property ("Property") to the Purchaser:

Tax Parcel No 072029 00029

Revised 2-18-16

Commonly known as 2944 Birchdale Drive, Memphis, TN 38127

Situated in the County of Shelby, in the State of Tennessee, and in the City of Memphis and bounded and described as follows:

Lot 626, Fourth Addition, Rugby Estates Land Company's Subdivision, as shown on Plat of record in Plat Book 6, page 88, of the Register's Office of Shelby County, Tennessee, to which plat reference is hereby made for a more particularly description of said property.

2. Purchaser shall pay the Seller the recording fee to the Shelby County Register.
3. The Seller will credit to the Purchaser at the time of conveyance, the sum not to exceed One Thousand Three Hundred and Fifty Dollars and 00/100 U.S. Dollars (\$1,350.00) against the agreed upon purchase price, for the value of the maintenance made to the Property according to the Application. If this MOU is terminated for any reason or if the sale of the Property is not approved by Memphis City Council, Purchaser agrees that it shall not be reimbursed or compensated for any maintenance undertaken on the Property.
4. Until conveyance of the Property to the Purchaser, Purchaser may only have non-exclusive rights of access and use of the Property consistent with the terms of this MOU and the Application. Purchaser shall not permit any waste or damage to Property and shall not occupy or use the Property for any purposes that are unlawful, hazardous, unsanitary, noxious, or offensive.
5. Purchaser shall not conduct any business on the Property for profit or otherwise, except for the permitted access and maintenance uses described in this MOU.
6. Purchaser shall not store or use petroleum-based products, fertilizers, pesticides, or other chemicals on the Property, while the Property is still owned by the Seller.
7. No alcoholic beverages or controlled substances of any kind shall be permitted, consumed, used, or kept on the Property, while the Property is still owned by the Seller.
8. At the time the Quit Claim deed is recorded, the City shall submit the necessary application with the Shelby County Assessor's Office to combine the Property with the Purchaser's existing adjacent property, if applicable.
9. Purchaser shall continue to maintain the Property in a manner consistent with the Application and all local, state, and federal laws, regulations, and property/housing/zoning codes.

Revised 2-18-16

10. Purchaser hereby waives and releases the City of Memphis, TN all of its departments and divisions and all of its employees, agents or other representatives from any loss, claim, cause of action, damage, or liability whatsoever, whether without limitation strict or absolute liability in tort or by statute imposed, charge, cost or expense, including without limitation, attorneys' fees to the extent any damage or loss to property or injury or death resulting in any manner from this MOU, Application, or exercising the rights and obligations therein.
11. Purchaser hereby agrees to indemnify the City of Memphis, TN, all of its departments and divisions and all of its employees, agents or other representatives against any monetary award, both compensatory and punitive, or equitable relief by a judge or jury that may result from damages or loss to persons or property sustained as a result of this MOU, Application, or exercising the rights and obligations therein.
12. Purchaser shall not permit any interest or lien to be placed on the Property, while the Property is still owned by the Seller.
13. In the event the Purchaser:
 - A. Fails to perform the terms of this MOU; or
 - B. No longer owns a lot adjacent to the Property; or
 - C. Violates the terms of the Application, including the timely payment of the purchase price; or
 - D. If the Memphis City Council fails to pass the necessary Resolution,

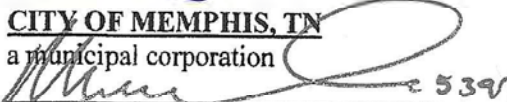
This MOU shall automatically terminate and become null and void and neither party shall have further liability to the other arising out of this MOU, except paragraphs 10, 11 and 12, which shall survive.

14. Purchaser shall not assign, lease or otherwise transfer any rights under this MOU, without the written consent of the City of Memphis, Department of General Services and City Council.

IN WITNESS WHEREOF, the Parties have executed this MOU this 3rd day of January, 2024/5

CITY OF MEMPHIS, TN

a municipal corporation


Administrator, Memphis Code Enforcement

Purchaser: Elnora Shinault

Revised 2-18-16

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is hereby entered into this 8th day of November, 2024 by and between the City of Memphis, TN, a Tennessee municipal corporation, by and through its Department of General Services, ("Seller"), and Jerry Anderson Neal, ("Purchaser"), which are collectively referred to as the "Parties".

RECITALS

- A. WHEREAS, the City's Department of General Services instituted a Mow to Own Program ("Program") as part of the City of Memphis' ongoing efforts to improve neighborhoods by returning vacant, abandoned, and underutilized properties into productive community assets; and,
- B. WHEREAS, under the Program homeowners may qualify and be approved for the purchase of vacant lot(s) adjacent to their home; and
- C. WHEREAS, under the Program non-profit organizations that are registered and in good standing with the State of Tennessee, that are existing stakeholders within the same neighborhood as specific vacant lots may qualify and be approved for purchase thereof; and,
- D. WHEREAS, the Purchaser has successfully submitted an application, to the Seller, attached here to and made a part here of and marked "Exhibit A" ("Application"), outlining the Purchaser's maintenance program of the specific vacant lot(s) identified as "Exhibit B" attached here to and made a part hereof; and,
- E. WHEREAS, in exchange for the Purchaser's commitment to maintain the vacant lot(s), the Seller agrees to permit the non-exclusive use thereof; and,
- F. WHEREAS, the Parties are in agreement and desire to memorialize their intentions relative to the purchase of the vacant lot(s); and,

NOW, THEREFORE, subject to subsequent approval of Memphis City Council, the Parties hereby agree as follows:

- 1. Subject to all terms and conditions of this MOU and the Application, the Seller may submit to the Memphis City Council a resolution requesting authority to sell, "As-Is Where-Is" by quitclaim deed, the following real property ("Property") to the Purchaser:

Tax Parcel № 071007 00009

Revised 2-18-16

Commonly known as 1805 Woodburn Drive, Memphis, TN 38127

Situated in the County of Shelby, in the State of Tennessee, and in the City of Memphis and bounded and described as follows:

Lot 103, Section "G", Georgian Hills Subdivision, as shown on plat of record in Plat Book 20, Page 57, in the Register's Office of Shelby County, Tennessee.

2. Purchaser shall pay the Seller the recording fee to the Shelby County Register.
3. The Seller will credit to the Purchaser at the time of conveyance, the sum not to exceed One Thousand Three Hundred and Fifty Dollars and 00/100 U.S. Dollars (\$1,350.00) against the agreed upon purchase price, for the value of the maintenance made to the Property according to the Application. If this MOU is terminated for any reason or if the sale of the Property is not approved by Memphis City Council, Purchaser agrees that it shall not be reimbursed or compensated for any maintenance undertaken on the Property.
4. Until conveyance of the Property to the Purchaser, Purchaser may only have non-exclusive rights of access and use of the Property consistent with the terms of this MOU and the Application. Purchaser shall not permit any waste or damage to Property and shall not occupy or use the Property for any purposes that are unlawful, hazardous, unsanitary, noxious, or offensive.
5. Purchaser shall not conduct any business on the Property for profit or otherwise, except for the permitted access and maintenance uses described in this MOU.
6. Purchaser shall not store or use petroleum-based products, fertilizers, pesticides, or other chemicals on the Property, while the Property is still owned by the Seller.
7. No alcoholic beverages or controlled substances of any kind shall be permitted, consumed, used, or kept on the Property, while the Property is still owned by the Seller.
8. At the time the Quit Claim deed is recorded, the City shall submit the necessary application with the Shelby County Assessor's Office to combine the Property with the Purchaser's existing adjacent property, if applicable.
9. Purchaser shall continue to maintain the Property in a manner consistent with the Application and all local, state, and federal laws, regulations, and property/housing/zoning codes.

Revised 2-18-16

10. Purchaser hereby waives and releases the City of Memphis, TN all of its departments and divisions and all of its employees, agents or other representatives from any loss, claim, cause of action, damage, or liability whatsoever, whether without limitation strict or absolute liability in tort or by statute imposed, charge, cost or expense, including without limitation, attorneys' fees to the extent any damage or loss to property or injury or death resulting in any manner from this MOU, Application, or exercising the rights and obligations therein.
11. Purchaser hereby agrees to indemnify the City of Memphis, TN, all of its departments and divisions and all of its employees, agents or other representatives against any monetary award, both compensatory and punitive, or equitable relief by a judge or jury that may result from damages or loss to persons or property sustained as a result of this MOU, Application, or exercising the rights and obligations therein.
12. Purchaser shall not permit any interest or lien to be placed on the Property, while the Property is still owned by the Seller.
13. In the event the Purchaser:
 - A. Fails to perform the terms of this MOU; or
 - B. No longer owns a lot adjacent to the Property; or
 - C. Violates the terms of the Application, including the timely payment of the purchase price; or
 - D. If the Memphis City Council fails to pass the necessary Resolution,

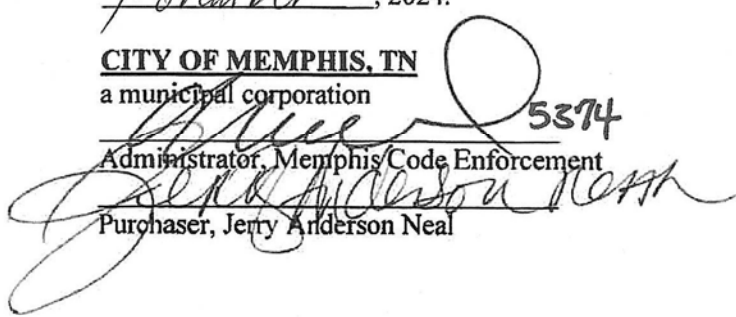
This MOU shall automatically terminate and become null and void and neither party shall have further liability to the other arising out of this MOU, except paragraphs 10, 11 and 12, which shall survive.

14. Purchaser shall not assign, lease or otherwise transfer any rights under this MOU, without the written consent of the City of Memphis, Department of General Services and City Council.

IN WITNESS WHEREOF, the Parties have executed this MOU this 8th day of November, 2024.

CITY OF MEMPHIS, TN

a municipal corporation

 5374
Administrator, Memphis Code Enforcement

Purchaser, Jerry Anderson Neal

Revised 2-18-16

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is hereby entered into this 8th day of November, 2024 by and between the City of Memphis, TN, a Tennessee municipal corporation, by and through its Department of General Services, ("Seller"), Antoinette M. Ozier ("Purchaser"), which are collectively referred to as the "Parties".

RECITALS

- A. **WHEREAS**, the City's Department of General Services instituted a Mow to Own Program ("Program") as part of the City of Memphis' ongoing efforts to improve neighborhoods by returning vacant, abandoned, and underutilized properties into productive community assets; and,
- B. **WHEREAS**, under the Program homeowners may qualify and be approved for the purchase of vacant lot(s) adjacent to their home; and
- C. **WHEREAS**, under the Program non-profit organizations that are registered and in good standing with the State of Tennessee, that are existing stakeholders within the same neighborhood as specific vacant lots may qualify and be approved for purchase thereof; and,
- D. **WHEREAS**, the Purchaser has successfully submitted an application, to the Seller, attached here to and made a part here of and marked "Exhibit A" ("Application"), outlining the Purchaser's maintenance program of the specific vacant lot(s) identified as "Exhibit B" attached here to and made a part hereof; and,
- E. **WHEREAS**, in exchange for the Purchaser's commitment to maintain the vacant lot(s), the Seller agrees to permit the non-exclusive use thereof; and,
- F. **WHEREAS**, the Parties are in agreement and desire to memorialize their intentions relative to the purchase of the vacant lot(s); and,

NOW, THEREFORE, subject to subsequent approval of Memphis City Council, the Parties hereby agree as follows:

- 1. Subject to all terms and conditions of this MOU and the Application, the Seller may submit to the Memphis City Council a resolution requesting authority to sell, "As-Is Where-Is" by quitclaim deed, the following real property ("Property") to the Purchaser:

Tax Parcel No 014032 00008

Revised 2-18-16

Commonly known as 1307 S. College, Memphis, TN 38106

Situated in the County of Shelby, in the State of Tennessee, and in the City of Memphis and bounded and described as follows:

Lots Nos. 65, 66, 67 and 68 of Block "B" of Meacham's Fowler Avenue Place Subdivision, as shown on plat of record in Plat Book 4, Page 58 of the Register's Office of Shelby County, Tennessee, to which plat reference is hereby made for a more particularly description of said property.

2. Purchaser shall pay the Seller the recording fee to the Shelby County Register.
3. The Seller will credit to the Purchaser at the time of conveyance, the sum not to exceed One Thousand Three Hundred and Fifty Dollars and 00/100 U.S. Dollars (\$1,350.00) against the agreed upon purchase price, for the value of the maintenance made to the Property according to the Application. If this MOU is terminated for any reason or if the sale of the Property is not approved by Memphis City Council, Purchaser agrees that it shall not be reimbursed or compensated for any maintenance undertaken on the Property.
4. Until conveyance of the Property to the Purchaser, Purchaser may only have non-exclusive rights of access and use of the Property consistent with the terms of this MOU and the Application. Purchaser shall not permit any waste or damage to Property and shall not occupy or use the Property for any purposes that are unlawful, hazardous, unsanitary, noxious, or offensive.
5. Purchaser shall not conduct any business on the Property for profit or otherwise, except for the permitted access and maintenance uses described in this MOU.
6. Purchaser shall not store or use petroleum-based products, fertilizers, pesticides, or other chemicals on the Property, while the Property is still owned by the Seller.
7. No alcoholic beverages or controlled substances of any kind shall be permitted, consumed, used, or kept on the Property, while the Property is still owned by the Seller.
8. At the time the Quit Claim deed is recorded, the City shall submit the necessary application with the Shelby County Assessor's Office to combine the Property with the Purchaser's existing adjacent property, if applicable.
9. Purchaser shall continue to maintain the Property in a manner consistent with the Application and all local, state, and federal laws, regulations, and property/housing/zoning codes.

Revised 2-18-16

10. Purchaser hereby waives and releases the City of Memphis, TN all of its departments and divisions and all of its employees, agents or other representatives from any loss, claim, cause of action, damage, or liability whatsoever, whether without limitation strict or absolute liability in tort or by statute imposed, charge, cost or expense, including without limitation, attorneys' fees to the extent any damage or loss to property or injury or death resulting in any manner from this MOU, Application, or exercising the rights and obligations therein.
11. Purchaser hereby agrees to indemnify the City of Memphis, TN, all of its departments and divisions and all of its employees, agents or other representatives against any monetary award, both compensatory and punitive, or equitable relief by a judge or jury that may result from damages or loss to persons or property sustained as a result of this MOU, Application, or exercising the rights and obligations therein.
12. Purchaser shall not permit any interest or lien to be placed on the Property, while the Property is still owned by the Seller.
13. In the event the Purchaser:
 - A. Fails to perform the terms of this MOU; or
 - B. No longer owns a lot adjacent to the Property; or
 - C. Violates the terms of the Application, including the timely payment of the purchase price; or
 - D. If the Memphis City Council fails to pass the necessary Resolution,

This MOU shall automatically terminate and become null and void and neither party shall have further liability to the other arising out of this MOU, except paragraphs 10, 11 and 12, which shall survive.

14. Purchaser shall not assign, lease or otherwise transfer any rights under this MOU, without the written consent of the City of Memphis, Department of General Services and City Council.

IN WITNESS WHEREOF, the Parties have executed this MOU this 8th day of November, 2024.

CITY OF MEMPHIS, TN
a municipal corporation

 5374
Administrator, Memphis Code Enforcement


Purchaser: Antoinette M. Ozier

Revised 2-18-16

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is hereby entered into this 8th day of January, 2024 by and between the City of Memphis, TN, a Tennessee municipal corporation, by and through its Department of General Services, ("Seller"), and James McGregory, ("Purchaser"), which are collectively referred to as the "Parties".

RECITALS

- A. **WHEREAS**, the City's Department of General Services instituted a Mow to Own Program ("Program") as part of the City of Memphis' ongoing efforts to improve neighborhoods by returning vacant, abandoned, and underutilized properties into productive community assets; and,
- B. **WHEREAS**, under the Program homeowners may qualify and be approved for the purchase of vacant lot(s) adjacent to their home; and
- C. **WHEREAS**, under the Program non-profit organizations that are registered and in good standing with the State of Tennessee, that are existing stakeholders within the same neighborhood as specific vacant lots may qualify and be approved for purchase thereof; and,
- D. **WHEREAS**, the Purchaser has successfully submitted an application, to the Seller, attached here to and made a part here of and marked "Exhibit A" ("Application"), outlining the Purchaser's maintenance program of the specific vacant lot(s) identified as "Exhibit B" attached here to and made a part hereof; and,
- E. **WHEREAS**, in exchange for the Purchaser's commitment to maintain the vacant lot(s), the Seller agrees to permit the non-exclusive use thereof; and,
- F. **WHEREAS**, the Parties are in agreement and desire to memorialize their intentions relative to the purchase of the vacant lot(s); and,

NOW, THEREFORE, subject to subsequent approval of Memphis City Council, the Parties hereby agree as follows:

- 1. Subject to all terms and conditions of this MOU and the Application, the Seller may submit to the Memphis City Council a resolution requesting authority to sell, "As-Is Where-Is" by quitclaim deed, the following real property ("Property") to the Purchaser:

Tax Parcel No: 025037 00007

Revised 2-18-16

Commonly known as: 681 Edith Avenue Memphis, TN 38126

Situated in the County of Shelby, in the State of Tennessee, and in the City of Memphis and bounded and described as follows:

Lot 29 of the Henry Moore Subdivision as shown in the Shelby County Register Of Deeds.

2. Purchaser shall pay the Seller the recording fee to the Shelby County Register.
3. The Seller will credit to the Purchaser at the time of conveyance, the sum not to exceed One Thousand Three Hundred and Fifty Dollars and 00/100 U.S. Dollars (\$1,350.00) against the agreed upon purchase price, for the value of the maintenance made to the Property according to the Application. If this MOU is terminated for any reason or if the sale of the Property is not approved by Memphis City Council, Purchaser agrees that it shall not be reimbursed or compensated for any maintenance undertaken on the Property.
4. Until conveyance of the Property to the Purchaser, Purchaser may only have non-exclusive rights of access and use of the Property consistent with the terms of this MOU and the Application. Purchaser shall not permit any waste or damage to Property and shall not occupy or use the Property for any purposes that are unlawful, hazardous, unsanitary, noxious, or offensive.
5. Purchaser shall not conduct any business on the Property for profit or otherwise, except for the permitted access and maintenance uses described in this MOU.
6. Purchaser shall not store or use petroleum-based products, fertilizers, pesticides, or other chemicals on the Property, while the Property is still owned by the Seller.
7. No alcoholic beverages or controlled substances of any kind shall be permitted, consumed, used, or kept on the Property, while the Property is still owned by the Seller.
8. At the time the Quit Claim deed is recorded, the City shall submit the necessary application with the Shelby County Assessor's Office to combine the Property with the Purchaser's existing adjacent property, if applicable.
9. Purchaser shall continue to maintain the Property in a manner consistent with the Application and all local, state, and federal laws, regulations, and property/housing/zoning codes.

Revised 2-18-16

10. Purchaser hereby waives and releases the City of Memphis, TN all of its departments and divisions and all of its employees, agents or other representatives from any loss, claim, cause of action, damage, or liability whatsoever, whether without limitation strict or absolute liability in tort or by statute imposed, charge, cost or expense, including without limitation, attorneys' fees to the extent any damage or loss to property or injury or death resulting in any manner from this MOU, Application, or exercising the rights and obligations therein.
11. Purchaser hereby agrees to indemnify the City of Memphis, TN, all of its departments and divisions and all of its employees, agents or other representatives against any monetary award, both compensatory and punitive, or equitable relief by a judge or jury that may result from damages or loss to persons or property sustained as a result of this MOU, Application, or exercising the rights and obligations therein.
12. Purchaser shall not permit any interest or lien to be placed on the Property, while the Property is still owned by the Seller.
13. In the event the Purchaser:
 - A. Fails to perform the terms of this MOU; or
 - B. No longer owns a lot adjacent to the Property; or
 - C. Violates the terms of the Application, including the timely payment of the purchase price; or
 - D. If the Memphis City Council fails to pass the necessary Resolution,

This MOU shall automatically terminate and become null and void and neither party shall have further liability to the other arising out of this MOU, except paragraphs 10, 11 and 12, which shall survive.

14. Purchaser shall not assign, lease or otherwise transfer any rights under this MOU, without the written consent of the City of Memphis, Department of General Services and City Council.

IN WITNESS WHEREOF, the Parties have executed this MOU this 8th day of January, 2024 5

CITY OF MEMPHIS, TN
a municipal corporation

8374
Administrator, Memphis Code Enforcement

James McGregor
Purchaser: James McGregor

Revised 2-18-16

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is hereby entered into this 10 day of October, 2022 by and between the City of Memphis, TN, a Tennessee municipal corporation, by and through its Department of General Services, ("Seller"), and Zen'Yari Winters, ("Purchaser"), which are collectively referred to as the "Parties".

RECITALS

- A. **WHEREAS**, the City's Department of General Services instituted a Mow to Own Program ("Program") as part of the City of Memphis' ongoing efforts to improve neighborhoods by returning vacant, abandoned, and underutilized properties into productive community assets; and,
- B. **WHEREAS**, under the Program homeowners may qualify and be approved for the purchase of vacant lot(s) adjacent to their home; and
- C. **WHEREAS**, under the Program non-profit organizations that are registered and in good standing with the State of Tennessee, that are existing stakeholders within the same neighborhood as specific vacant lots may qualify and be approved for purchase thereof; and,
- D. **WHEREAS**, the Purchaser has successfully submitted an application, to the Seller, attached here to and made a part here of and marked "Exhibit A" ("Application"), outlining the Purchaser's maintenance program of the specific vacant lot(s) identified as "Exhibit B" attached here to and made a part hereof; and,
- E. **WHEREAS**, in exchange for the Purchaser's commitment to maintain the vacant lot(s), the Seller agrees to permit the non-exclusive use thereof; and,
- F. **WHEREAS**, the Parties are in agreement and desire to memorialize their intentions relative to the purchase of the vacant lot(s); and,

NOW, THEREFORE, subject to subsequent approval of Memphis City Council, the Parties hereby agree as follows:

- 1. Subject to all terms and conditions of this MOU and the Application, the Seller may submit to the Memphis City Council a resolution requesting authority to sell, "As-Is Where-Is" by quitclaim deed, the following real property ("Property") to the Purchaser:

Tax Parcel № 042055 00044

Revised 2-18-16

Commonly known as 1390 Standridge Street, Memphis, TN 38108;

Situated in the County of Shelby, in the State of Tennessee, and in the City of Memphis and bounded and described as follows:

Lot 0126, South Fairfax Subdivision, as shown in Plat Book 7, Page 109, in the Register's Office of Shelby County, Tennessee, reference to which plat is hereby made for a more particular description of said property.

2. Purchaser shall pay the Seller the recording fee to the Shelby County Register.
3. The Seller will credit to the Purchaser at the time of conveyance, the sum not to exceed One Thousand Three Hundred and Fifty Dollars and 00/100 U.S. Dollars (\$1,350.00) against the agreed upon purchase price, for the value of the maintenance made to the Property according to the Application. If this MOU is terminated for any reason or if the sale of the Property is not approved by Memphis City Council, Purchaser agrees that it shall not be reimbursed or compensated for any maintenance undertaken on the Property.
4. Until conveyance of the Property to the Purchaser, Purchaser may only have non-exclusive rights of access and use of the Property consistent with the terms of this MOU and the Application. Purchaser shall not permit any waste or damage to Property and shall not occupy or use the Property for any purposes that are unlawful, hazardous, unsanitary, noxious, or offensive.
5. Purchaser shall not conduct any business on the Property for profit or otherwise, except for the permitted access and maintenance uses described in this MOU.
6. Purchaser shall not store or use petroleum-based products, fertilizers, pesticides, or other chemicals on the Property, while the Property is still owned by the Seller
7. No alcoholic beverages or controlled substances of any kind shall be permitted, consumed, used, or kept on the Property, while the Property is still owned by the Seller.
8. At the time the Quit Claim deed is recorded, the City shall submit the necessary application with the Shelby County Assessor's Office to combine the Property with the Purchaser's existing adjacent property, if applicable.
9. Purchaser shall continue to maintain the Property in a manner consistent with the Application and all local, state, and federal laws, regulations, and property/housing/zoning codes.

Revised 2-18-16

10. Purchaser hereby waives and releases the City of Memphis, TN all of its departments and divisions and all of its employees, agents or other representatives from any loss, claim, cause of action, damage, or liability whatsoever, whether without limitation strict or absolute liability in tort or by statute imposed, charge, cost or expense, including without limitation, attorneys' fees to the extent any damage or loss to property or injury or death resulting in any manner from this MOU, Application, or exercising the rights and obligations therein.
11. Purchaser hereby agrees to indemnify the City of Memphis, TN, all of its departments and divisions and all of its employees, agents or other representatives against any monetary award, both compensatory and punitive, or equitable relief by a judge or jury that may result from damages or loss to persons or property sustained as a result of this MOU, Application, or exercising the rights and obligations therein.
12. Purchaser shall not permit any interest or lien to be placed on the Property, while the Property is still owned by the Seller.
13. In the event the Purchaser:
 - A. Fails to perform the terms of this MOU; or
 - B. No longer owns a lot adjacent to the Property; or
 - C. Violates the terms of the Application, including the timely payment of the purchase price; or
 - D. If the Memphis City Council fails to pass the necessary Resolution,

This MOU shall automatically terminate and become null and void and neither party shall have further liability to the other arising out of this MOU, except paragraphs 10, 11 and 12, which shall survive.

14. Purchaser shall not assign, lease or otherwise transfer any rights under this MOU, without the written consent of the City of Memphis, Department of General Services and City Council.

IN WITNESS WHEREOF, the Parties have executed this MOU this 10 day of

October, 2022.

CITY OF MEMPHIS, TN

a municipal corporation

[Signature]
Administrator, Memphis Code Enforcement

Zen'Yart Winters

Zen'Yart Winters

Purchaser

Revised 2-18-16

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is hereby entered into this 11 day of April, 2022 by and between the **City of Memphis, TN**, a Tennessee municipal corporation, by and through its Department of General Services, ("Seller"), and **Timara Barton**, ("Purchaser"), which are collectively referred to as the "Parties".

RECITALS

- A. **WHEREAS**, the City's Department of General Services instituted a Mow to Own Program ("Program") as part of the City of Memphis' ongoing efforts to improve neighborhoods by returning vacant, abandoned, and underutilized properties into productive community assets; and,
- B. **WHEREAS**, under the Program homeowners may qualify and be approved for the purchase of vacant lot(s) adjacent to their home; and
- C. **WHEREAS**, under the Program non-profit organizations that are registered and in good standing with the State of Tennessee, that are existing stakeholders within the same neighborhood as specific vacant lots may qualify and be approved for purchase thereof; and,
- D. **WHEREAS**, the Purchaser has successfully submitted an application, to the Seller, attached here to and made a part here of and marked "Exhibit A" ("Application"), outlining the Purchaser's maintenance program of the specific vacant lot(s) identified as "Exhibit B" attached here to and made a part hereof; and,
- E. **WHEREAS**, in exchange for the Purchaser's commitment to maintain the vacant lot(s), the Seller agrees to permit the non-exclusive use thereof; and,
- F. **WHEREAS**, the Parties are in agreement and desire to memorialize their intentions relative to the purchase of the vacant lot(s); and,

NOW, THEREFORE, subject to subsequent approval of Memphis City Council, the Parties hereby agree as follows:

1. Subject to all terms and conditions of this MOU and the Application, the Seller may submit to the Memphis City Council a resolution requesting authority to sell, "As-Is Where-Is" by quitclaim deed, the following real property ("Property") to the Purchaser:

Tax Parcel № 073041 E00058;

Revised 2-18-16

Commonly known as 3280 Forest Glen Cove, Memphis, TN 38118;
Situating in the County of Shelby, in the State of Tennessee, and in the City of
Memphis and bounded and described as follows:

Lot 427, Section E, Knightswood Subdivision, as shown on plat of record in Plat
Book 31, Page 46, in the Register's Office of Shelby County, Tennessee, reference
to which plat is hereby made for a more particular description of said property.

2. Purchaser shall pay the Seller the recording fee to the Shelby County Register.
3. The Seller will credit to the Purchaser at the time of conveyance, the sum not to exceed One Thousand Three Hundred and Fifty Dollars and 00/100 U.S. Dollars (\$1,350.00) against the agreed upon purchase price, for the value of the maintenance made to the Property according to the Application. If this MOU is terminated for any reason or if the sale of the Property is not approved by Memphis City Council, Purchaser agrees that it shall not be reimbursed or compensated for any maintenance undertaken on the Property.
4. Until conveyance of the Property to the Purchaser, Purchaser may only have non-exclusive rights of access and use of the Property consistent with the terms of this MOU and the Application. Purchaser shall not permit any waste or damage to Property and shall not occupy or use the Property for any purposes that are unlawful, hazardous, unsanitary, noxious, or offensive.
5. Purchaser shall not conduct any business on the Property for profit or otherwise, except for the permitted access and maintenance uses described in this MOU.
6. Purchaser shall not store or use petroleum-based products, fertilizers, pesticides, or other chemicals on the Property, while the Property is still owned by the Seller
7. No alcoholic beverages or controlled substances of any kind shall be permitted, consumed, used, or kept on the Property, while the Property is still owned by the Seller.
8. At the time the Quit Claim deed is recorded, the City shall submit the necessary application with the Shelby County Assessor's Office to combine the Property with the Purchaser's existing adjacent property, if applicable.
9. Purchaser shall continue to maintain the Property in a manner consistent with the Application and all local, state, and federal laws, regulations, and property/housing/zoning codes.
10. Purchaser hereby waives and releases the City of Memphis, TN all of its departments and divisions and all of its employees, agents or other representatives from any loss, claim,

Revised 2-18-16

cause of action, damage, or liability whatsoever, whether without limitation strict or absolute liability in tort or by statute imposed, charge, cost or expense, including without limitation, attorneys' fees to the extent any damage or loss to property or injury or death resulting in any manner from this MOU, Application, or exercising the rights and obligations therein.

11. Purchaser hereby agrees to indemnify the City of Memphis, TN, all of its departments and divisions and all of its employees, agents or other representatives against any monetary award, both compensatory and punitive, or equitable relief by a judge or jury that may result from damages or loss to persons or property sustained as a result of this MOU, Application, or exercising the rights and obligations therein.
12. Purchaser shall not permit any interest or lien to be placed on the Property, while the Property is still owned by the Seller.
13. In the event the Purchaser:
 - A. Fails to perform the terms of this MOU; or
 - B. No longer owns a lot adjacent to the Property; or
 - C. Violates the terms of the Application, including the timely payment of the purchase price; or
 - D. If the Memphis City Council fails to pass the necessary Resolution,

This MOU shall automatically terminate and become null and void and neither party shall have further liability to the other arising out of this MOU, except paragraphs 10, 11 and 12, which shall survive.

14. Purchaser shall not assign, lease or otherwise transfer any rights under this MOU, without the written consent of the City of Memphis, Department of General Services and City Council.

IN WITNESS WHEREOF, the Parties have executed this MOU this 11 day of April, 2022.

CITY OF MEMPHIS, TN

a municipal corporation

Timara Barton
Administrator, Memphis Code Enforcement

Timara Barton
Purchaser

Revised 2-18-16

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is hereby entered into this 3rd day of May, 2022 by and between the **City of Memphis, TN**, a Tennessee municipal corporation, by and through its Department of General Services, ("Seller"), and **Ronald Odom and Ever Dixon (RS)**, ("Purchaser"), which are collectively referred to as the "Parties".

RECITALS

- A. **WHEREAS**, the City's Department of General Services instituted a Mow to Own Program ("Program") as part of the City of Memphis' ongoing efforts to improve neighborhoods by returning vacant, abandoned, and underutilized properties into productive community assets; and,
- B. **WHEREAS**, under the Program homeowners may qualify and be approved for the purchase of vacant lot(s) adjacent to their home; and
- C. **WHEREAS**, under the Program non-profit organizations that are registered and in good standing with the State of Tennessee, that are existing stakeholders within the same neighborhood as specific vacant lots may qualify and be approved for purchase thereof; and,
- D. **WHEREAS**, the Purchaser has successfully submitted an application, to the Seller, attached here to and made a part here of and marked "Exhibit A" ("Application"), outlining the Purchaser's maintenance program of the specific vacant lot(s) identified as "Exhibit B" attached here to and made a part hereof; and,
- E. **WHEREAS**, in exchange for the Purchaser's commitment to maintain the vacant lot(s), the Seller agrees to permit the non-exclusive use thereof; and,
- F. **WHEREAS**, the Parties are in agreement and desire to memorialize their intentions relative to the purchase of the vacant lot(s); and,

NOW, THEREFORE, subject to subsequent approval of Memphis City Council, the Parties hereby agree as follows:

- 1. Subject to all terms and conditions of this MOU and the Application, the Seller may submit to the Memphis City Council a resolution requesting authority to sell, "As-Is Where-Is" by quitclaim deed, the following real property ("Property") to the Purchaser:

Tax Parcel № 034019 00002;

Revised 2-18-16

Commonly known as 461 E. Essex Avenue, TN 38106;

Situated in the County of Shelby, in the State of Tennessee, and in the City of Memphis and bounded and described as follows:

Lot 135, Shadowlawn Subdivision, as per revised plat of record in Plat Book 8, Page 166, in the Register's Office of Shelby County, Tennessee, to which plat reference is hereby made for a more particular description of said property.

2. Purchaser shall pay the Seller the recording fee to the Shelby County Register.
3. The Seller will credit to the Purchaser at the time of conveyance, the sum not to exceed One Thousand Three Hundred and Fifty Dollars and 00/100 U.S. Dollars (\$1,350.00) against the agreed upon purchase price, for the value of the maintenance made to the Property according to the Application. If this MOU is terminated for any reason or if the sale of the Property is not approved by Memphis City Council, Purchaser agrees that it shall not be reimbursed or compensated for any maintenance undertaken on the Property.
4. Until conveyance of the Property to the Purchaser, Purchaser may only have non-exclusive rights of access and use of the Property consistent with the terms of this MOU and the Application. Purchaser shall not permit any waste or damage to Property and shall not occupy or use the Property for any purposes that are unlawful, hazardous, unsanitary, noxious, or offensive.
5. Purchaser shall not conduct any business on the Property for profit or otherwise, except for the permitted access and maintenance uses described in this MOU.
6. Purchaser shall not store or use petroleum-based products, fertilizers, pesticides, or other chemicals on the Property, while the Property is still owned by the Seller
7. No alcoholic beverages or controlled substances of any kind shall be permitted, consumed, used, or kept on the Property, while the Property is still owned by the Seller.
8. At the time the Quit Claim deed is recorded, the City shall submit the necessary application with the Shelby County Assessor's Office to combine the Property with the Purchaser's existing adjacent property, if applicable.
9. Purchaser shall continue to maintain the Property in a manner consistent with the Application and all local, state, and federal laws, regulations, and property/housing/zoning codes.
10. Purchaser hereby waives and releases the City of Memphis, TN all of its departments and divisions and all of its employees, agents or other representatives from any loss, claim,

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cause of action, damage, or liability whatsoever, whether without limitation strict or absolute liability in tort or by statute imposed, charge, cost or expense, including without limitation, attorneys' fees to the extent any damage or loss to property or injury or death resulting in any manner from this MOU, Application, or exercising the rights and obligations therein.

11. Purchaser hereby agrees to indemnify the City of Memphis, TN, all of its departments and divisions and all of its employees, agents or other representatives against any monetary award, both compensatory and punitive, or equitable relief by a judge or jury that may result from damages or loss to persons or property sustained as a result of this MOU, Application, or exercising the rights and obligations therein.
12. Purchaser shall not permit any interest or lien to be placed on the Property, while the Property is still owned by the Seller.
13. In the event the Purchaser:
 - A. Fails to perform the terms of this MOU; or
 - B. No longer owns a lot adjacent to the Property; or
 - C. Violates the terms of the Application, including the timely payment of the purchase price; or
 - D. If the Memphis City Council fails to pass the necessary Resolution,

This MOU shall automatically terminate and become null and void and neither party shall have further liability to the other arising out of this MOU, except paragraphs 10, 11 and 12, which shall survive.

14. Purchaser shall not assign, lease or otherwise transfer any rights under this MOU, without the written consent of the City of Memphis, Department of General Services and City Council.

IN WITNESS WHEREOF, the Parties have executed this MOU this 3rd day of May, 2022.

CITY OF MEMPHIS, TN

a municipal corporation

Administrator, Memphis Code Enforcement

Ronald Odom

Ever Dixon (RS)

Purchaser

Revised 2-18-16

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is hereby entered into this 14 day of May, 2023 by and between the City of Memphis, TN, a Tennessee municipal corporation, by and through its Department of General Services, ("Seller"), and Mansa Henley, ("Purchaser"), which are collectively referred to as the "Parties".

RECITALS

- A. WHEREAS, the City's Department of General Services instituted a Mow to Own Program ("Program") as part of the City of Memphis' ongoing efforts to improve neighborhoods by returning vacant, abandoned, and underutilized properties into productive community assets; and,
- B. WHEREAS, under the Program homeowners may qualify and be approved for the purchase of vacant lot(s) adjacent to their home; and
- C. WHEREAS, under the Program non-profit organizations that are registered and in good standing with the State of Tennessee, that are existing stakeholders within the same neighborhood as specific vacant lots may qualify and be approved for purchase thereof; and,
- D. WHEREAS, the Purchaser has successfully submitted an application, to the Seller, attached here to and made a part here of and marked "Exhibit A" ("Application"), outlining the Purchaser's maintenance program of the specific vacant lot(s) identified as "Exhibit B" attached here to and made a part hereof; and,
- E. WHEREAS, in exchange for the Purchaser's commitment to maintain the vacant lot(s), the Seller agrees to permit the non-exclusive use thereof; and,
- F. WHEREAS, the Parties are in agreement and desire to memorialize their intentions relative to the purchase of the vacant lot(s); and,

NOW, THEREFORE, subject to subsequent approval of Memphis City Council, the Parties hereby agree as follows:

- 1. Subject to all terms and conditions of this MOU and the Application, the Seller may submit to the Memphis City Council a resolution requesting authority to sell, "As-Is Where-Is" by quitclaim deed, the following real property ("Property") to the Purchaser:

Tax Parcel No: 013055 00035

Revised 2-18-16

Commonly known as 1267 Wellington Street, Memphis, TN 38106:

Situated in the County of Shelby, in the State of Tennessee, and in the City of Memphis and bounded and described as follows:

Lot five (5), the North fourteen (14) feet of Lot four (4) and the South six (6) feet of Lot (6), of the William M. Randolph Subdivision, as shown on plat thereof of record in Plat Book 4, Page 55 in the Register's Office of Shelby County, Tennessee, said subdivision being known as Randolph's LaRose Street Subdivision and Joint Driveway Agreement signed on the 28th day of May, 1970. Legal description as shown in Instrument #V95901 in the Shelby County Register's Office, Shelby County, Tennessee.

2. Purchaser shall pay the Seller the recording fee to the Shelby County Register.
3. The Seller will credit to the Purchaser at the time of conveyance, the sum not to exceed One Thousand Three Hundred and Fifty Dollars and 00/100 U.S. Dollars (\$1,350.00) against the agreed upon purchase price, for the value of the maintenance made to the Property according to the Application. If this MOU is terminated for any reason or if the sale of the Property is not approved by Memphis City Council, Purchaser agrees that it shall not be reimbursed or compensated for any maintenance undertaken on the Property.
4. Until conveyance of the Property to the Purchaser, Purchaser may only have non-exclusive rights of access and use of the Property consistent with the terms of this MOU and the Application. Purchaser shall not permit any waste or damage to Property and shall not occupy or use the Property for any purposes that are unlawful, hazardous, unsanitary, noxious, or offensive.
5. Purchaser shall not conduct any business on the Property for profit or otherwise, except for the permitted access and maintenance uses described in this MOU.
6. Purchaser shall not store or use petroleum-based products, fertilizers, pesticides, or other chemicals on the Property, while the Property is still owned by the Seller
7. No alcoholic beverages or controlled substances of any kind shall be permitted, consumed, used, or kept on the Property, while the Property is still owned by the Seller.
8. At the time the Quit Claim deed is recorded, the City shall submit the necessary application with the Shelby County Assessor's Office to combine the Property with the Purchaser's existing adjacent property, if applicable.
9. Purchaser shall continue to maintain the Property in a manner consistent with the Application and all local, state, and federal laws, regulations, and property/housing/zoning codes.

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10. Purchaser hereby waives and releases the City of Memphis, TN all of its departments and divisions and all of its employees, agents or other representatives from any loss, claim, cause of action, damage, or liability whatsoever, whether without limitation strict or absolute liability in tort or by statute imposed, charge, cost or expense, including without limitation, attorneys' fees to the extent any damage or loss to property or injury or death resulting in any manner from this MOU, Application, or exercising the rights and obligations therein.
11. Purchaser hereby agrees to indemnify the City of Memphis, TN, all of its departments and divisions and all of its employees, agents or other representatives against any monetary award, both compensatory and punitive, or equitable relief by a judge or jury that may result from damages or loss to persons or property sustained as a result of this MOU, Application, or exercising the rights and obligations therein.
12. Purchaser shall not permit any interest or lien to be placed on the Property, while the Property is still owned by the Seller.
13. In the event the Purchaser:
 - A. Fails to perform the terms of this MOU; or
 - B. No longer owns a lot adjacent to the Property; or
 - C. Violates the terms of the Application, including the timely payment of the purchase price; or
 - D. If the Memphis City Council fails to pass the necessary Resolution,

This MOU shall automatically terminate and become null and void and neither party shall have further liability to the other arising out of this MOU, except paragraphs 10, 11 and 12, which shall survive.

14. Purchaser shall not assign, lease or otherwise transfer any rights under this MOU, without the written consent of the City of Memphis, Department of General Services and City Council.

IN WITNESS WHEREOF, the Parties have executed this MOU this 15 day of MAY, 2021.

CITY OF MEMPHIS, TN

municipal corporation

Melvin D. Hall
Administrator, Memphis Code Enforcement

Mansa Henley
Mansa Henley
Purchaser

Revised 2-18-16

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is hereby entered into this 15th day of February, 2024, by and between the **City of Memphis, TN**, a Tennessee municipal corporation, by and through its Department of General Services, ("Seller"), and **Will E. Lewis**, ("Purchaser"), which are collectively referred to as the "Parties".

RECITALS

- A. **WHEREAS**, the City's Department of General Services instituted a Mow to Own Program ("Program") as part of the City of Memphis' ongoing efforts to improve neighborhoods by returning vacant, abandoned, and underutilized properties into productive community assets; and,
- B. **WHEREAS**, under the Program homeowners may qualify and be approved for the purchase of vacant lot(s) adjacent to their home; and
- C. **WHEREAS**, under the Program non-profit organizations that are registered and in good standing with the State of Tennessee, that are existing stakeholders within the same neighborhood as specific vacant lots may qualify and be approved for purchase thereof; and,
- D. **WHEREAS**, the Purchaser has successfully submitted an application, to the Seller, attached here to and made a part here of and marked "Exhibit A" ("Application"), outlining the Purchaser's maintenance program of the specific vacant lot(s) identified as "Exhibit B" attached here to and made a part hereof; and,
- E. **WHEREAS**, in exchange for the Purchaser's commitment to maintain the vacant lot(s), the Seller agrees to permit the non-exclusive use thereof; and,
- F. **WHEREAS**, the Parties are in agreement and desire to memorialize their intentions relative to the purchase of the vacant lot(s); and,

NOW, THEREFORE, subject to subsequent approval of Memphis City Council, the Parties hereby agree as follows:

- 1. Subject to all terms and conditions of this MOU and the Application, the Seller may submit to the Memphis City Council a resolution requesting authority to sell, "As-Is Where-Is" by quitclaim deed, the following real property ("Property") to the Purchaser:

Tax Parcel No: 059011 00072

Revised 2-18-16

Commonly known as 1750 Pendleton Street, Memphis, TN 38114

Situated in the County of Shelby, in the State of Tennessee, and in the City of Memphis and bounded and described as follows:

Lot 02, Redford Heights Subdivision recorded in Plat Book 1775, page 215, located in the Register's Office of Shelby County, Tennessee.

2. Purchaser shall pay the Seller the recording fee to the Shelby County Register.
3. The Seller will credit to the Purchaser at the time of conveyance, the sum not to exceed One Thousand Three Hundred and Fifty Dollars and 00/100 U.S. Dollars (\$1,350.00) against the agreed upon purchase price, for the value of the maintenance made to the Property according to the Application. If this MOU is terminated for any reason or if the sale of the Property is not approved by Memphis City Council, Purchaser agrees that it shall not be reimbursed or compensated for any maintenance undertaken on the Property.
4. Until conveyance of the Property to the Purchaser, Purchaser may only have non-exclusive rights of access and use of the Property consistent with the terms of this MOU and the Application. Purchaser shall not permit any waste or damage to Property and shall not occupy or use the Property for any purposes that are unlawful, hazardous, unsanitary, noxious, or offensive.
5. Purchaser shall not conduct any business on the Property for profit or otherwise, except for the permitted access and maintenance uses described in this MOU.
6. Purchaser shall not store or use petroleum-based products, fertilizers, pesticides, or other chemicals on the Property, while the Property is still owned by the Seller
7. No alcoholic beverages or controlled substances of any kind shall be permitted, consumed, used, or kept on the Property, while the Property is still owned by the Seller.
8. At the time the Quit Claim deed is recorded, the City shall submit the necessary application with the Shelby County Assessor's Office to combine the Property with the Purchaser's existing adjacent property, if applicable.
9. Purchaser shall continue to maintain the Property in a manner consistent with the Application and all local, state, and federal laws, regulations, and property/housing/zoning codes. Prior to closing, purchaser must complete an application and receive a zoning letter on-line at develop901.com or visit the OPD Service Center in City Hall, 125 N. Main St 4th Floor, Rom 477 for assistance.
10. Purchaser hereby waives and releases the City of Memphis, TN all of its departments and divisions and all of its employees, agents or other representatives from any loss, claim, cause of action, damage, or liability whatsoever, whether without limitation strict or

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absolute liability in tort or by statute imposed, charge, cost or expense, including without limitation, attorneys' fees to the extent any damage or loss to property or injury or death resulting in any manner from this MOU, Application, or exercising the rights and obligations therein.

11. Purchaser hereby agrees to indemnify the City of Memphis, TN, all of its departments and divisions and all of its employees, agents or other representatives against any monetary award, both compensatory and punitive, or equitable relief by a judge or jury that may result from damages or loss to persons or property sustained as a result of this MOU, Application, or exercising the rights and obligations therein.
12. Purchaser shall not permit any interest or lien to be placed on the Property, while the Property is still owned by the Seller.
13. In the event the Purchaser:
 - A. Fails to perform the terms of this MOU; or
 - B. No longer owns a lot adjacent to the Property; or
 - C. Violates the terms of the Application, including the timely payment of the purchase price; or
 - D. If the Memphis City Council fails to pass the necessary Resolution,

This MOU shall automatically terminate and become null and void and neither party shall have further liability to the other arising out of this MOU, except paragraphs 10, 11 and 12, which shall survive.

14. Purchaser shall not assign, lease or otherwise transfer any rights under this MOU, without the written consent of the City of Memphis, Department of General Services and City Council.

IN WITNESS WHEREOF, the Parties have executed this MOU this 15th day of February, 2024.

CITY OF MEMPHIS, TN

a municipal corporation

Will E. Lewis
Administrator, Memphis Code Enforcement

Will E. Lewis
Purchaser

Revised 2-18-16

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is hereby entered into this 21 day of July, 2023 by and between the City of Memphis, TN, a Tennessee municipal corporation, by and through its Department of General Services, ("Seller"), and Sheber C. Smith, ("Purchaser"), which are collectively referred to as the "Parties".

RECITALS

- A. **WHEREAS**, the City's Department of General Services instituted a Mow to Own Program ("Program") as part of the City of Memphis' ongoing efforts to improve neighborhoods by returning vacant, abandoned, and underutilized properties into productive community assets; and,
- B. **WHEREAS**, under the Program homeowners may qualify and be approved for the purchase of vacant lot(s) adjacent to their home; and
- C. **WHEREAS**, under the Program non-profit organizations that are registered and in good standing with the State of Tennessee, that are existing stakeholders within the same neighborhood as specific vacant lots may qualify and be approved for purchase thereof; and,
- D. **WHEREAS**, the Purchaser has successfully submitted an application, to the Seller, attached here to and made a part here of and marked "Exhibit A" ("Application"), outlining the Purchaser's maintenance program of the specific vacant lot(s) identified as "Exhibit B" attached here to and made a part hereof; and,
- E. **WHEREAS**, in exchange for the Purchaser's commitment to maintain the vacant lot(s), the Seller agrees to permit the non-exclusive use thereof; and,
- F. **WHEREAS**, the Parties are in agreement and desire to memorialize their intentions relative to the purchase of the vacant lot(s); and,

NOW, THEREFORE, subject to subsequent approval of Memphis City Council, the Parties hereby agree as follows:

- I. Subject to all terms and conditions of this MOU and the Application, the Seller may submit to the Memphis City Council a resolution requesting authority to sell, "As-Is Where-Is" by quitclaim deed, the following real property ("Property") to the Purchaser:

Tax Parcel № 061019 00033;

Revised 2-18-16

Commonly known as 1360 Cella Street Memphis, TN 38114.

Situated in the County of Shelby, in the State of Tennessee, and in the City of Memphis and bounded and described as follows:

Lots 38 and 39 of Block "K" of Lambert's Park Avenue Subdivision (unrecorded), beginning on the east side of Cella Street recorded in Plat Book 2339, Page 75 in the Register's Office of Shelby County, Tennessee.

2. Purchaser shall pay the Seller the recording fee to the Shelby County Register.
3. The Seller will credit to the Purchaser at the time of conveyance, the sum not to exceed One Thousand Three Hundred and Fifty Dollars and 00/100 U.S. Dollars (\$1,350.00) against the agreed upon purchase price, for the value of the maintenance made to the Property according to the Application. If this MOU is terminated for any reason or if the sale of the Property is not approved by Memphis City Council, Purchaser agrees that it shall not be reimbursed or compensated for any maintenance undertaken on the Property.
4. Until conveyance of the Property to the Purchaser, Purchaser may only have non-exclusive rights of access and use of the Property consistent with the terms of this MOU and the Application. Purchaser shall not permit any waste or damage to Property and shall not occupy or use the Property for any purposes that are unlawful, hazardous, unsanitary, noxious, or offensive.
5. Purchaser shall not conduct any business on the Property for profit or otherwise, except for the permitted access and maintenance uses described in this MOU.
6. Purchaser shall not store or use petroleum-based products, fertilizers, pesticides, or other chemicals on the Property, while the Property is still owned by the Seller
7. No alcoholic beverages or controlled substances of any kind shall be permitted, consumed, used, or kept on the Property, while the Property is still owned by the Seller.
8. At the time the Quit Claim deed is recorded, the City shall submit the necessary application with the Shelby County Assessor's Office to combine the Property with the Purchaser's existing adjacent property, if applicable.
9. Purchaser shall continue to maintain the Property in a manner consistent with the Application and all local, state, and federal laws, regulations, and property/housing/zoning codes.

Revised 2-18-16

10. Purchaser hereby waives and releases the City of Memphis, TN all of its departments and divisions and all of its employees, agents or other representatives from any loss, claim, cause of action, damage, or liability whatsoever, whether without limitation strict or absolute liability in tort or by statute imposed, charge, cost or expense, including without limitation, attorneys' fees to the extent any damage or loss to property or injury or death resulting in any manner from this MOU, Application, or exercising the rights and obligations therein.
11. Purchaser hereby agrees to indemnify the City of Memphis, TN, all of its departments and divisions and all of its employees, agents or other representatives against any monetary award, both compensatory and punitive, or equitable relief by a judge or jury that may result from damages or loss to persons or property sustained as a result of this MOU, Application, or exercising the rights and obligations therein.
12. Purchaser shall not permit any interest or lien to be placed on the Property, while the Property is still owned by the Seller.
13. In the event the Purchaser:
 - A. Fails to perform the terms of this MOU; or
 - B. No longer owns a lot adjacent to the Property; or
 - C. Violates the terms of the Application, including the timely payment of the purchase price; or
 - D. If the Memphis City Council fails to pass the necessary Resolution,

This MOU shall automatically terminate and become null and void and neither party shall have further liability to the other arising out of this MOU, except paragraphs 10, 11 and 12, which shall survive.

14. Purchaser shall not assign, lease or otherwise transfer any rights under this MOU, without the written consent of the City of Memphis, Department of General Services and City Council.

IN WITNESS WHEREOF, the Parties have executed this MOU this 21 day of July, 2023.

CITY OF MEMPHIS, TN

a municipal corporation

Melanie Shaw
Administrator, Memphis Code Enforcement

Sheber C. Smith
Sheber C. Smith, Purchaser

Revised 2-18-16

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is hereby entered into this 20th day of July, 2023 by and between the City of Memphis, TN, a Tennessee municipal corporation, by and through its Department of General Services, ("Seller"), and NEFERTITI HOUSTON AND ORLISH NEWSOM, ("Purchaser"), which are collectively referred to as the "Parties".

RECITALS

- A. WHEREAS, the City's Department of General Services instituted a Mow to Own Program ("Program") as part of the City of Memphis' ongoing efforts to improve neighborhoods by returning vacant, abandoned, and underutilized properties into productive community assets; and,
- B. WHEREAS, under the Program homeowners may qualify and be approved for the purchase of vacant lot(s) adjacent to their home; and
- C. WHEREAS, under the Program non-profit organizations that are registered and in good standing with the State of Tennessee, that are existing stakeholders within the same neighborhood as specific vacant lots may qualify and be approved for purchase thereof; and,
- D. WHEREAS, the Purchaser has successfully submitted an application, to the Seller, attached here to and made a part here of and marked "Exhibit A" ("Application"), outlining the Purchaser's maintenance program of the specific vacant lot(s) identified as "Exhibit B" attached here to and made a part hereof; and,
- E. WHEREAS, in exchange for the Purchaser's commitment to maintain the vacant lot(s), the Seller agrees to permit the non-exclusive use thereof; and,
- F. WHEREAS, the Parties are in agreement and desire to memorialize their intentions relative to the purchase of the vacant lot(s); and,

NOW, THEREFORE, subject to subsequent approval of Memphis City Council, the Parties hereby agree as follows:

1. Subject to all terms and conditions of this MOU and the Application, the Seller may submit to the Memphis City Council a resolution requesting authority to sell, "As-Is Where-Is" by quitclaim deed, the following real property ("Property") to the Purchaser:

Tax Parcel № 042067 00033

Revised 2-18-16

Commonly known as 0 Hollywood Street, Memphis, TN 38108;

Situated in the County of Shelby, in the State of Tennessee, and in the City of Memphis and bounded and described as follows:

Lots 1 and 2, Hanover Heights Subdivision as shown on plat of record in Plat Book 9, Page 46, in the Register's Office of Shelby County Tennessee.

2. Purchaser shall pay the Seller the recording fee to the Shelby County Register
3. The Seller will credit to the Purchaser at the time of conveyance, the sum not to exceed One Thousand Three Hundred and Fifty Dollars and 00/100 U.S. Dollars (\$1,350.00) against the agreed upon purchase price, for the value of the maintenance made to the Property according to the Application. If this MOU is terminated for any reason or if the sale of the Property is not approved by Memphis City Council, Purchaser agrees that it shall not be reimbursed or compensated for any maintenance undertaken on the Property.
4. Until conveyance of the Property to the Purchaser, Purchaser may only have non-exclusive rights of access and use of the Property consistent with the terms of this MOU and the Application. Purchaser shall not permit any waste or damage to Property and shall not occupy or use the Property for any purposes that are unlawful, hazardous, unsanitary, noxious, or offensive.
5. Purchaser shall not conduct any business on the Property for profit or otherwise, except for the permitted access and maintenance uses described in this MOU.
6. Purchaser shall not store or use petroleum-based products, fertilizers, pesticides, or other chemicals on the Property, while the Property is still owned by the Seller
7. No alcoholic beverages or controlled substances of any kind shall be permitted, consumed, used, or kept on the Property, while the Property is still owned by the Seller.
8. At the time the Quit Claim deed is recorded, the City shall submit the necessary application with the Shelby County Assessor's Office to combine the Property with the Purchaser's existing adjacent property, if applicable.
9. Purchaser shall continue to maintain the Property in a manner consistent with the Application and all local, state, and federal laws, regulations, and property/housing/zoning codes.

Revised 2-18-16

10. Purchaser hereby waives and releases the City of Memphis, TN all of its departments and divisions and all of its employees, agents or other representatives from any loss, claim, cause of action, damage, or liability whatsoever, whether without limitation strict or absolute liability in tort or by statute imposed, charge, cost or expense, including without limitation, attorneys' fees to the extent any damage or loss to property or injury or death resulting in any manner from this MOU, Application, or exercising the rights and obligations therein.
11. Purchaser hereby agrees to indemnify the City of Memphis, TN, all of its departments and divisions and all of its employees, agents or other representatives against any monetary award, both compensatory and punitive, or equitable relief by a judge or jury that may result from damages or loss to persons or property sustained as a result of this MOU, Application, or exercising the rights and obligations therein.
12. Purchaser shall not permit any interest or lien to be placed on the Property, while the Property is still owned by the Seller.
13. In the event the Purchaser:
 - A. Fails to perform the terms of this MOU; or
 - B. No longer owns a lot adjacent to the Property; or
 - C. Violates the terms of the Application, including the timely payment of the purchase price; or
 - D. If the Memphis City Council fails to pass the necessary Resolution,

This MOU shall automatically terminate and become null and void and neither party shall have further liability to the other arising out of this MOU, except paragraphs 10, 11 and 12, which shall survive.

14. Purchaser shall not assign, lease or otherwise transfer any rights under this MOU, without the written consent of the City of Memphis, Department of General Services and City Council.

IN WITNESS WHEREOF, the Parties have executed this MOU this 20th day of July, 2023.

CITY OF MEMPHIS, TN

a municipal corporation



Administrator, Memphis Code Enforcement





NEFERITI HOUSTON AND ORLISH NEWSOM

Purchaser

Revised 2-18-16

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is hereby entered into this 15 day of May, 2023 by and between the City of Memphis, TN, a Tennessee municipal corporation, by and through its Department of General Services, ("Seller"), and Edie B Maxwell & Lamonte Maxwell, ("Purchaser"), which are collectively referred to as the "Parties".

RECITALS

- A. WHEREAS, the City's Department of General Services instituted a Mow to Own Program ("Program") as part of the City of Memphis' ongoing efforts to improve neighborhoods by returning vacant, abandoned, and underutilized properties into productive community assets; and,
- B. WHEREAS, under the Program homeowners may qualify and be approved for the purchase of vacant lot(s) adjacent to their home; and
- C. WHEREAS, under the Program non-profit organizations that are registered and in good standing with the State of Tennessee, that are existing stakeholders within the same neighborhood as specific vacant lots may qualify and be approved for purchase thereof; and,
- D. WHEREAS, the Purchaser has successfully submitted an application, to the Seller, attached here to and made a part here of and marked "Exhibit A" ("Application"), outlining the Purchaser's maintenance program of the specific vacant lot(s) identified as "Exhibit B" attached here to and made a part hereof; and,
- E. WHEREAS, in exchange for the Purchaser's commitment to maintain the vacant lot(s), the Seller agrees to permit the non-exclusive use thereof; and,
- F. WHEREAS, the Parties are in agreement and desire to memorialize their intentions relative to the purchase of the vacant lot(s); and,

NOW, THEREFORE, subject to subsequent approval of Memphis City Council, the Parties hereby agree as follows:

1. Subject to all terms and conditions of this MOU and the Application, the Seller may submit to the Memphis City Council a resolution requesting authority to sell, "As-Is Where-Is" by quitclaim deed, the following real property ("Property") to the Purchaser:

Tax Parcel № 059005 00026;

Revised 2-18-16

Commonly known as 1045 Semmes Ave Memphis, TN 38111

Situated in the County of Shelby, in the State of Tennessee, and in the City of Memphis and described as follows:

Part of Lot 3 of Ella H. Hoskins Subdivision, as recorded in Plat Book 8, Page 61, in the Register's Office of Shelby County, Tennessee.

2. Purchaser shall pay the Seller the recording fee to the Shelby County Register.
3. The Seller will credit to the Purchaser at the time of conveyance, the sum not to exceed One Thousand Three Hundred and Fifty Dollars and 00/100 U.S. Dollars (\$1,350.00) against the agreed upon purchase price, for the value of the maintenance made to the Property according to the Application. If this MOU is terminated for any reason or if the sale of the Property is not approved by Memphis City Council, Purchaser agrees that it shall not be reimbursed or compensated for any maintenance undertaken on the Property.
4. Until conveyance of the Property to the Purchaser, Purchaser may only have non-exclusive rights of access and use of the Property consistent with the terms of this MOU and the Application. Purchaser shall not permit any waste or damage to Property and shall not occupy or use the Property for any purposes that are unlawful, hazardous, unsanitary, noxious, or offensive.
5. Purchaser shall not conduct any business on the Property for profit or otherwise, except for the permitted access and maintenance uses described in this MOU.
6. Purchaser shall not store or use petroleum-based products, fertilizers, pesticides, or other chemicals on the Property, while the Property is still owned by the Seller
7. No alcoholic beverages or controlled substances of any kind shall be permitted, consumed, used, or kept on the Property, while the Property is still owned by the Seller.
8. At the time the Quit Claim deed is recorded, the City shall submit the necessary application with the Shelby County Assessor's Office to combine the Property with the Purchaser's existing adjacent property, if applicable.
9. Purchaser shall continue to maintain the Property in a manner consistent with the Application and all local, state, and federal laws, regulations, and property/housing/zoning codes.

Revised 2-18-16

10. Purchaser hereby waives and releases the City of Memphis, TN all of its departments and divisions and all of its employees, agents or other representatives from any loss, claim, cause of action, damage, or liability whatsoever, whether without limitation strict or absolute liability in tort or by statute imposed, charge, cost or expense, including without limitation, attorneys' fees to the extent any damage or loss to property or injury or death resulting in any manner from this MOU, Application, or exercising the rights and obligations therein.
11. Purchaser hereby agrees to indemnify the City of Memphis, TN, all of its departments and divisions and all of its employees, agents or other representatives against any monetary award, both compensatory and punitive, or equitable relief by a judge or jury that may result from damages or loss to persons or property sustained as a result of this MOU, Application, or exercising the rights and obligations therein.
12. Purchaser shall not permit any interest or lien to be placed on the Property, while the Property is still owned by the Seller.
13. In the event the Purchaser:
 - A. Fails to perform the terms of this MOU; or
 - B. No longer owns a lot adjacent to the Property; or
 - C. Violates the terms of the Application, including the timely payment of the purchase price; or
 - D. If the Memphis City Council fails to pass the necessary Resolution,

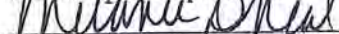
This MOU shall automatically terminate and become null and void and neither party shall have further liability to the other arising out of this MOU, except paragraphs 10, 11 and 12, which shall survive.

14. Purchaser shall not assign, lease or otherwise transfer any rights under this MOU, without the written consent of the City of Memphis, Department of General Services and City Council.

IN WITNESS WHEREOF, the Parties have executed this MOU this _____ day of _____, 2023.

CITY OF MEMPHIS, TN

a municipal corporation



Administrator, Memphis Code Enforcement



Edie B. Maxwell & Lamonte Maxwell

Purchaser

Revised 2-18-16

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is hereby entered into this 5th day of November, 2024 by and between the **City of Memphis, TN**, a Tennessee municipal corporation, by and through its Department of General Services, ("Seller"), and **New Mt. Olive Missionary Baptist Church**, ("Purchaser"), which are collectively referred to as the "Parties".

RECITALS

- A. **WHEREAS**, the City's Department of General Services instituted a Mow to Own Program ("Program") as part of the City of Memphis' ongoing efforts to improve neighborhoods by returning vacant, abandoned, and underutilized properties into productive community assets; and,
- B. **WHEREAS**, under the Program homeowners may qualify and be approved for the purchase of vacant lot(s) adjacent to their home; and
- C. **WHEREAS**, under the Program non-profit organizations that are registered and in good standing with the State of Tennessee, that are existing stakeholders within the same neighborhood as specific vacant lots may qualify and be approved for purchase thereof; and,
- D. **WHEREAS**, the Purchaser has successfully submitted an application, to the Seller, attached here to and made a part here of and marked "Exhibit A" ("Application"), outlining the Purchaser's maintenance program of the specific vacant lot(s) identified as "Exhibit B" attached here to and made a part hereof; and,
- E. **WHEREAS**, in exchange for the Purchaser's commitment to maintain the vacant lot(s), the Seller agrees to permit the non-exclusive use thereof; and,
- F. **WHEREAS**, the Parties are in agreement and desire to memorialize their intentions relative to the purchase of the vacant lot(s); and,

NOW, THEREFORE, subject to subsequent approval of Memphis City Council, the Parties hereby agree as follows:

- 1. Subject to all terms and conditions of this MOU and the Application, the Seller may submit to the Memphis City Council a resolution requesting authority to sell, "As-Is Where-Is" by quitclaim deed, the following real property ("Property") to the Purchaser:

Tax Parcel No 014010 00051

Revised 2-18-16

Commonly known as 889 Porter Street, Memphis, TN 38126;

Situated in the County of Shelby, in the State of Tennessee, and in the City of Memphis and bounded and described as follows:

Lot 6, in Block "F" of E.E. and M.L. Meacham's Subdivision as shown in Plat Book 2, Page 103, in the Register's Office of Shelby County, Tennessee, reference to which plat is hereby made for a more particular description of said property.

2. Purchaser shall pay the Seller the recording fee to the Shelby County Register.
3. The Seller will credit to the Purchaser at the time of conveyance, the sum not to exceed One Thousand Three Hundred and Fifty Dollars and 00/100 U.S. Dollars (\$1,350.00) against the agreed upon purchase price, for the value of the maintenance made to the Property according to the Application. If this MOU is terminated for any reason or if the sale of the Property is not approved by Memphis City Council, Purchaser agrees that it shall not be reimbursed or compensated for any maintenance undertaken on the Property.
4. Until conveyance of the Property to the Purchaser, Purchaser may only have non-exclusive rights of access and use of the Property consistent with the terms of this MOU and the Application. Purchaser shall not permit any waste or damage to Property and shall not occupy or use the Property for any purposes that are unlawful, hazardous, unsanitary, noxious, or offensive.
5. Purchaser shall not conduct any business on the Property for profit or otherwise, except for the permitted access and maintenance uses described in this MOU.
6. Purchaser shall not store or use petroleum-based products, fertilizers, pesticides, or other chemicals on the Property, while the Property is still owned by the Seller
7. No alcoholic beverages or controlled substances of any kind shall be permitted, consumed, used, or kept on the Property, while the Property is still owned by the Seller.
8. At the time the Quit Claim deed is recorded, the City shall submit the necessary application with the Shelby County Assessor's Office to combine the Property with the Purchaser's existing adjacent property, if applicable.
9. Purchaser shall continue to maintain the Property in a manner consistent with the Application and all local, state, and federal laws, regulations, and property/housing/zoning codes.

Revised 2-18-16

10. Purchaser hereby waives and releases the City of Memphis, TN all of its departments and divisions and all of its employees, agents or other representatives from any loss, claim, cause of action, damage, or liability whatsoever, whether without limitation strict or absolute liability in tort or by statute imposed, charge, cost or expense, including without limitation, attorneys' fees to the extent any damage or loss to property or injury or death resulting in any manner from this MOU, Application, or exercising the rights and obligations therein.
11. Purchaser hereby agrees to indemnify the City of Memphis, TN, all of its departments and divisions and all of its employees, agents or other representatives against any monetary award, both compensatory and punitive, or equitable relief by a judge or jury that may result from damages or loss to persons or property sustained as a result of this MOU, Application, or exercising the rights and obligations therein.
12. Purchaser shall not permit any interest or lien to be placed on the Property, while the Property is still owned by the Seller.
13. In the event the Purchaser:
 - A. Fails to perform the terms of this MOU; or
 - B. No longer owns a lot adjacent to the Property; or
 - C. Violates the terms of the Application, including the timely payment of the purchase price; or
 - D. If the Memphis City Council fails to pass the necessary Resolution,

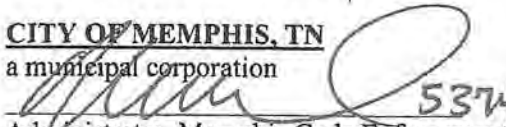
This MOU shall automatically terminate and become null and void and neither party shall have further liability to the other arising out of this MOU, except paragraphs 10, 11 and 12, which shall survive.

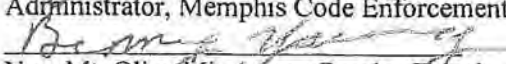
14. Purchaser shall not assign, lease or otherwise transfer any rights under this MOU, without the written consent of the City of Memphis, Department of General Services and City Council.

IN WITNESS WHEREOF, the Parties have executed this MOU this 5th day of November, 2024

CITY OF MEMPHIS, TN

a municipal corporation

 5374
Administrator, Memphis Code Enforcement


New Mt. Olive Missionary Baptist Church, c/o Benny Young, Trustee
Purchaser

Revised 2-18-16

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is hereby entered into this 8th day of November 2024 by and between the City of Memphis, TN, a Tennessee municipal corporation, by and through its Department of General Services, ("Seller"), and Ramon Octavio Moreno Chaparro and Deborah Moreno, ("Purchasers"), which are collectively referred to as the "Parties".

RECITALS

- A. WHEREAS, the City's Department of General Services instituted a Mow to Own Program ("Program") as part of the City of Memphis' ongoing efforts to improve neighborhoods by returning vacant, abandoned, and underutilized properties into productive community assets; and,
- B. WHEREAS, under the Program homeowners may qualify and be approved for the purchase of vacant lot(s) adjacent to their home; and
- C. WHEREAS, under the Program non-profit organizations that are registered and in good standing with the State of Tennessee, that are existing stakeholders within the same neighborhood as specific vacant lots may qualify and be approved for purchase thereof; and,
- D. WHEREAS, the Purchaser has successfully submitted an application, to the Seller, attached here to and made a part here of and marked "Exhibit A" ("Application"), outlining the Purchaser's maintenance program of the specific vacant lot(s) identified as "Exhibit B" attached here to and made a part hereof; and,
- E. WHEREAS, in exchange for the Purchaser's commitment to maintain the vacant lot(s), the Seller agrees to permit the non-exclusive use thereof; and,
- F. WHEREAS, the Parties are in agreement and desire to memorialize their intentions relative to the purchase of the vacant lot(s); and,

NOW, THEREFORE, subject to subsequent approval of Memphis City Council, the Parties hereby agree as follows:

- 1. Subject to all terms and conditions of this MOU and the Application, the Seller may submit to the Memphis City Council a resolution requesting authority to sell, "As-Is Where-Is" by quitclaim deed, the following real property ("Property") to the Purchaser:

Tax Parcel #: 025071 00050.

Revised 2-18-16

Commonly known as: 726 Bullington Avenue, Memphis, TN 38106

Situated in the County of Shelby, in the State of Tennessee, and in the City of Memphis and bounded and described as follows:

Lot 2, of Morgan's Subdivision of Lot 13 of the Duneri and Crosby Subdivision

800-501-1556
www.diabetesinc.com

as shown on plat of record in Plat Book 13, Page 2, in the Register's Office of Shelby County, Tennessee, to which plat reference is hereby made for a more particular description of said Land.

2. Purchaser shall pay the Seller the recording fee to the Shelby County Register.
3. The Seller will credit to the Purchaser at the time of conveyance, the sum not to exceed One Thousand Three Hundred and Fifty Dollars and 00/100 U.S. Dollars (\$1,350.00) against the agreed upon purchase price, for the value of the maintenance made to the Property according to the Application. If this MOU is terminated for any reason or if the sale of the Property is not approved by Memphis City Council, Purchaser agrees that it shall not be reimbursed or compensated for any maintenance undertaken on the Property.
4. Until conveyance of the Property to the Purchaser, Purchaser may only have non-exclusive rights of access and use of the Property consistent with the terms of this MOU and the Application. Purchaser shall not permit any waste or damage to Property and shall not occupy or use the Property for any purposes that are unlawful, hazardous, unsanitary, noxious, or offensive.
5. Purchaser shall not conduct any business on the Property for profit or otherwise, except for the permitted access and maintenance uses described in this MOU.
6. Purchaser shall not store or use petroleum-based products, fertilizers, pesticides, or other chemicals on the Property, while the Property is still owned by the Seller.
7. No alcoholic beverages or controlled substances of any kind shall be permitted, consumed, used, or kept on the Property, while the Property is still owned by the Seller.
8. At the time the Quit Claim deed is recorded, the City shall submit the necessary application with the Shelby County Assessor's Office to combine the Property with the Purchaser's existing adjacent property, if applicable.
9. Purchaser shall continue to maintain the Property in a manner consistent with the Application and all local, state, and federal laws, regulations, and property/housing/zoning codes.

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- 1 -

10. Purchaser hereby waives and releases the City of Memphis, TN all of its departments and divisions and all of its employees, agents or other representatives from any loss, claim, cause of action, damage, or liability whatsoever, whether without limitation strict or Revised liability in tort or by statute imposed, charge, cost or expense, including without limitation, attorneys' fees to the extent any damage or loss to property or injury or death resulting in any manner from this MOU, Application, or exercising the rights and obligations therein.
11. Purchaser hereby agrees to indemnify the City of Memphis, TN, all of its departments and divisions and all of its employees, agents or other representatives against any monetary award, both compensatory and punitive, or equitable relief by a judge or jury that may result from damages or loss to persons or property sustained as a result of this MOU, Application, or exercising the rights and obligations therein.
12. Purchaser shall not permit any interest or lien to be placed on the Property, while the Property is still owned by the Seller.
13. In the event the Purchaser:
 - A. fails to perform the terms of this MOU; or
 - B. No longer owns a lot adjacent to the Property; or
 - C. Violates the terms of the Application, including the timely payment of the purchase price; or

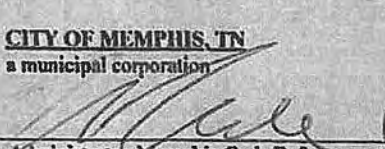
D. If the Memphis City Council fails to pass the necessary Resolution.

This MOU shall automatically terminate and become null and void and neither party shall have further liability to the other arising out of this MOU, except paragraphs 10, 11 and 12, which shall survive.


14. Purchaser shall not assign, lease or otherwise transfer any rights under this MOU, without the written consent of the City of Memphis, Department of General Services and City Council.

IN WITNESS WHEREOF, the Parties have executed this MOU this 8th day of November 2024.

CITY OF MEMPHIS, TN
a municipal corporation


Administrator, Memphis Code Enforcement


Ramon Octavio Moreno Chaparro, Purchaser


Deborah Moreno

Revised 2-18-16

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is hereby entered into this 7th day of June, 2023 by and between the City of Memphis, TN, a Tennessee municipal corporation, by and through its Department of General Services, ("Seller"), and MINC, ("Purchaser"), which are collectively referred to as the "Parties".

RECITALS

- A. WHEREAS, the City's Department of General Services instituted a Mow to Own Program ("Program") as part of the City of Memphis' ongoing efforts to improve neighborhoods by returning vacant, abandoned, and underutilized properties into productive community assets; and,
- B. WHEREAS, under the Program homeowners may qualify and be approved for the purchase of vacant lot(s) adjacent to their home; and
- C. WHEREAS, under the Program non-profit organizations that are registered and in good standing with the State of Tennessee, that are existing stakeholders within the same neighborhood as specific vacant lots may qualify and be approved for purchase thereof; and,
- D. WHEREAS, the Purchaser has successfully submitted an application, to the Seller, attached here to and made a part here of and marked "Exhibit A" ("Application"), outlining the Purchaser's maintenance program of the specific vacant lot(s) identified as "Exhibit B" attached here to and made a part hereof; and,
- E. WHEREAS, in exchange for the Purchaser's commitment to maintain the vacant lot(s), the Seller agrees to permit the non-exclusive use thereof; and,
- F. WHEREAS, the Parties are in agreement and desire to memorialize their intentions relative to the purchase of the vacant lot(s); and,

NOW, THEREFORE, subject to subsequent approval of Memphis City Council, the Parties hereby agree as follows:

- 1. Subject to all terms and conditions of this MOU and the Application, the Seller may submit to the Memphis City Council a resolution requesting authority to sell, "As-Is Where-Is" by quitclaim deed, the following real property ("Property") to the Purchaser:

Tax Parcel No 031113 00002;

Revised 2-18-16

Commonly known as 0 E Southern Avenue, Memphis, TN 38101;

Situated in the County of Shelby, in the State of Tennessee, and in the City of Memphis and bounded and described as follows:

Lots seven (7) and eight (6) of Meacham and White's Flower Garden Subdivision, as shown on plat thereof of record in Plat Book 4, Page 10, in the Register's Office of Shelby County, Tennessee.

2. Purchaser shall pay the Seller the recording fee to the Shelby County Register.
3. The Seller will credit to the Purchaser at the time of conveyance, the sum not to exceed One Thousand Three Hundred and Fifty Dollars and 00/100 U.S. Dollars (\$1,350.00) against the agreed upon purchase price, for the value of the maintenance made to the Property according to the Application. If this MOU is terminated for any reason or if the sale of the Property is not approved by Memphis City Council, Purchaser agrees that it shall not be reimbursed or compensated for any maintenance undertaken on the Property.
4. Until conveyance of the Property to the Purchaser, Purchaser may only have non-exclusive rights of access and use of the Property consistent with the terms of this MOU and the Application. Purchaser shall not permit any waste or damage to Property and shall not occupy or use the Property for any purposes that are unlawful, hazardous, unsanitary, noxious, or offensive.
5. Purchaser shall not conduct any business on the Property for profit or otherwise, except for the permitted access and maintenance uses described in this MOU.
6. Purchaser shall not store or use petroleum-based products, fertilizers, pesticides, or other chemicals on the Property, while the Property is still owned by the Seller
7. No alcoholic beverages or controlled substances of any kind shall be permitted, consumed, used, or kept on the Property, while the Property is still owned by the Seller.
8. At the time the Quit Claim deed is recorded, the City shall submit the necessary application with the Shelby County Assessor's Office to combine the Property with the Purchaser's existing adjacent property, if applicable.
9. Purchaser shall continue to maintain the Property in a manner consistent with the Application and all local, state, and federal laws, regulations, and property/housing/zoning codes.
10. Purchaser hereby waives and releases the City of Memphis, TN all of its departments and divisions and all of its employees, agents or other representatives from any loss, claim,

Revised 2-18-16

cause of action, damage, or liability whatsoever, whether without limitation strict or absolute liability in tort or by statute imposed, charge, cost or expense, including without limitation, attorneys' fees to the extent any damage or loss to property or injury or death resulting in any manner from this MOU, Application, or exercising the rights and obligations therein.

11. Purchaser hereby agrees to indemnify the City of Memphis, TN, all of its departments and divisions and all of its employees, agents or other representatives against any monetary award, both compensatory and punitive, or equitable relief by a judge or jury that may result from damages or loss to persons or property sustained as a result of this MOU, Application, or exercising the rights and obligations therein.
12. Purchaser shall not permit any interest or lien to be placed on the Property, while the Property is still owned by the Seller.
13. In the event the Purchaser:
 - A. Fails to perform the terms of this MOU; or
 - B. No longer owns a lot adjacent to the Property; or
 - C. Violates the terms of the Application, including the timely payment of the purchase price; or
 - D. If the Memphis City Council fails to pass the necessary Resolution,

This MOU shall automatically terminate and become null and void and neither party shall have further liability to the other arising out of this MOU, except paragraphs 10, 11 and 12, which shall survive.

14. Purchaser shall not assign, lease or otherwise transfer any rights under this MOU, without the written consent of the City of Memphis, Department of General Services and City Council.

IN WITNESS WHEREOF, the Parties have executed this MOU this 7th day of June, 2023.

CITY OF MEMPHIS, TN

a municipal corporation

Minced
Administrator, Memphis Code Enforcement

Kindell Thomas

MINC

Purchaser

Property Transfer: Mow-to-Own Program

A RESOLUTION approving the transfer of 15 City-owned vacant parcels to the Mow-to-Own Program. **Districts 3, 4, 6 & 7 and Super District 8 & 9.** Sponsored by Administration.

- **Description:** Transfer 15 parcels to adjacent property owners under the Mow-to-Own Program subject to City Ordinance 2-16-2
The adjacent property owners have paid the \$175.00 application fee and completed the MOU
 - **Impact:** Sale of vacant parcels will increase the City’s General Fund, generate tax revenue, eliminate blight, and eliminate the maintenance cost for the City of Memphis
 - **Revenue to be Received:** \$28,150.00
1. 2944 Birchdale Drive (Parcel # 072029 00029) – Participant: Elnora Shinault – Sales Price: \$3,000.00
 2. 1805 Woodburn Drive (Parcel # 071007 00009) – Participant: Ms. Jerry A. Neal – Sales Price: \$4,000.00
 3. 1307 College Street (Parcel # 014032 00008) – Participant: Antoinette M. Ozier – Sales Price: \$2,500.00
 4. 681 Edith Avenue (Parcel # 025037 00007) – Participant: James McGregory – Sales Price \$3,500.00
 5. 1390 Standridge Street (Parcel # 042055 00044) – Participant: Zen Yari Winters – Sales Price: \$2,500.00
 6. 3280 Forst Glen Cove (Parcel # 073041 E00058) – Participant: Timara Barton – Sales Price: \$4,000.00
 7. 461 Essex Avenue (Parcel # 034019 00002) – Participant: Ronald Odom – Sales Price: \$2,500.00
 8. 1267 Wellington (Parcel # 013055 00035) – Participant: Mansa Henley – Sales Price: \$3,000.00
 9. 1750 Pendleton Street (Parcel # 059011 00072) – Participant: Will Lewis – Sales Price: \$4,000.00
 10. 1360 Cella Street (Parcel # 061019 00033) – Participant: Sheber C. Smith – Sales Price: \$3,000.00
 11. 1644 N. Hollywood St (Parcel # 042067 00033) – Participants: Nefertiti Houston & Orlish Newsom – Sales Price: \$2,800.00
 12. 1045 Semmes Avenue (Parcel # 059005 00026) – Participants: Edie B. Maxwell & Lamonte Maxwell – Sales Price: \$4,000.00
 13. 889 Porter Street (Parcel # 014010 00051) – Participant: New Mt. Olive MB Church – Sales Price: \$2,700.00
 14. 726 Bullington Avenue (Parcel # 025071 00050) – Participants: Ramon O. Chaparro & Deborah Morenao – Sales Price: \$2,900.00
 15. 0 Southern Avenue (Parcel # 031113 00002) – Participant: MINC – Sales Price: \$4,000.00



January 20, 2026

The Honorable Janika White, Chairwoman
Personnel and Government Affairs
City Hall - Room 514
Memphis, TN 38103

Dear Chairwoman White:

Subject to Council approval, I hereby recommend that:

Brian Waldron

be appointed to the Memphis Stormwater Board with a term expiration date of July 3, 2026.

I have attached biographical information.

Sincerely,

A handwritten signature in blue ink, appearing to read "Paul A. Young".

Paul A. Young
Mayor

Enclosure
cc: Council Members

MEMPHIS STORMWATER BOARD

5 Member Board

2 Alternate Members

2 Year Term

Oath of Office Required

Purpose of Board:

To hear appeals filed by any person relating to an order, permit or such other actions deemed appropriate by the Director or incurring a civil penalty or damage assessment imposed by the City pursuant to the City of Memphis Stormwater Ordinance. To issue subpoenas requiring attendance of witnesses and production of such evidence, as requested, administer oaths, and take testimony as the board deems necessary to fulfill its purpose.

Lori Morris	07-03-17	2yr. Term
Charles "Chooch" Pickard	07-03-16	2yr. Term
VACANCY	07-03-16	2yr. Term
VACANCY	07-03-17	2yr. Term
VACANCY	07-03-17	2yr. Term

Alternates:

Engstrom, Ian	07-03-16	2yr. Term
VACANCY	07-03-16	2yr. Term



January 21, 2026

The Honorable Janika White, Chairwoman
Personnel and Government Affairs
City Hall - Room 514
Memphis, TN 38103

Dear Chairwoman White:

Subject to Council approval, I hereby recommend that:

Nicholas Thompson

be appointed to the Board of Ethics with a term expiration date of January 12, 2030.

I have attached biographical information.

Sincerely,

A handwritten signature in blue ink, appearing to read "Paul A. Young".

Paul A. Young
Mayor

Enclosure
cc: Council Members

MEMPHIS BOARD OF ETHICS
8 Member Board
6 Year Term
Oath of Office Required

Purpose:

The Board of Ethics shall have jurisdiction of all ethics complaints lodged against all full-time and part-time elected or appointed officers and employees, whether compensated or not, including those of any separate board, commission, committee, authority, corporation, or other instrumentality appointed or created by the City.

Demitrius Halliburton	Dist. 1	01-12-30
Scott McCormick	Dist. 2	01-12-26
Blanch Thomas	Dist. 3	01-12-28
Carolyn Goodwin Willet	Dist. 4	01-12-28
James Crone	Dist. 5	01-12-26
Edward L. Vaughn	Dist. 6	01-12-28
Vacancy	Dist. 7	01-12-24
Vacancy Judge/Atty	Chairperson	01-12-26

Updated 01/2026



January 21, 2026

The Honorable Janika White, Chairwoman
Personnel and Government Affairs
City Hall - Room 514
Memphis, TN 38103

Dear Chairwoman White:


Subject to Council approval, I hereby recommend that:

Scott McCormick

be reappointed to the Board of Ethics with a term expiration date of January 12, 2032.

I have attached biographical information.

Sincerely,



Paul A. Young
Mayor

Enclosure
cc: Council Members

MEMPHIS BOARD OF ETHICS
8 Member Board
6 Year Term
Oath of Office Required

Purpose:

The Board of Ethics shall have jurisdiction of all ethics complaints lodged against all full-time and part-time elected or appointed officers and employees, whether compensated or not, including those of any separate board, commission, committee, authority, corporation, or other instrumentality appointed or created by the City.

Demitrius Halliburton	Dist. 1	01-12-30
Scott McCormick	Dist. 2	01-12-26
Blanch Thomas	Dist. 3	01-12-28
Carolyn Goodwin Willet	Dist. 4	01-12-28
James Crone	Dist. 5	01-12-26
Edward L. Vaughn	Dist. 6	01-12-28
Vacancy	Dist. 7	01-12-24
Vacancy Judge/Atty	Chairperson	01-12-26

Updated 01/2026



January 21, 2026

The Honorable Janika White, Chairwoman
Personnel and Government Affairs
City Hall - Room 514
Memphis, TN 38103

Dear Chairwoman White:

Subject to Council approval, I hereby recommend that:

James Crone

be reappointed to the Board of Ethics with a term expiration date of January 12, 2032.

I have attached biographical information.

Sincerely,

A handwritten signature in blue ink that reads "Paul A. Young".

Paul A. Young
Mayor

Enclosure
cc: Council Members

MEMPHIS BOARD OF ETHICS

8 Member Board

6 Year Term

Oath of Office Required

Purpose:

The Board of Ethics shall have jurisdiction of all ethics complaints lodged against all full-time and part-time elected or appointed officers and employees, whether compensated or not, including those of any separate board, commission, committee, authority, corporation, or other instrumentality appointed or created by the City.

Demitrius Halliburton	Dist. 1	01-12-30
Scott McCormick	Dist. 2	01-12-26
Blanch Thomas	Dist. 3	01-12-28
Carolyn Goodwin Willet	Dist. 4	01-12-28
James Crone	Dist. 5	01-12-26
Edward L. Vaughn	Dist. 6	01-12-28
Vacancy	Dist. 7	01-12-24
Vacancy Judge/Atty	Chairperson	01-12-26

Updated 01/2026

REFERENDUM ORDINANCE NO. 5966

A REFERENDUM ORDINANCE TO AMEND ARTICLE 34, SECTION 250 OF THE HOME RULE CHARTER OF THE CITY OF MEMPHIS, RELATIVE TO THE CLASSIFICATION OF OFFICERS AND POSITIONS, EXEMPTIONS FROM ARTICLE; TO AMEND THE CLASSIFICATION OF EMPLOYEES OF THE MEMPHIS AND SHELBY COUNTY PUBLIC LIBRARY TO ALLOW CIVIL SERVICE STATUS

WHEREAS, under Article 34, Section 250 of the City of Memphis Charter, there are classifications of officers and employees who are exempt from the provisions of Article 34: Civil Service; and

WHEREAS, under Article 34: Civil Service, Sections 240 through 248 denote items such as the composition of the Civil Service Commission, the powers and duties of Commissioners, appeals to the Commission, hearings, etc.; and

WHEREAS, in Article 34, Section 250, several classifications of officers and employees are listed as exempt from civil service; among these exempt classifications of employees, Section 250(i) mentions “All officers and employees of the Memphis and Shelby County Public Library;” and

WHEREAS, it has been brought to the attention of the Memphis City Council by employees of the Library Division that there are employees in the division who wish to be subject to civil service status; and

WHEREAS, it is deemed advisable to allow the citizens of Memphis to decide whether to amend the Charter and allow employees of the City of Memphis Library Division civil service status.

Section 1. Proposed Amendment and Authorization.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEMPHIS, TENNESSEE, That pursuant to Article XI, Section 9 of the Constitution of the State of Tennessee, as amended, a proposal for amending the Charter of the City, as set forth in this ordinance, shall be published and submitted by the City of Memphis to its qualified voters at the State General election, which shall be held in the City of Memphis on November 3, 2026, and which shall be held at least sixty (60) days after such publication.

BE IT FURTHER ORDAINED, That the proposed Charter Amendment of Article 34, Section 250 shall remove employees of the Memphis and Shelby County Public Library from exemption and read as follows:

“ARTICLE 34: CIVIL SERVICE

The Director of Personnel shall classify all offices and positions in the City service according to the duties and responsibilities of each position, provided, however, that the following officers and employees shall be exempted from the provisions of this article:

- a. Officers and judges who are elected by popular vote and their successors;
- b. Members of and employees of the Board of Education;
- c. Members of the board and employees of the Memphis Light, Gas and Water Division;
- d. Division directors who are either now or may be hereafter appointed by the Mayor and Council;
- e. All employees of the legal department;
- f. Members of the various boards and commissions now existing or hereafter created;
- g. All staff employees of the offices of the Mayor and Chief Administrative Officer;
- h. One executive secretary for each board, commission, division director, and for the administrative judge of the City court;
- i. All officers of the Memphis and Shelby County Public Library;
- j. All employees of the City Council office;
- k. Such other officers or employees whose positions, in the judgment of the Mayor, with the concurrence of the City Council, cannot be subject to the rules herein provided, and who shall not be affected by such rules and regulations. The provisions of this subsection (k) shall not allow removal of civil service protection from any employee whose position at that time is covered by this article.'

Section 2. Publication of Home Rule Amendment as required by Tennessee Constitution.

BE IT FURTHER ORDAINED, That the Comptroller is hereby directed to cause this Ordinance, as finally adopted, to be published pursuant to provisions of Article XI, Section 9 of the Constitution of the State of Tennessee immediately after adoption by the City Council.

Section 3. Certification and Delivery to Election Commission.

BE IT FURTHER ORDAINED, That upon the adoption of this Ordinance becoming effective as required by law, the Comptroller of the City of Memphis shall immediately certify adoption of this Ordinance and deliver a certified copy thereof to the Shelby County Election Commission in charge of holding the State General election on November 3, 2026, and shall request that the proposed amendment to the Home Rule Charter of the City of Memphis, in the preferred form set forth in this Ordinance, be placed on the ballot.

Section 4. Proposal and preference.

BE IT FURTHER ORDAINED, That the City Council does hereby adopt the suggested proposal and form of question to be placed on the ballot for a referendum vote on a Home Rule Amendment to the Charter of the City of Memphis in a State General election to be held on November 3, 2026, which question shall read as follows:

“Shall Article 34, Sec. 250 of the Home Rule Charter of the City of Memphis be amended to read as follows:

‘ARTICLE 34: CIVIL SERVICE

The Director of Personnel shall classify all offices and positions in the City service according to the duties and responsibilities of each position, provided, however, that the following officers and employees shall be exempted from the provisions of this article:

- a. Officers and judges who are elected by popular vote and their successors;
- b. Members of and employees of the Board of Education;
- c. Members of the board and employees of the Memphis Light, Gas and Water Division;
- d. Division directors who are either now or may be hereafter appointed by the Mayor and Council;
- e. All employees of the legal department;
- f. Members of the various boards and commissions now existing or hereafter created;
- g. All staff employees of the offices of the Mayor and Chief Administrative Officer;
- h. One executive secretary for each board, commission, division director, and for the administrative judge of the City court;
- i. All officers of the Memphis and Shelby County Public Library;
- j. All employees of the City Council office;
- k. Such other officers or employees whose positions, in the judgment of the Mayor, with the concurrence of the City Council, cannot be subject to the rules herein provided, and who shall not be affected by such rules and regulations. The provisions of this subsection (k) shall not allow removal of civil service protection from any employee whose position at that time is covered by this article.’

I, Walter Person, Director of Finance for the City of Memphis, do hereby certify that the foregoing amendment shall have no impact on the annual revenues and expenditures of the City.

FOR THE AMENDMENT	(YES)
AGAINST THE AMENDMENT	(NO)

Section 5. Effective Date of Charter Amendment.

BE IT FURTHER ORDAINED, That this Ordinance shall take effect for the purposes set forth herein sixty (60) days after approval by a majority of the qualified voters voting thereon in an election to be held on November 3, 2026, the public welfare, requiring it.

Section 6. Certification of Results.

BE IT FURTHER ORDAINED, That the Shelby County Election Commission certify the result of said election on the referendum question to the Comptroller of the City of Memphis, who shall see that said result is made a part of the Minutes of the Council of the City of Memphis.

Section 7. BE IT FURTHER ORDAINED, That the Mayor be and is hereby authorized to appropriate and expend out of general revenues of the City of Memphis, Tennessee, a sum sufficient to pay a pro-rata cost attributable to the inclusion of the proposed amendment on the ballot for the election to be held on November 3, 2026, and for the cost of seeking a declaratory judgment as to the enforceability of proposed amendment if approved by the qualified voters of the City.

Section 8. Nonconflicting - Conflicting Laws.

BE IT FURTHER ORDAINED, That from and after the effective date of this Home Rule Amendment, all laws constituting the present Charter of the City of Memphis in conflict with the subject matter of this amendatory Home Rule Ordinance shall be immediately annulled, vacated, and repealed and all laws constituting the present Charter of the City of Memphis not in conflict with this amendatory Home Rule Ordinance, be and the same are here continued in full force and effect.

Section 9. Severability.

BE IT FURTHER ORDAINED, that if any clause, section, paragraph, sentence or part of this Ordinance shall be held or declared to be unconstitutional and void, it shall not affect the remaining parts of this Ordinance, it being hereby declared to be the legislative intent to have passed the remainder of this Ordinance notwithstanding the parts so held to be invalid, if any.

Section 10. Publication as Required by the City Charter.

BE IT FURTHER ORDAINED, that this Ordinance shall also be published by the Comptroller at the same time and manner as required by the City's Charter for all ordinances adopted by the City Council.

Section 11. Enactment of Referendum Ordinance.

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

SPONSORS:

JB Smiley, Jr.

Jerri Green

Dr. Jeff Warren

J. Ford Canale

Yolanda Cooper-Sutton

Jana Swearengen-Washington

Pearl Eva Walker

Dr. Michalyn Easter-Thomas

Edmund Ford, Sr.

Philip Spinosa

CHAIRMAN

J. Ford Canale