

**WHEREAS**, upon occasion, the City Council approves the naming of specified public roads to honor those who have served and enriched this community, and **Commodore C. Primous, Sr.** is a remarkable example of a dedicated educator, community leader, and advocate who is deserving of this City's recognition and gratitude; and

**WHEREAS, Commodore C. Primous, Sr** was born in Fayette, Mississippi, and graduated from Booker T. Washington High School in 1959; he went on to earn a Bachelor's degree in Elementary Education from Langston University in 1963, where he pledged the Phi Psi Chapter of Omega Psi Phi Fraternity, Incorporated in 1960; he furthered his education at the Mathematics Institute at Emory University in 1968 and earned a Master's degree in School Administration and Supervision from Memphis State University in 1970, along with additional postgraduate coursework at Memphis State and the University of Tennessee; and

**WHEREAS, Mr. Primous** began his distinguished career in education at Georgia Avenue Elementary School in 1963, later serving as Principal at Oakville Elementary and for 29 years at Graves Elementary School, as well as at Robert R. Church Elementary School, where he implemented innovative programs that reshaped the Memphis Public School System; and

**WHEREAS, Mr. Primous** was the first principal in Memphis to introduce school uniforms and pioneered a parental involvement program that became a model for community engagement in education; at Robert R. Church Elementary, he introduced peer mediation, conflict resolution, and parent resource programs, and laid the groundwork for initiatives such as chess, math, and dance clubs, and a Family Math and Science Workshop; and

**WHEREAS, Mr. Primous'** visionary leadership earned him numerous accolades, including recognition from the superintendent for his parental involvement program and selection to attend the Harvard University Principal's Center in 2000; his lifelong commitment to Omega Psi Phi Fraternity, Incorporated, and the Epsilon Phi Chapter further exemplifies his dedication to service and mentorship; and

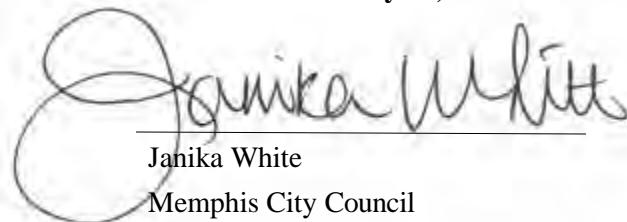
**WHEREAS, Mr. Primous'** legacy is one of transformative leadership, unwavering dedication to youth, and a deep belief in the power of education to uplift communities and change lives; his impact continues to resonate throughout Memphis and beyond;

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MEMPHIS, TENNESSEE** that congratulations and heartfelt appreciation are extended to **Mr. Commodore C. Primous, Sr.**, for his many contributions to education and civic life, and that Millbranch Road between East Raines Road and David Drive shall be designated and always remembered as

## **Mr. Commodore C. Primous, Sr. Way**

**BE IT FURTHER RESOLVED** that the City Engineer is requested to affix suitable signs so designating such public road.

**ADOPTED: January 13, 2026**



Janika White  
Memphis City Council

**WHEREAS**, the Memphis City Council takes great pride in honoring those whose passion, perseverance, and love for the City have created lasting positive change, and Cece Glenn is a shining example of such dedication; and

**WHEREAS**, Cece Glenn is a proud native of Memphis whose deep roots in the community have shaped her into a compassionate leader, devoted wife to Captain Anthony Glenn for 21 wonderful years, and loving mother to three extraordinary children-Amane, Hannah, and Noah; and

**WHEREAS**, Cece's educational journey reflects her commitment to growth and service, from earning her bachelor's degree in Organizational Leadership with a Minor in International Business at the University of Memphis, to completing her MBA at Loyola University of Chicago, and recently achieving a Doctorate in Christian Counseling & Mental Health, demonstrating a lifelong dedication to learning and uplifting others; and

**WHEREAS**, for over 18 years, Cece has excelled as a Real Estate and Consulting entrepreneur, applying her sharp business sense, leadership skills, and heartfelt dedication to help clients and companies thrive, always placing people and relationships at the center of her success; and

**WHEREAS**, Cece's faith and community involvement run deep; as an active member of The Life Church in Memphis, she serves in the Youth Ministry with passion and care, and through her participation in organizations such as the Memphis Junior League and various community boards, she tirelessly gives back to the city that has given her so much; and

**WHEREAS**, embodying the spirit of entrepreneurship and service, Cece recently took on an exciting new chapter as the Owner/Operator of a Chick-fil-A franchise in Downtown Memphis, bringing with her a commitment to excellence, opportunity, and community that promises to make a lasting impact on local families and businesses; and

**WHEREAS**, beyond her professional and community achievements, Cece treasures time spent with her family, enjoys traveling, biking, and volunteering, embracing life's blessings with gratitude, joy, and an open heart; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Memphis City Council honors Cece Glenn not only for her impressive accomplishments as a business leader and entrepreneur but also for her unwavering dedication to family, faith, and the Memphis community; and

**BE IT FURTHER RESOLVED**, that the Memphis City Council extends its warmest gratitude to Cece Glenn for her inspiring leadership, her contributions to economic and community development, and for being a true role model of what can be achieved through belief, hard work, and love for one's city and family.

Adopted January 13, 2026



Philip Spinoso, Jr.  
Memphis City Council  
District 5

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

**ONE ORIGINAL |**  
**ONLY STAPLED |**  
**TO DOCUMENTS |**

**Planning & Development**  
**DIVISION**

Planning & Zoning COMMITTEE: 11/18/2025  
DATE  
PUBLIC SESSION: 12/02/2025  
DATE

**ITEM (CHECK ONE)**

ORDINANCE

RESOLUTION  REQUEST FOR PUBLIC HEARING

**ITEM DESCRIPTION:** Resolution pursuant to Chapter 9.6 of the Memphis and Shelby County Unified Development Code approving a special use permit at the subject property located at 2710 S Mendenhall Rd, known as case number SUP 2025-026

**CASE NUMBER:** SUP 2025-026

**LOCATION:** 2710 S Mendenhall Rd

**COUNCIL DISTRICTS:** District 4 and Super District 8 – Positions 1, 2, and 3

**OWNER/APPLICANT:** Dayana Linares – SKS Investment Properties LLC

**REPRESENTATIVE:** Dayana Linares – SKS Investment Properties LLC

**REQUEST:** Special use permit to allow used vehicle sales

**AREA:** +/-0.626 acres

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

**RECOMMENDED COUNCIL ACTION:** **Public Hearing Not Required**

**PRIOR ACTION ON ITEM:**

(1)

10/09/2025

(1) Land Use Control Board

APPROVAL - (1) APPROVED (2) DENIED

DATE

ORGANIZATION - (1) BOARD / COMMISSION

(2) GOV'T. ENTITY (3) COUNCIL COMMITTEE

**FUNDING:**

(2)

\$

\$

**SOURCE AND AMOUNT OF FUNDS**

\$

\$

\$

REQUIRES CITY EXPENDITURE - (1) YES (2) NO

AMOUNT OF EXPENDITURE

REVENUE TO BE RECEIVED

OPERATING BUDGET

CIP PROJECT #

FEDERAL/STATE/OTHER

**ADMINISTRATIVE APPROVAL:**

*melese C. Stal*

**DATE**

*Nov 6/2025*

**POSITION**

STAFF PLANNER

*Deputy Administrator*

DEPUTY ADMINISTRATOR

*11/6/25*

ADMINISTRATOR

DIRECTOR (JOINT APPROVAL)

COMPTRROLLER

FINANCE DIRECTOR

CITY ATTORNEY

**CHIEF ADMINISTRATIVE OFFICER**

**COMMITTEE CHAIRMAN**



**Memphis City Council  
Summary Sheet**

**SUP 2025-026**

RESOLUTION PURSUANT TO CHAPTER 9.6 OF THE MEMPHIS AND SHELBY COUNTY UNIFIED DEVELOPMENT CODE APPROVING A SPECIAL USE PERMIT AT THE SUBJECT PROPERTY LOCATED AT 2710 S MENDENHALL RD, KNOWN AS CASE NUMBER SUP 2025-026

- This item is a resolution with conditions for a special use permit to allow used vehicle sales; and
- The item may require future public improvement contracts.

## **LAND USE CONTROL BOARD RECOMMENDATION**

At its regular meeting on **Thursday, October 9, 2025**, the Memphis and Shelby County Land Use Control Board held a public hearing on the following application:

<b>CASE NUMBER:</b>	SUP 2025-026
<b>LOCATION:</b>	2710 S Mendenhall Rd
<b>COUNCIL DISTRICT(S):</b>	District 4 and Super District 8 – Positions 1, 2, and 3
<b>OWNER/APPLICANT:</b>	Dayana Linares – SKS Investment Properties LLC
<b>REPRESENTATIVE:</b>	Dayana Linares – SKS Investment Properties LLC
<b>REQUEST:</b>	Special use permit to allow used vehicle sales
<b>EXISTING ZONING:</b>	Commercial Mixed Use – 1 (CMU-1)
<b>AREA:</b>	+/-0.626 acres

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**The following spoke in support:** None

**The following spoke in opposition:** None

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

**The motion passed by a vote of 7-0-0 on the consent agenda.**

Respectfully,

*Mahsan Ostadnia*

Planner II  
Land Use & Development Services

Cc: Committee Members  
File

**SUP 2025-026**  
**CONDITIONS**

1. Streetscape Plate Type S-10 or an equivalent approved by the Division of Planning and Development shall be provided along Fox Plaza Drive and South Mendenhall Road.
2. The dumpster location and screening shall meet the requirements of UDC Sub-Section 4.6.8B.
3. Lighting for outdoor vehicle sales shall be arranged/positioned to prevent direct glare onto any public right-of-way or private property.
4. All parking spaces shall be painted with striping.
5. Any proposed fencing and gating shall meet the locational and material requirements of the Unified Development Code. No razor wire or barbed wire is permitted.
6. An Administrative Site Plan Review (ASPR) shall be submitted and approved by the Division of Planning and Development following final approval by the Memphis City Council and prior to the issuance of any building permits or certificates of occupancy.





**RESOLUTION PURSUANT TO CHAPTER 9.6 OF THE MEMPHIS AND SHELBY COUNTY UNIFIED DEVELOPMENT CODE APPROVING A SPECIAL USE PERMIT AT THE SUBJECT PROPERTY LOCATED AT 2710 S MENDENHALL RD, KNOWN AS CASE NUMBER SUP 2025-026**

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

**WHEREAS**, Dayana Linares – SKS Investment Properties LLC filed an application with the Memphis and Shelby County Division of Planning and Development to allow used vehicle sales; and

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

**WHEREAS**, a public hearing in relation thereto was held before the Memphis and Shelby County Land Use Control Board on October 9, 2025, and said Board has submitted its findings and recommendation concerning the above considerations to the Council of the City of Memphis; and

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

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

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

**BE IT FURTHER RESOLVED**, that this permit merely authorizes the filing of applications to acquire a Certificate of Use and Occupancy, or a Building Permit, and other required permits and approvals, provided that no such Certificate of Use and Occupancy shall be granted until all conditions imposed by the Council of the City of Memphis have been met.

**BE IT FURTHER RESOLVED**, that this Resolution take effect from and after the date it shall have been passed by this Council of the City of Memphis, and become effective as otherwise provided by law, and thereafter shall be treated as in full force and effect by virtue of passage thereof by the Council of the City of Memphis, the public welfare requiring same.

## CONDITIONS

1. Streetscape Plate Type S-10 or an equivalent approved by the Division of Planning and Development shall be provided along Fox Plaza Drive and South Mendenhall Road.
2. The dumpster location and screening shall meet the requirements of UDC Sub-Section 4.6.8B.
3. Lighting for outdoor vehicle sales shall be arranged/positioned to prevent direct glare onto any public right-of-way or private property.
4. All parking spaces shall be painted with striping.
5. Any proposed fencing and gating shall meet the locational and material requirements of the Unified Development Code. No razor wire or barbed wire is permitted.
6. An Administrative Site Plan Review (ASPR) shall be submitted and approved by the Division of Planning and Development following final approval by the Memphis City Council and prior to the issuance of any building permits or certificates of occupancy.





**ATTEST:**

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

**AGENDA ITEM:** 12 **L.U.C.B. MEETING:** October 09, 2025  
**CASE NUMBER:** SUP 2025-026  
**LOCATION:** 2710 S Mendenhall Rd  
**COUNCIL DISTRICT:** District 4 and Super District 8 – Positions 1, 2, and 3  
**OWNER/APPLICANT:** Dayana Linares – SKS Investment Properties LLC  
**REPRESENTATIVE:** Dayana Linares  
**REQUEST:** Special use permit to allow used vehicle sales  
**EXISTING ZONING:** Commercial Mixed Use – 1 (CMU-1)

## CONCLUSIONS

1. The applicant seeks a special use permit to allow used vehicle sales on a 0.626-acre parcel identified as Lot 2 of the Fox Gate Plaza Rev Subdivision, zoned Commercial Mixed Use-1 (CMU-1). The site features a 2,908-square-foot, single-story commercial building constructed in 1974, with dual frontage on South Mendenhall Road and Fox Plaza Drive. The surrounding area includes a mix of commercial, residential, and office uses, making the proposed vehicle sales use generally compatible with the surrounding uses within the neighborhood.
2. The development includes a total of 28 parking spaces: 3 for employees, 4 for customers, 20 designated for vehicle display, and 1 ADA-compliant space. Landscaping is thoughtfully incorporated, featuring evergreen hedges, grass beds, and a mix of tree types positioned to provide shade, screening, and visual enhancement around the site perimeter and parking areas.
3. The site contains a dumpster enclosure in the northeast corner and a pad-mounted electrical transformer in the southeast corner. Vehicular access is provided by two driveways, one on South Mendenhall Road and one on Fox Plaza Drive. Sidewalk access is available along Mendenhall Road only; no sidewalk is present along Fox Plaza Drive.
4. The granting of this special use permit will not cause substantial detriment to the public good, nor will it substantially impair the intent and purpose of an adopted plan or the Unified Development Code (UDC), nor will it be injurious to the neighborhood or the general welfare, and it will be in harmony with the purpose and intent of the UDC.

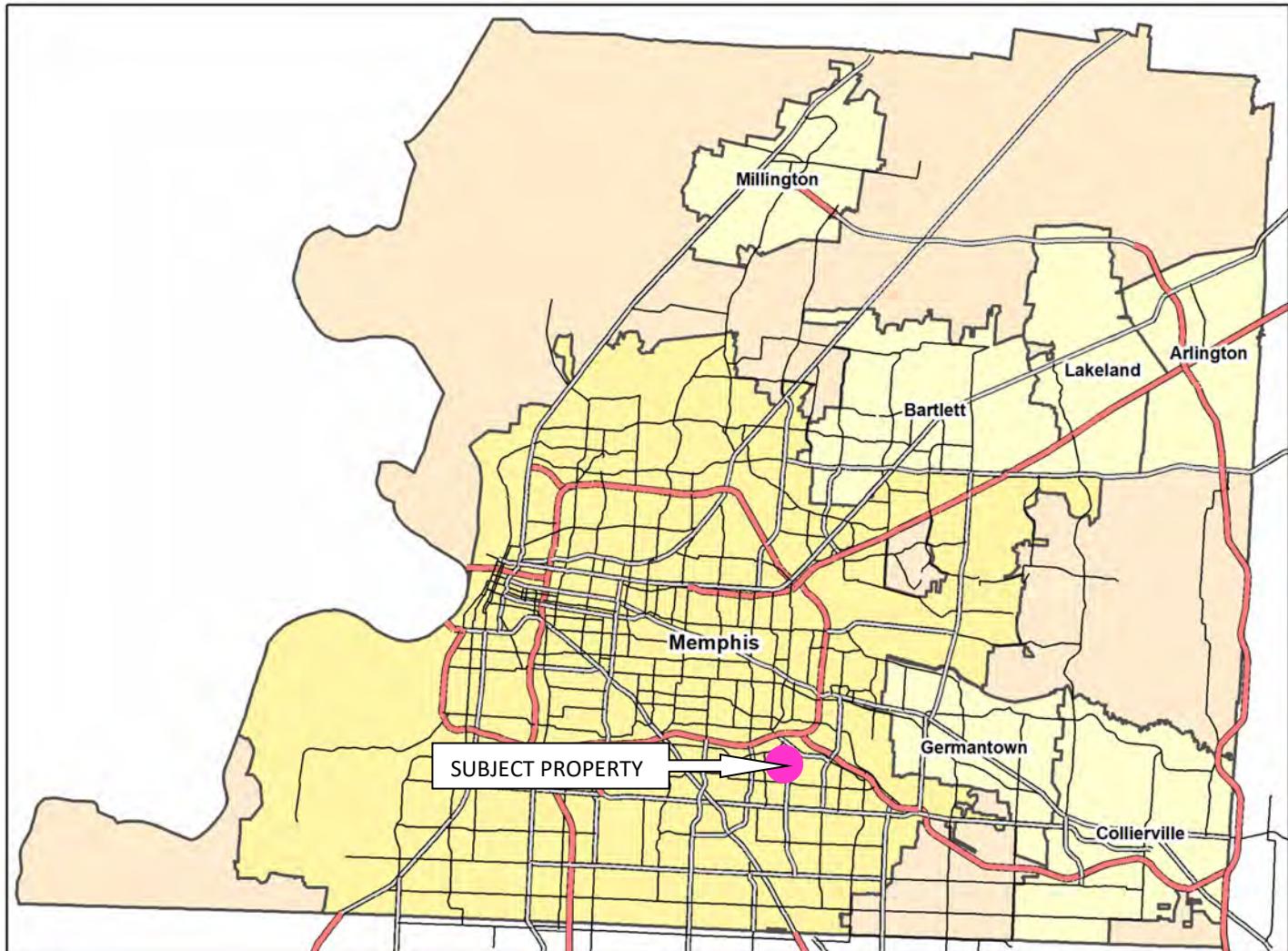
## CONSISTENCY WITH MEMPHIS 3.0

This proposal is consistent with the Memphis 3.0 General Plan per the land use decision criteria. See further analysis on pages 17-20 of this report.

## **RECOMMENDATION:**

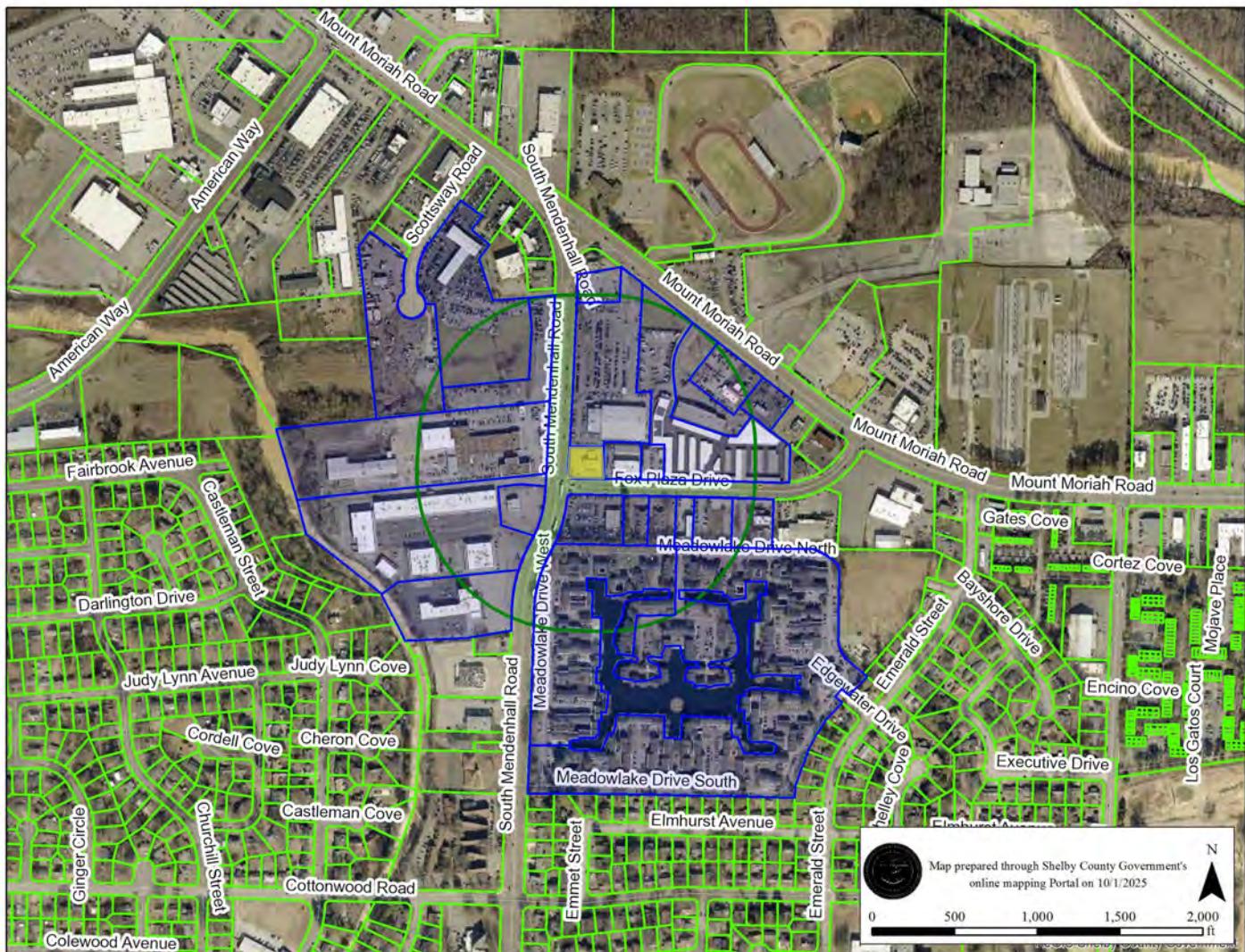
### ***Approval with conditions***

**LOCATION MAP**



Subject property located within the pink circle.

## PUBLIC NOTICE VICINITY MAP



Subject property highlighted in yellow.

## PUBLIC NOTICE DETAILS

In accordance with Sub-Section 9.3.4A of the Unified Development Code, a notice of public hearing is required to be mailed and signage posted. A total of 20 notices were mailed on September 09, 2025, see pages 21 of this report for a copy of said notice. Additionally, one sign was posted at the subject property, see pages 24-25 of this report for a copy of the sign affidavit.

## NEIGHBORHOOD MEETING

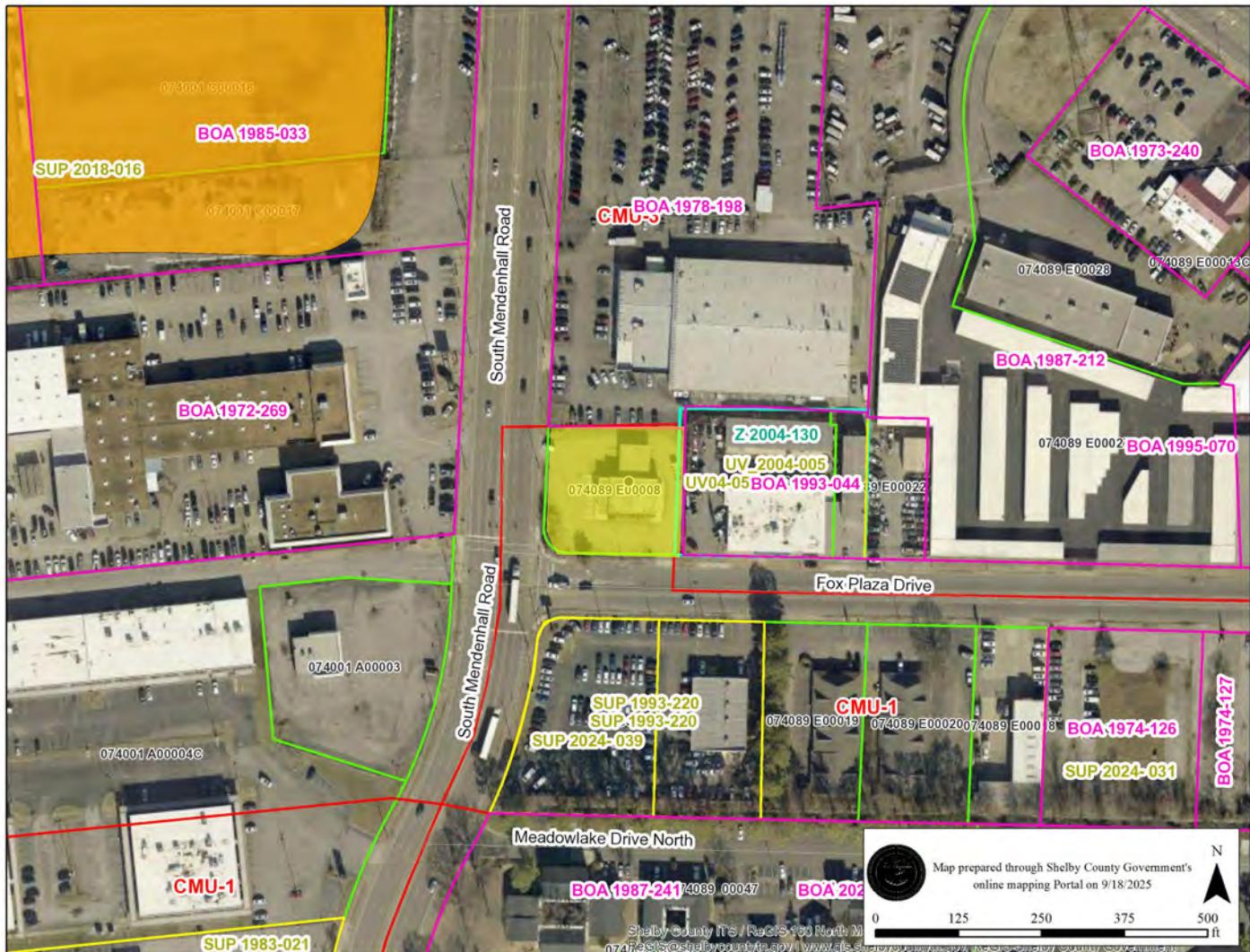
The meeting was held at 11:30 AM on Friday, September 20, 2025, at 2710 S Mendenhall Road, Memphis, TN 38115. See pages 22-23 of this report for a copy of the neighborhood meeting summary.

**AERIAL**



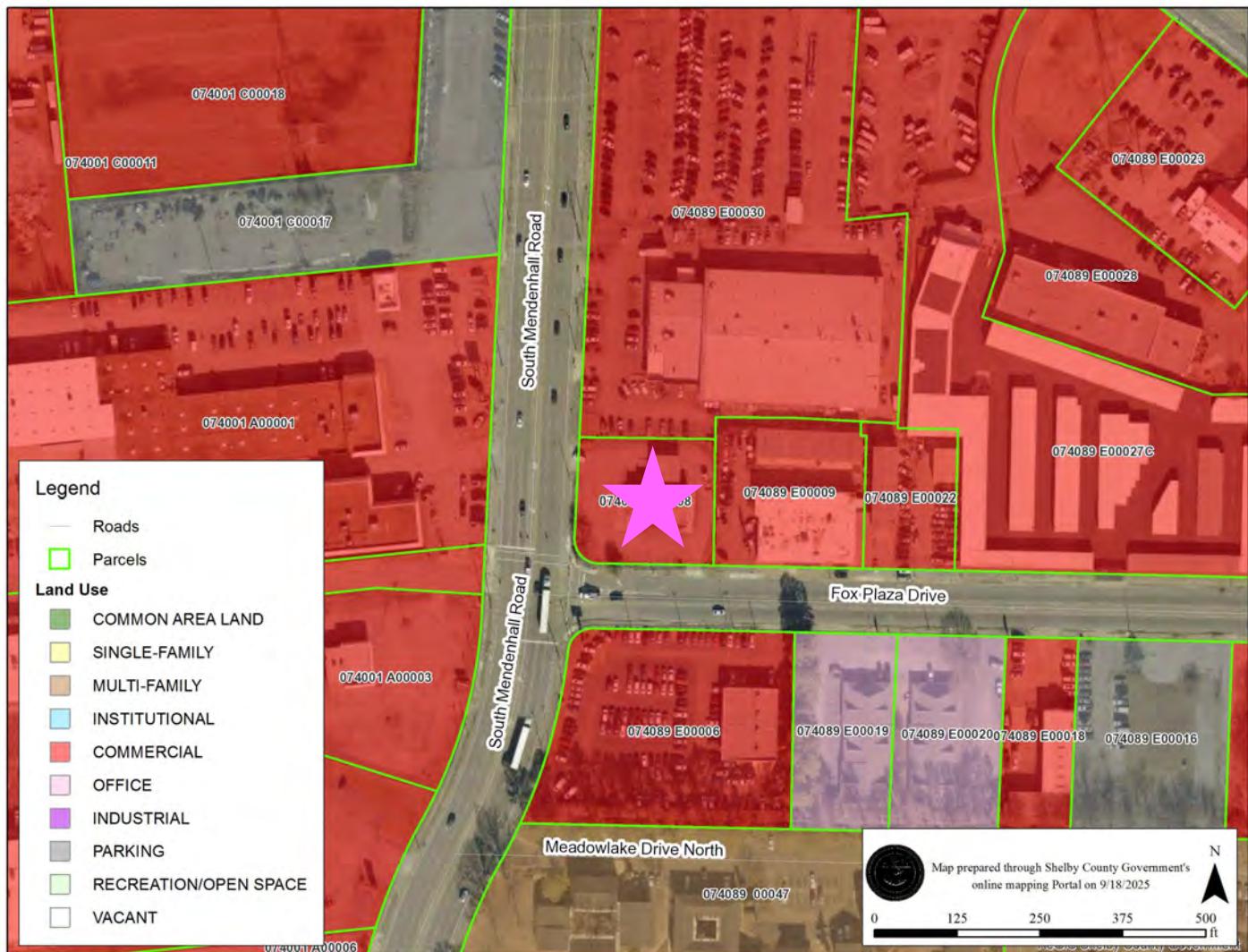
Subject property outlined in yellow.

## ZONING MAP



Subject property highlighted in yellow.

## LAND USE MAP



Subject property indicated by a pink star.

## SITE PHOTOS



View of subject property from South Mendenhall Road.



View of subject property from Fox Plaza Drive.



View of subject property from above.



View of subject property from above (east).

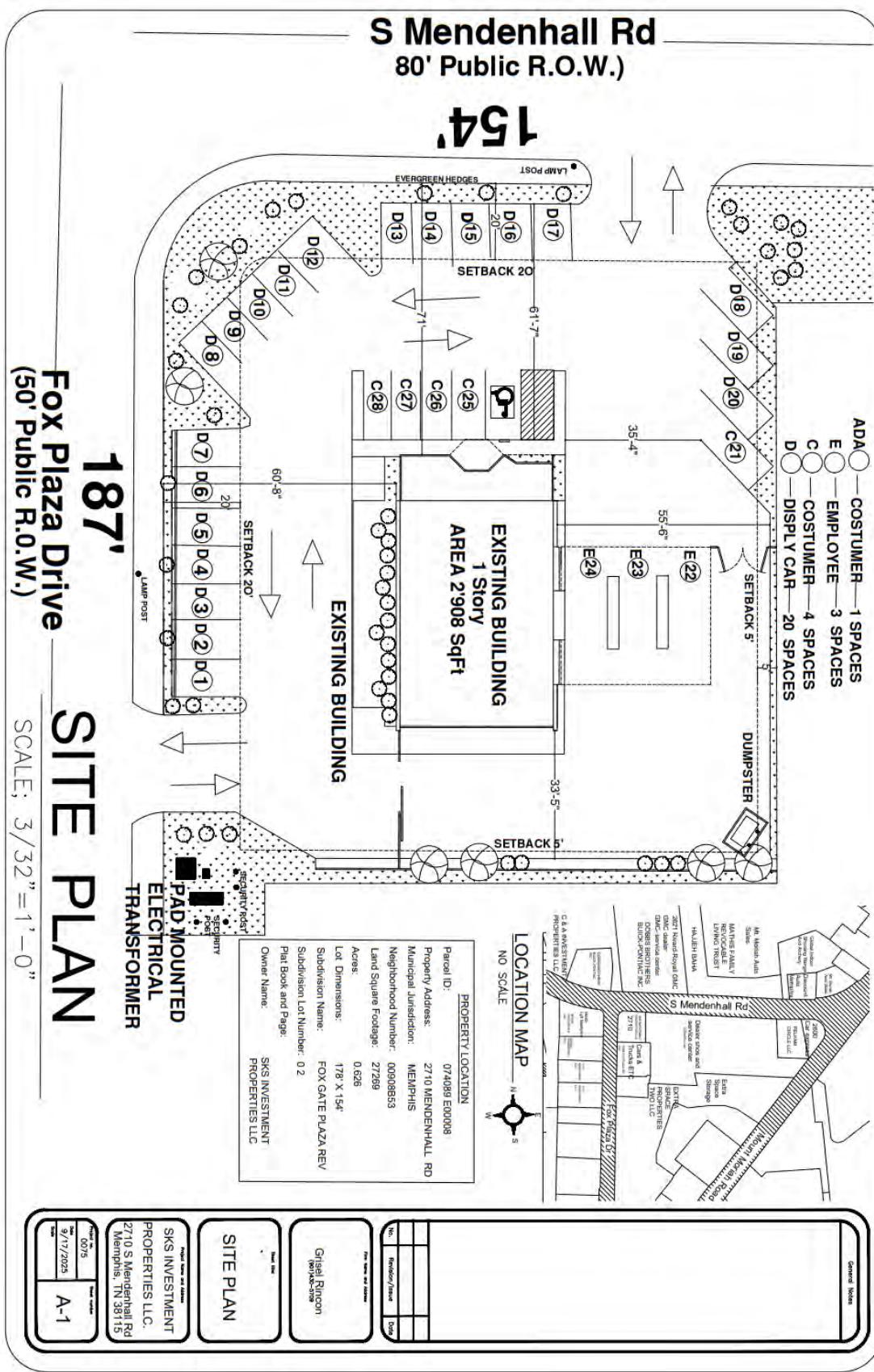


View of subject property from above (west).



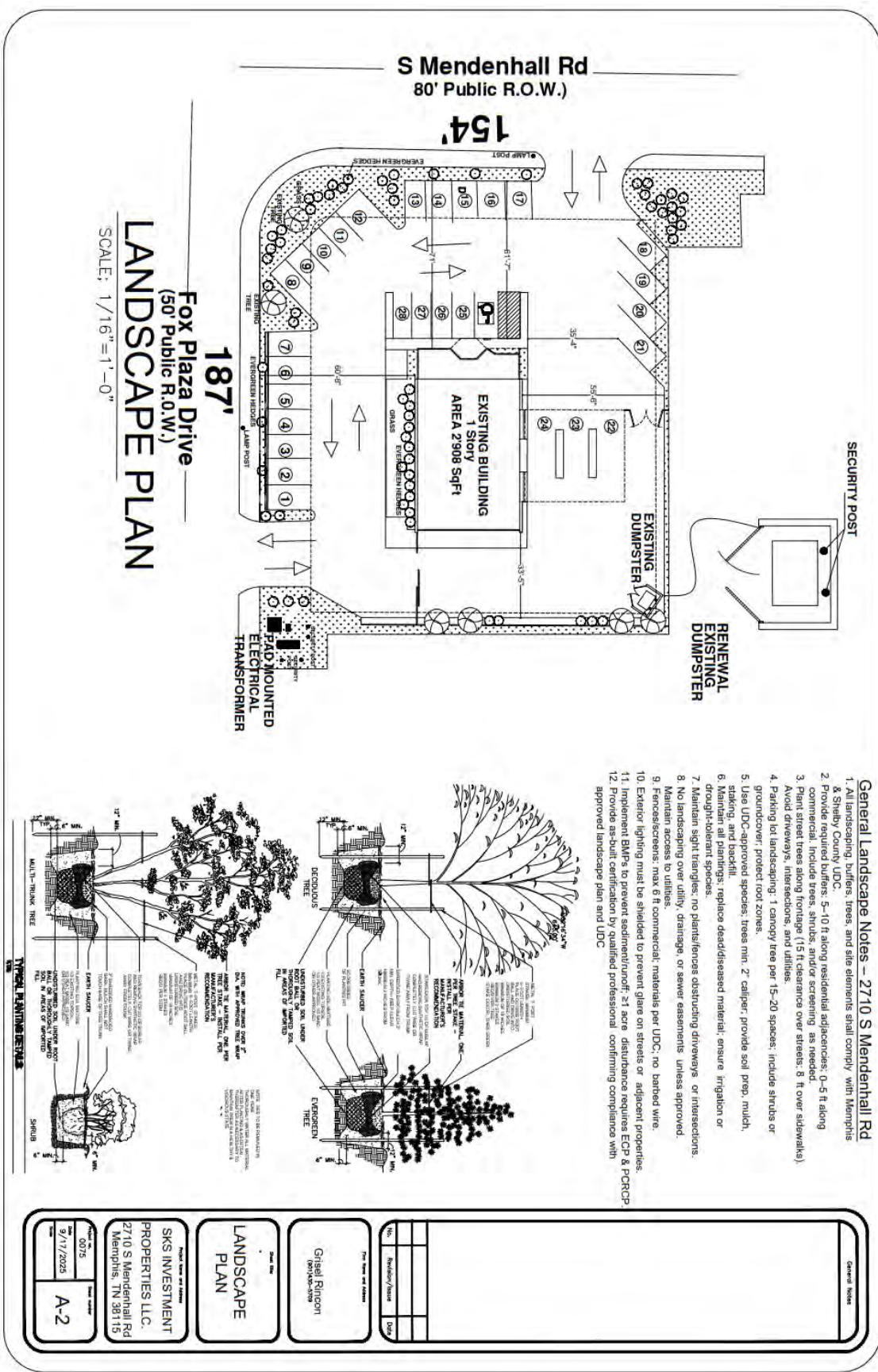
View of subject property from above (closer view from Mendenhall Road).

## SITE PLAN





## LANDSCAPE PLAN



## CASE REVIEW

### **Request**

The request is a special use permit to allow used vehicle sales.

### **Approval Criteria**

Staff **agrees** the approval criteria in regard to special use permits as set out in Section 9.6.9 of the Unified Development Code are met.

#### **9.6.9 Approval Criteria**

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

- 9.6.9A *The project will not have a substantial or undue adverse effect upon adjacent property, the character of the neighborhood, traffic conditions, parking, utility facilities and other matters affecting the public health, safety, and general welfare.*
- 9.6.9B *The project will be constructed, arranged and operated so as to be compatible with the immediate vicinity and not interfere with the development and use of adjacent property in accordance with the applicable district regulations.*
- 9.6.9C *The project will be served adequately by essential public facilities and services such as streets, parking, drainage, refuse disposal, fire protection and emergency services, water and sewers; or that the applicant will provide adequately for such services.*
- 9.6.9D *The project will not result in the destruction, loss or damage of any feature determined by the governing bodies to be of significant natural, scenic or historic importance.*
- 9.6.9E *The project complies with all additional standards imposed on it by any particular provisions authorizing such use.*
- 9.6.9F *The request will not adversely affect any plans to be considered (see Chapter 1.9), or violate the character of existing standards for development of the adjacent properties.*
- 9.6.9G *The governing bodies may impose conditions to minimize adverse effects on the neighborhood or on public facilities, and to ensure compatibility of the proposed development with surrounding properties, uses, and the purpose and intent of this development code.*
- 9.6.9H *Any decision to deny a special use permit request to place, construct, or modify personal wireless service facilities shall be in writing and supported by substantial evidence contained in a written record, per the Telecommunications Act of 1996, 47 USC 332(c)(7)(B)(iii). The review body may not take into account any environmental or health concerns.*

### **Site Details**

Address:  
2710 S Mendenhall Rd

Parcel ID:  
074089 E00008

Area:  
+/-27,268 square feet

**Description:**

The subject property is known as Lot 2 of Fox Gate Plaza Rev Subdivision with a zoning of Commercial Mixed Use- 1 (CMU-1). Per the Assessor's website, the principal structure on the site was built in 1974. The surrounding land uses are a mixture of commercial, residential, and office lots. Additionally, this lot has two street frontages.

**Site Plan Review**

The site plan illustrates the layout for an existing 1-story commercial building with a total area of 2,908 square feet, on a 0.626-acre parcel within the Fox Gate Plaza Rev subdivision. The parcel is bordered by South Mendenhall Road to the west and Fox Plaza Drive to the south, with setbacks measuring 20 feet along the front and rear, and 5 feet along the sides of the property.

The site includes 3 employee parking spaces, 4 customer parking spaces, 20 display parking spaces, and 1 ADA-compliant parking space.

The landscape plan includes evergreen hedges, grass beds, and both deciduous and evergreen trees strategically placed around the building perimeter, parking areas, and site edges to provide screening, shade, and aesthetic appeal. The applicant must incorporate additional trees along the street frontages to ensure compliance with the streetscape requirements outlined in the Memphis and Shelby County Unified Development Code.

Additional site features include a dumpster enclosure located in the northeast corner of the property and a pad-mounted electrical transformer in the southeast corner. Two access driveways, one on Mendenhall Road and another on Fox Plaza Drive, provide adequate ingress and egress, supporting on-site traffic flow. Sidewalk access is shown along Mendenhall Road but not along Fox Plaza Drive.

**Analysis**

The applicant seeks a special use permit to allow used vehicle sales on a 0.626-acre parcel identified as Lot 2 of the Fox Gate Plaza Rev Subdivision, zoned Commercial Mixed Use-1 (CMU-1). The site features a 2,908-square-foot, single-story commercial building constructed in 1974, with dual frontage on South Mendenhall Road and Fox Plaza Drive. The surrounding area includes a mix of commercial, residential, and office uses, making the proposed vehicle sales use generally compatible with the surrounding uses within the neighborhood.

The development includes a total of 28 parking spaces: 3 for employees, 4 for customers, 20 designated for vehicle display, and 1 ADA-compliant space. Landscaping is thoughtfully incorporated, featuring evergreen hedges, grass beds, and a mix of tree types positioned to provide shade, screening, and visual enhancement around the site perimeter and parking areas.

The site contains a dumpster enclosure in the northeast corner and a pad-mounted electrical transformer in the southeast corner. Vehicular access is provided by two driveways, one on South Mendenhall Road and one on Fox Plaza Drive. Sidewalk access is available along Mendenhall Road only; no sidewalk is present along Fox Plaza Drive.

The granting of this special use permit will not cause substantial detriment to the public good, nor will it substantially impair the intent and purpose of an adopted plan or the Unified Development Code (UDC), nor will it be injurious to the neighborhood or the general welfare, and it will be in harmony with the purpose and intent of the UDC.

## **RECOMMENDATION**

Staff recommends approval with conditions.

### **Conditions**

1. Streetscape Plate Type S-10 or an equivalent approved by the Division of Planning and Development shall be provided along Fox Plaza Drive and South Mendenhall Road.
2. The dumpster location and screening shall meet the requirements of UDC Sub-Section 4.6.8B.
3. Lighting for outdoor vehicle sales shall be arranged/positioned to prevent direct glare onto any public right-of-way or private property.
4. All parking spaces shall be painted with striping.
5. Any proposed fencing and gating shall meet the locational and material requirements of the Unified Development Code. No razor wire or barbed wire is permitted.
6. An Administrative Site Plan Review (ASPR) shall be submitted and approved by the Division of Planning and Development following final approval by the Memphis City Council and prior to the issuance of any building permits or certificates of occupancy.

## **DEPARTMENTAL COMMENTS**

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

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

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

### **Sewers:**

1. City sanitary sewers are available to serve this development.

### **Roads:**

2. The Developer shall be responsible for the repair and/or replacement of all existing curb and gutter along the frontage of this site as necessary.
3. All existing sidewalks and curb openings along the frontage of this site shall be inspected for ADA compliance. The developer shall be responsible for any reconstruction or repair necessary to meet City standards.

### **Traffic Control Provisions:**

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

### **Curb Cuts/Access:**

7. The City Engineer shall approve the design, number, and location of curb cuts.
8. Any existing nonconforming curb cuts shall be modified to meet current City Standards or closed with curb, gutter, and sidewalk.
9. Required landscaping shall not be placed on sewer or drainage easements.

**City/County Fire Division:** No comments received.

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

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

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

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

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

**Office of Sustainability and Resilience:** No comments received.

**Office of Comprehensive Planning:**

This summary is being produced in response to the following application to support the Land Use and Development Services Department in their recommendation: SUP 2025-026

Site Address/Location: 2710 S MENDENHALL RD, MEMPHIS 38115

Overlay District/Historic District/Flood Zone: Not in an Overlay District, Historic District, or Flood Zone

Future Land Use Designation: Low Intensity Commercial and Services (CSL)

Street Type: Avenue, Parkway

The applicant is requesting a special use permit to allow used vehicle sales.

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

## 1. Future Land Use Planning Map



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

## 2. Land Use Description/Intent

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



### “CSL” Form & Location Characteristics

Commercial and services uses, 1-4 stories height

### “CSL” Zoning Notes

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

### **Existing, Adjacent Land Use and Zoning**

Existing Land Use and Zoning: Commercial, CMU-1

Adjacent Land Use and Zoning: Commercial; CMU-1, RU-3, CMU-3

**Overall Compatibility:** This requested use is compatible with the land use description/intent, form & location characteristics, zoning notes, and existing, adjacent land use and zoning to allow used vehicle sales. This is in accordance with the recent Memphis 3.0 5-year update Oakhaven District meeting where residents saw this area as being best suited for High Intensity Commercial Services.

### **Degree of Change Map**



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

#### **3. Degree of Change Description**

N/A

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

N/A

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

Strategically address blight and vacancy by reducing block scale and encouraging infill development and open space use.

#### **Consistency Analysis Summary**

The applicant is requesting a special use permit to allow used vehicle sales.

Strategically address blight and vacancy by reducing block scale and encouraging infill development and open space use.

This requested use is compatible with the land use description/intent, form & location characteristics, zoning notes, and existing, adjacent land use and zoning to allow used vehicle sales. This is in accordance with the recent Memphis 3.0 5-year update Oakhaven District meeting where residents saw this area as being best suited for High Intensity Commercial Services.

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

## MAILED PUBLIC NOTICE

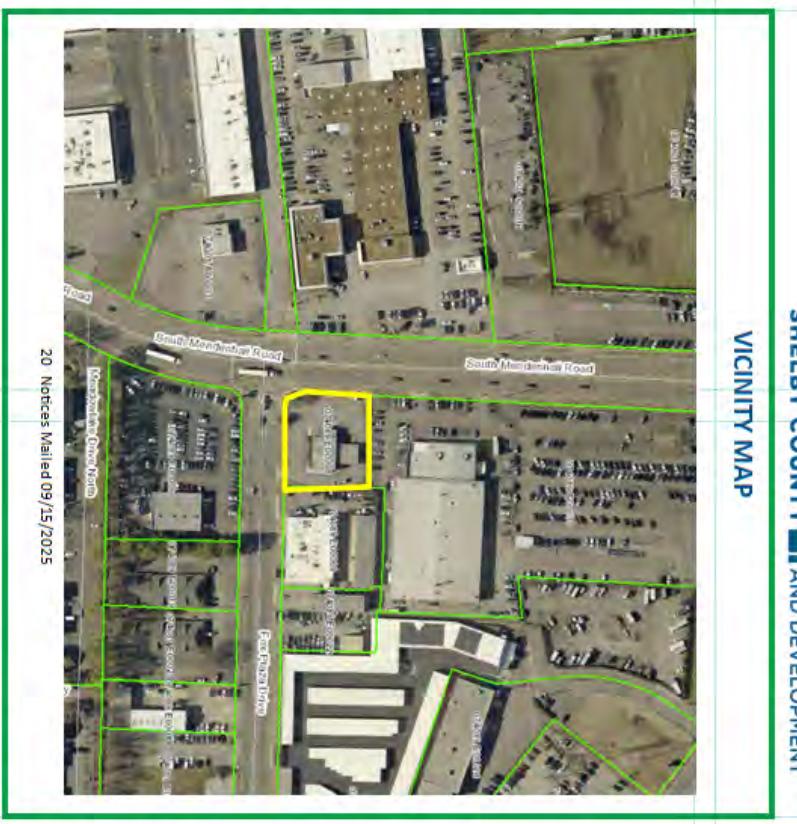
### NOTICE OF PUBLIC HEARING

You have received this notice because you own or reside on a

property that is near the site of a development application to be considered at an upcoming public hearing of the Memphis and Shelby County Land Use Control Board. You are not required to attend this hearing, but you are invited to do so if you wish to speak for or against this application. You may also submit a letter of comment to the staff planner listed below no later than

**Thursday, October 2, 2025 at 8 AM.**

<b>CASE NUMBER:</b>	SUP 2025-026
<b>ADDRESS:</b>	2710 S Mendenhall Rd
<b>REQUEST:</b>	Special use permit to allow used vehicle sales
<b>APPLICANT:</b>	Dayana Linares



**Staff Planner Contact:**  
Mahsan Ostadnia  
 mahsan.ostadnia@memphistn.gov  
📞 (901) 636-7181



## NEIGHBORHOOD MEETING SUMMARY

### NEIGHBORHOOD MEETING SUMMARY

Case Number: SUP 2025-026



#### Meeting Information

Location: 2710 S Mendell Hall Rd 38115

Date: 9/20/2025

Address: 2710 S Mendell Hall Rd 38115

Time: 11:30 AM

#### Attendance

Attended on behalf of the applicant:

Role (Applicant, Engineer, Architect, etc.)

AT The meeting scheduled for September 20 at 11:30 AM no one attended only people Jose Agustin Sosa and Dayana Linares.

Number of Invitations Mailed: 23

Approx. Neighborhood Attendees: 0

#### Proceedings

Please provide a brief summary of the meeting. Identify the most commonly raised concerns, and, if applicable, describe any application changes planned in response to resident feedback.

We didn't have anyone's presence

## NEIGHBORHOOD MEETING SUMMARY

Case Number: SUP 2025 - 026



### Attachments

Also included in this submission are the following:

<input checked="" type="checkbox"/> Mailed Invitation	<input type="checkbox"/> Handouts Provided
<input checked="" type="checkbox"/> Invitation Mailing List	<input type="checkbox"/> Sign-in Sheet(s)
<input type="checkbox"/> Applicant's Presentation	<input type="checkbox"/> Photographs of Meeting
<input type="checkbox"/> Other: _____	

*Note: while these attachments will not be included in the staff report unless deemed particularly relevant, they will be part of the public record and available from the Division upon request.*

### Attestation

This meeting was:

<input type="checkbox"/>	Required under Section 9.3.2 of the UDC
<input type="checkbox"/>	Optional/Additional

*I hereby attest that I attended the subject neighborhood meeting, and that the preceding and attached information is, to the best of my knowledge, correct and represents an accurate account of the relevant proceedings. If this was a required neighborhood meeting, I also attest that the meeting, to the best of my knowledge, fulfilled the requirements outlined in Section 9.3.2 of the UDC, including, pursuant to Sub-Section 9.3.2C, that at least the required fifteen (15) minutes were reserved for community members, businesses, and/or neighborhood associations wishing to make a presentation regarding the development.*

Dayana Linars

Print Name

Dayana Linars

Signature

20 September 2025

Date

*Please submit to staff planner, alongside the indicated attachments, via email as soon as possible after the meeting.*

**SIGN AFFIDAVIT**

**AFFIDAVIT**

Shelby County  
State of Tennessee

I, Dayone Martinez, being duly sworn, depose and say that at 9 am/pm on the 17 day of September, 2025, I posted 1 Public Notice Sign(s) pertaining to Case No. SUP 2025 026 at 2710 S Mendenhall Rd, providing notice of a Public Hearing before the (check one):

Land Use Control Board

Board of Adjustment

Memphis City Council

Shelby County Board of Commissioners

for consideration of a proposed land use action, a photograph of said sign(s) being attached hereon and a copy of the sign purchase receipt or rental contract attached hereto.

Dayne L

Owner, Applicant or Representative

17 September 2025

Date

Subscribed and sworn to before me this 17<sup>th</sup> day of September, 2025.

Mabel Martinez  
Notary Public

My commission expires: Dec. 23, 28





## APPLICATION



## Memphis and Shelby County Division of Planning and Development

East Service Center: 6465 Mullins Station Rd; Memphis,  
Tennessee 38134

Downtown Service Center: 125 N. Main Street;  
Memphis, Tennessee 38103

website: [www.develop901.com](http://www.develop901.com)

### Record Summary for Special Use Permit

#### Record Detail Information

Record Type: Special Use Permit

Record Status: Assignment

Record Number: SUP 2025-026

Expiration Date:

Record Name: -

Description of Work: -

Parent Record Number:

#### Address:

2710 S MENDENHALL RD, MEMPHIS 38115

#### Owner Information

Primary Owner Name

Y SKS INVESTMENT PROPERTIES LLC

Owner Phone

Owner Address

8122 CAMBURY CVE, GERMANTOWN, TN 38138

#### Parcel Information

074089 E00008

#### Data Fields

##### PREAPPLICATION MEETING

Name of DPD Planner

MAGALY BOYD

Date of Meeting

-

Pre-application Meeting Type

-

##### GENERAL PROJECT INFORMATION

Application Type

New Special Use Permit (SUP)

List any relevant former Docket / Case

-

Number(s) related to previous applications on  
this site

Is this application in response to a citation, stop  
work order, or zoning letter

No

**GENERAL PROJECT INFORMATION**

If yes, please provide a copy of the citation, stop work order, and/or zoning letter along with any other relevant information

**APPROVAL CRITERIA**

A) The project will not have a substantial or undue adverse effect upon adjacent property, the character of the neighborhood, traffic conditions, parking, utility facilities and other matters affecting the public health, safety, and general welfare

B) The project will be constructed, arranged and operated so as to be compatible with the immediate vicinity and not interfere with the development and use of adjacent property in accordance with the applicable district regulations

UDC Sub-Section 9.6.9C

-

THE PROPOSED DEALERSHIP WILL NOT NEGATIVELY IMPACT THE ADJACENT LOTS, AS THE SURROUNDING PROPERTIES ARE OCCUPIED BY SIMILAR AUTOMOTIVE DEALERSHIPS.

THE AREA IS FULL OF DEALERSHIPS WHICH WILL BE IN UNIFORM WITH BUSINESSES EXISTING ALIKE THE CURRENT DEALERSHIP THAT I HAVE WITHIN THE SAME BLOCK

YES, EVERYTHING IS ADEQUATE FOR A DEALERSHIP AND WILL BE NO ISSUES. THERE ARE ENOUGH PARKING SPACES AND OFFICE SPACE

I AGREE THAT THE PROPOSED DEALERSHIP WILL NOT RESULT IN ANY OF THE ISSUES LISTED

THE PROJECT COMPLIES WITH ALL OF THE STANDARDS AS FAR AS OFFICE USE AND PARKING WHICH WILL NOT REQUIRE ANY ADDITIONAL WORK

THE AREA WILL NOT BE MODIFIED SO THERE WILL NOT BE ANY ISSUES.

UDC Sub-Section 9.6.9D

UDC Sub-Section 9.6.9E

UDC Sub-Section 9.6.9F

**GIS INFORMATION**

Case Layer	Z04-130
Central Business Improvement District	No
Class	C
Downtown Fire District	No
Historic District	-
Land Use	COMMERCIAL
Municipality	MEMPHIS
Overlay/Special Purpose District	-
Zoning	CMU-1
State Route	-
Lot	0 2
Subdivision	FOX GATE PLAZA REV
Planned Development District	-
Wellhead Protection Overlay District	Yes
County Commission District	-
City Council District	-
City Council Super District	-

**Contact Information**

**Name**  
DAYANA LINARES

**Contact Type**  
APPLICANT

**Address**  
TN.

**Phone**  
(901)314-7704

**Fee Information**

Invoice #	Fee Item	Quantity	Fees	Status	Balance	Date Assessed
1673820	Special Use Permit Fee - 5 acres or less (Base Fee)	1	500.00	INVOICED	0.00	08/27/2025
1673820	Credit Card Use Fee (.026 x fee)	1	13.00	INVOICED	0.00	08/27/2025

Total Fee Invoiced: \$513.00

Total Balance: \$0.00

**Payment Information**

Payment Amount	Method of Payment
\$513.00	Credit Card

**OWNER AFFIDAVIT**

**MEMPHIS AND  
SHELBY COUNTY DIVISION OF PLANNING  
AND DEVELOPMENT**

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

**Property Owner's Affidavit**

Memphis and Shelby County Unified Development Code Section 12.3.1

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

I, Asad Sajwanl  
(Print Name)

  
(Sign Name)

, state that I have read the definition of

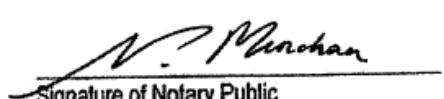
"Owner" as outlined in the Memphis and Shelby County Unified Development Code Section 12.3.1 and hereby state that (select applicable box):

I am the owner of record as shown on the current tax rolls of the county Assessor of Property; the mortgage holder of record as shown in the mortgage records of the county Register of Deeds; purchaser under a land contract; a mortgagee or vendee in possession; or I have a freehold or lesser estate in the premises

I have charge, care or control of the premises as trustee, agent, executor, administrator, assignee, receiver, guardian or lessee (and have included documentation with this affidavit)

of the property located at 2710 S. Mendenhall Rd, Memphis, TN 38115  
and further identified by Assessor's Parcel Number \_\_\_\_\_  
for which an application is being made to the Division of Planning and Development.

Subscribed and sworn to (or affirmed) before me this 26<sup>th</sup> day of Aug in the year of 25.

  
Signature of Notary Public



08/21/2027  
My Commission Expires

**LETTER OF INTENT**



Car Express USA LLC  
2600 S Mendenhall Rd, Memphis, TN 38115  
Car Express USA LLC  
901-399-4168

Fecha: 8/27/2025

Division of Planning and Development  
Memphis and Shelby County

To whom this letter concerns,

I am writing to you as the representative of Car Express USA LLC to formally request a special permit to carry out a change of location. We are currently operating at 2600 S Mendenhall Rd, Memphis, TN 38115, where we have held a lease agreement for over four and a half years.

We are in the process of purchasing the property located at 2710 S Mendenhall Rd, Memphis TN 38115, which is on the same block and very close to our current location. Due to this proximity and the continuity of our operations, we respectfully request your approval to move our business to this new location.

We appreciate your consideration of this request and remain at your disposal to provide any additional documentation you may require.

We look forward to your support in obtaining the special permit necessary to complete this change of location.

Sincerely,

Owner

DAYANA LEAN LINARES RODRIGUEZ

**LETTERS RECEIVED**

No letters received at the time of completion of this report.



# Memphis and Shelby County Division of Planning and Development

East Service Center: 6465 Mullins Station Rd; Memphis, Tennessee 38134  
Downtown Service Center: 125 N. Main Street; Memphis, Tennessee 38103

website: [www.develop901.com](http://www.develop901.com)

## Record Summary for Special Use Permit

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Record Type: Special Use Permit

Record Status: Assignment

Record Number: SUP 2025-026

Expiration Date:

Record Name: -

Description of Work: -

Parent Record Number:

### Address:

2710 S MENDENHALL RD, MEMPHIS 38115

### Owner Information

Primary Owner Name

Y SKS INVESTMENT PROPERTIES LLC

Owner Address

8122 CAMBURY CVE, GERMANTOWN, TN 38138

Owner Phone

### Parcel Information

074089 E00008

### Data Fields

#### PREAPPLICATION MEETING

Name of DPD Planner

MAGALY BOYD

Date of Meeting

-

Pre-application Meeting Type

-

#### GENERAL PROJECT INFORMATION

Application Type

New Special Use Permit (SUP)

List any relevant former Docket / Case

-

Number(s) related to previous applications on this site

No

Is this application in response to a citation, stop work order, or zoning letter

#### GENERAL PROJECT INFORMATION

If yes, please provide a copy of the citation, stop work order, and/or zoning letter along with any other relevant information

#### APPROVAL CRITERIA

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UDC Sub-Section 9.6.9C

UDC Sub-Section 9.6.9D

UDC Sub-Section 9.6.9E

UDC Sub-Section 9.6.9F

#### GIS INFORMATION

Case Layer	Z04-130
Central Business Improvement District	No
Class	C
Downtown Fire District	No
Historic District	-
Land Use	COMMERCIAL
Municipality	MEMPHIS
Overlay/Special Purpose District	-
Zoning	CMU-1
State Route	-
Lot	0 2
Subdivision	FOX GATE PLAZA REV
Planned Development District	-
Wellhead Protection Overlay District	-
County Commission District	Yes
City Council District	-
City Council Super District	-

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## Contact Information

**Name**  
DAYANA LINARES

**Contact Type**  
APPLICANT

**Address**  
TN,

**Phone**  
(901)314-7704

## Fee Information

Invoice #	Fee Item	Quantity	Fees	Status	Balance	Date Assessed
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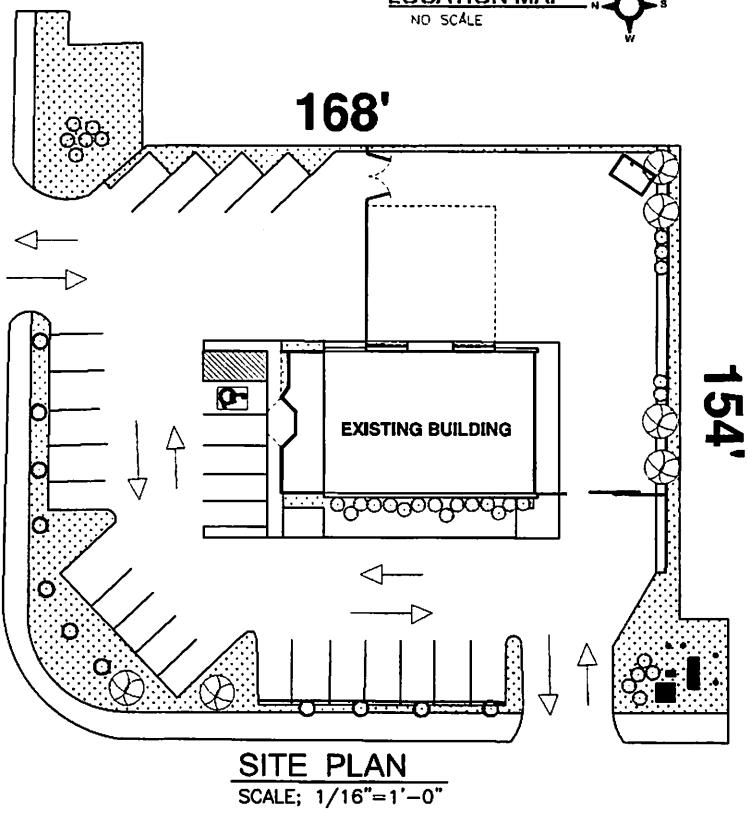
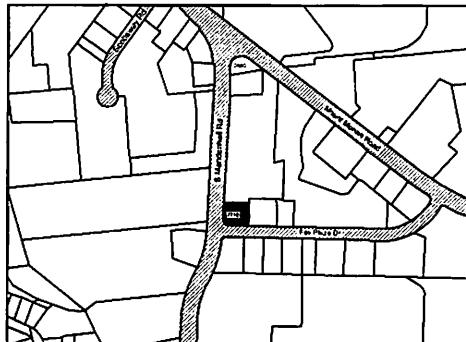
Total Balance: \$0.00

## Payment Information

**Payment Amount**  
\$513.00

**Method of Payment**  
Credit Card

<u>PROPERTY LOCATION</u>	
Parcel ID:	074089 E00008
Property Address:	2710 MENDENHALL RD
Municipal Jurisdiction:	MEMPHIS
Neighborhood Number:	00908B53
Land Square Footage:	27269
Acres:	0.826
Lot Dimensions:	168' X 154'
Subdivision Name:	FOX GATE PLAZA REV
Subdivision Lot Number:	0 2
Plat Book and Page:	
Owner Name:	SKS INVESTMENT PROPERTIES LLC

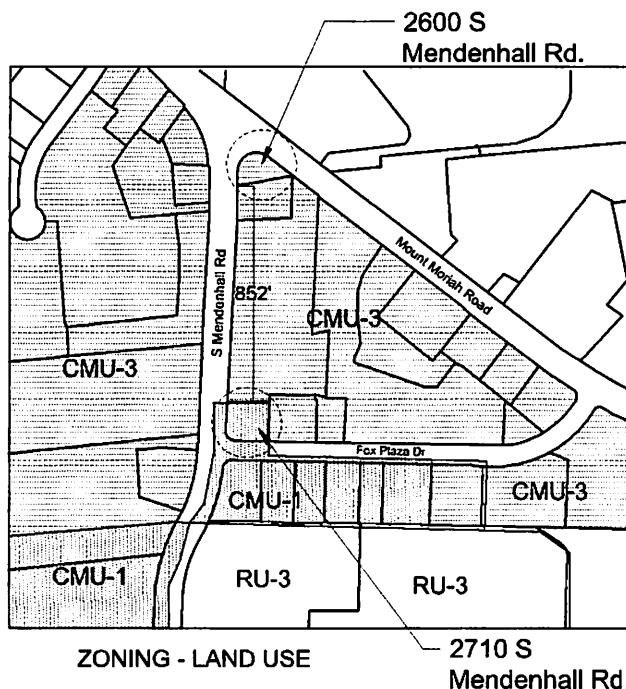


## SITE PLAN

SCALE; 1/16"=1'-0"

## LOCATION MAP

NO SCALE



## ZONING - LAND USE

## NOTE

CMU-3

CMU-1

I AM SUBMITTING A REQUEST FOR A SPECIAL  
PERMIT TO CHANGE THE ADDRESS OF THE  
CAR EXPRESS BUSINESS LOCATED AT 2600 S.  
MENDENHALL RD TO A NEW LOCATION UNDER  
A PURCHASE CONTRACT AT 2710 S  
MENDENHALL RD

General Notes		
No.	Reference/Status	Date
Print name and address		
<b>Grisel Rincon</b> (901) 15-1707		
Print site:		
<b>SITE PLAN</b>		
Print name and address		
<b>SKS INVESTMENT PROPERTIES LLC.</b> 2710 S Mendenhall Rd Memphis, TN 38115		
Project No. 0075 Date 8/27/2025 Status	Sheet Number A-1	



Car Express USA LLC  
2600 S Mendenhall Rd, Memphis, TN 38115  
Car Express USA LLC  
901-399-4168

Fecha: 8/27/2025

Division of Planning and Development  
Memphis and Shelby County

To whom this letter concerns,

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We look forward to your support in obtaining the special permit necessary to complete this change of location.

Sincerely,

Owner

DAYANA LEAN LINARES RODRIGUEZ

# MEMPHIS AND SHELBY COUNTY DIVISION OF PLANNING AND DEVELOPMENT

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

## **Property Owner's Affidavit**

Memphis and Shelby County Unified Development Code Section 12.3.1

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

1. Asad Sajwan \_\_\_\_\_, state that I have read the definition of  
(Print Name)  \_\_\_\_\_, (Sign Name)

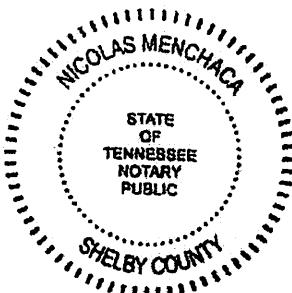
"Owner" as outlined in the Memphis and Shelby County Unified Development Code Section 12.3.1 and hereby state that (select applicable box):

I am the owner of record as shown on the current tax rolls of the county Assessor of Property; the mortgage holder of record as shown in the mortgage records of the county Register of Deeds; purchaser under a land contract; a mortgagee or vendee in possession; or I have a freehold or lesser estate in the premises

I have charge, care or control of the premises as trustee, agent, executor, administrator, assignee, receiver, guardian or lessee (and have included documentation with this affidavit)

Subscribed and sworn to (or affirmed) before me this 26<sup>th</sup> day of Aug in the year of 25.

V. P. Mehta  
Signature of Notary Public



08/21/2027  
My Commission Expires

**EXHIBIT "A"**

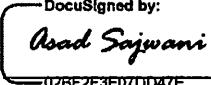
**DESCRIPTION**

**Lot 2, Fox Gate Plaza Subdivision as shown at Plat Book 56, Page 50 in the Shelby County Register Office, Memphis, Tennessee and being the same property described at Special Warranty Deed of record at Instrument no. 22093454**

IN WITNESS WHEREOF, the parties hereto have executed this Purchase and Sale Agreement by and through their duly authorized representatives on the dates shown below their respective signatures.

SELLER:

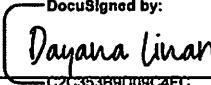
SKS Investment Properties, LLC

By:   
Asad Sajwani  
02BF2F3E07DD47E...

Date: 8/20/2025, 2025

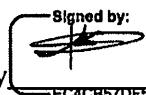
BUYER:

Express Auto, LLC

By:   
Dayana Linares  
C2C353B9D09C4FC...

Date: 8/20/2025 2025

Express Auto, LLC

By:   
[Signature]  
EC4CB57DF5494DB...

Date: 8/20/2025 2025

Escrow Holder acknowledges receipt of the Earnest Money of \$15,000.00 this \_\_\_\_\_ day of \_\_\_\_\_ 2025

Commercial Title Group, LLC

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

performance of its obligations hereunder, and (2) any liability or cause of action based upon any claim relating to its duties as Escrow Agent, except any claim based upon Escrow Agent's gross negligence or willful misconduct. The Earnest Money may be held in a non-interest bearing account, co-mingled with Escrow Agent's trust funds. In the event any dispute should arise with regard to the Earnest Money, Escrow Agent shall be entitled to deposit same with a court of competent jurisdiction in Shelby County, Tennessee, and thereafter be relieved of all obligations under this Agreement. Escrow Agent shall execute this Agreement for the purposes of acknowledging receipt of the Earnest Money and agreeing to hold and disburse the Earnest Money in accordance with the provisions of this Agreement.

[SIGNATURE PAGE TO FOLLOW]

21. Exchange.

Either Seller or Buyer or both may consummate the purchase/sale of the Property as part of one or more so-called like-kind or reverse exchanges (the "Exchange") pursuant to Section 1031 of the Internal Revenue Code of 1986, as amended (the "Code"), provided that: (i) the Closing shall not be delayed or affected by reason of the Exchange nor shall the consummation or accomplishment of the Exchange be a condition precedent or condition subsequent to the exchanging party's obligations under this Agreement; (ii) the exchanging party shall effect the Exchange through an assignment of its rights under this Agreement to a qualified intermediary; and (iii) the non-exchanging party shall not be required to take an assignment of the purchase agreement for the replacement property or be required to acquire or hold title to any real property for purposes of consummating the Exchange. The non-exchanging party shall not by this Agreement or acquiescence to the Exchange (1) have its right under this Agreement affected or diminished in any manner or (2) be responsible for compliance with or be deemed to have warranted to the exchanging party that the Exchange in fact complies with Section 1031 of the Code.

22. Entire Agreement.

This Agreement constitutes the entire agreement between the parties hereto, and it is understood and agreed that all undertakings and agreements heretofore made between the parties concerning the subject matter hereof are merged herein.

23. Offer and Acceptance.

This Agreement has been executed first by Buyer and shall be deemed to be a continuing offer by Buyer for five (5) calendar days following said execution. Notwithstanding the foregoing, Buyer may revoke such offer by giving written notice of the revocation, written or oral, to Seller prior to Seller's acceptance of such offer as provided herein. Seller may accept this offer only by executing this Agreement without any alteration whatsoever and returning it to Buyer prior to any revocation by Buyer or the expiration of the offer. If an executed and unaltered acceptance hereof is not actually received by Buyer by such date and time, said offer shall be deemed withdrawn and revoked.

24. Attorneys' Fees.

If a party pursues any remedy authorized under the terms of this Agreement with respect to the rights, duties, or obligations of the parties under this Agreement, the non-prevailing party in any such action or proceeding will pay for all costs, expenses, and reasonable attorney's fees incurred by the prevailing party in enforcing this Agreement. As used herein the term "prevailing party" means obtaining greater relief when compared against the other party, whether by compromise, settlement, or judgment.

25. Escrow Agent.

Seller and Buyer jointly and severally appoint Escrow Agent to serve hereunder, and agree to, and do hereby, indemnify Escrow Agent from and against (1) any costs and expenses actually paid by it (including, but not limited to, its reasonable attorneys' fees) resulting from the

15. Assigns.

This Agreement shall inure to the benefit of and be binding on the parties hereto and their respective heirs, legal representatives, successors and assigns. This Agreement may be assigned, in writing only, by Buyer without the consent of Seller. Upon a permitted assignment to an assignee assuming all of Buyer's obligations hereunder, Buyer shall additionally assign the Earnest Money to its permitted assignee and this Agreement shall continue to govern the rights of the parties hereto with respect to the Earnest Money and obligations contained herein. An assignment by Buyer to a permitted assignee shall not relieve or discharge Buyer from its obligations of indemnity and hold harmless of Seller as may be contained herein. Buyer shall provide Seller and Escrow Agent with a true and complete copy of any assignment within five (5) days of complete execution thereof.

16. Time.

TIME IS OF THE ESSENCE OF THIS AGREEMENT. If any date set forth in this Agreement for the performance of any obligation by Seller or Buyer or for the delivery of any instrument or notice should be on a Saturday, Sunday, or legal holiday, the compliance with such obligation or delivery shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday. As used in this Agreement, the term "legal holiday" means any federal holiday for which financial institutions or post offices are generally closed for observance thereof.

17. Headings.

The headings contained in this Agreement are for convenience of reference only and shall not limit the provisions contained herein.

18. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee where the Property is located.

19. Broker and Commission.

At Closing, Seller agrees to pay a commission equal to six percent (6.0%) of the Purchase Price to NAI SAIG Company, Inc ("the Broker"). Both parties represent and warrant to each other that, other than the broker set forth above, they have not engaged any other brokers or agents in connection with this transaction. Both parties agree to indemnify each other regarding outside brokers involved in this transaction.

20. Counterparts.

This Agreement may be executed in any number of counterparts, any one or all of which shall constitute the agreement of the parties.

written notice to Seller within ten (10) days of Buyer's receipt of Seller's written notice, or (ii) proceed with the Closing of the Property by delivering written notice thereof to Seller. As used herein the phrase "material damage" shall mean any casualty loss to the Property in excess of an estimated restoration or repair cost of \$100,000.00.

If on or before the Closing Date a portion of the Property is destroyed or damaged and it is less than a material damage, no such right of termination shall exist, and upon closing Buyer shall be entitled to enforce all of the rights of the Seller as landlord under the Leases including but not limited to use of insurance proceeds, and restoration obligations. In the event this paragraph is applicable after expiration of the Inspection Period, but prior to the Closing Date contained in Section 4, the Closing shall be delayed to permit operation of this paragraph.

If Buyer elects to proceed with the Closing, upon Closing Buyer shall be entitled to enforce all of the rights of the Seller as landlord under the Leases including but not limited to use of insurance proceeds, restoration obligations, etc. If Buyer fails to give notice to Seller within ten (10) days of receipt of Seller's delivery of the notice and information concerning the condemnation, eminent domain, damage or destruction, then Buyer shall be deemed to have waived its right to terminate this Agreement.

12. Survival.

It is understood and agreed by the parties hereto that the representations and warranties of Seller contained in Section 6 of this Agreement shall survive the closing for a period of six (6) months.

13. Notices.

Any notice, request, demand instruction or other communication hereunder shall be by email and/or in writing and, except as otherwise provided herein, shall be deemed to have been duly given if delivered in person or upon delivery of the email, and if sent by first class, certified mail, return receipt requested, postage prepaid, or deposited with a reputable overnight courier providing receipt upon delivery, addressed to a party as set forth in the first paragraph of this Agreement. Notices may also be given by facsimile transmission and shall be deemed given upon the generation of a confirmation page evidencing delivery to the party to whom they are addressed, and shall be promptly followed by a hard copy notice by mail as provided above. A change of address may be effected by either party by giving notice thereof as provided herein.

Seller Email: [asad.a.sajwani@gmail.com](mailto:asad.a.sajwani@gmail.com)

Buyer Email: [careexpressusallc@gmail.com](mailto:careexpressusallc@gmail.com) , [familiasosa74@gmail.com](mailto:familiasosa74@gmail.com)

Escrow Agent/Title Company: [lmann@commercialtitlegroupllc.com](mailto:lmann@commercialtitlegroupllc.com) Attn: Lisa Mann; 901-494-0471 and [cocaliff@fclawfirmllc.com](mailto:cocaliff@fclawfirmllc.com)

14. Modification.

This Agreement may not be changed orally, but may only be changed by an agreement in writing signed by Buyer and Seller.

(d) All real property taxes for the current year shall be prorated at closing.

9. Right of Entry.

At any time following the execution of this Agreement and until the Closing Date, Buyer and its duly authorized representatives shall have the right to enter upon the Property for the purposes of making engineering or architectural studies, surveys, environmental audits, and other inspections and investigations of the Property as Buyer may deem necessary; provided that Buyer shall not unreasonably interfere with Seller's or any tenant's use and occupancy of the Property. Buyer shall indemnify and hold harmless Seller and all tenants from any and all liabilities, claims and damages to person or property resulting from Buyer's or Buyer's agents' inspection of the Property. Buyer shall return the Property to its condition existing before such inspection or tests. Notwithstanding anything to the contrary herein, Buyer shall provide two (2) days' notice, which notice shall include a description of the contemplated activities and provide evidence of liability insurance acceptable to Seller, prior to performing any inspections of the Property. No invasive testing shall be conducted by Buyer without the prior written approval of Seller, such approval not to be unreasonably withheld, conditioned or delayed.

10. Default.

In the event that Seller defaults hereunder, except by reason of a default by Buyer, Buyer, at its election, shall have the right to either (a) accept such title as Seller is able to convey, without any claim on the part of Buyer for abatement for defects or objections, (b) to rescind this Agreement, and upon rescission, this Agreement shall be null, void, and of no force and effect and all Earnest Money paid by Buyer shall be immediately returned to Buyer, or (c) to compel the specific performance of this Agreement by Seller. In the event Buyer defaults hereunder, except by reason of a default by Seller, Seller shall be entitled to retain all Earnest Money as liquidated damages, which shall be Seller's sole and exclusive remedy for such a breach. However, such liquidated damages shall not limit Buyer's indemnity obligations under the Agreement. The lack of mutuality of remedies is hereby waived by the parties.

11. Risk of Loss.

Until the Closing Date, the risk of loss or damage to the Property shall be borne by Seller. If on or before the Closing Date all or any portion of the Property shall be taken by eminent domain or be the subject of condemnation proceedings, Seller shall promptly notify Buyer in writing and Buyer may either (i) terminate this Agreement by delivering written notice to Seller within ten (10) days of Buyer's receipt of Seller's written notice, or (ii) proceed with the Closing by delivering written notice thereof to Seller, but without reduction in the Purchase Price. In the event Buyer completes the Closing of the Property, Buyer shall be entitled to receive all awards paid or payable to Seller with respect to such taking or condemnation proceedings. Seller shall execute and deliver to Buyer on the Closing Date, all documents as may be necessary to effect the full assignment and collection of such awards and proceeds in the event Buyer elects to complete the Closing of the Property.

If before Closing any "material damage" occurs to the Property as a result of casualty loss, then Seller will promptly notify Buyer in writing and provide to Buyer all information available to Seller with respect thereto, and Buyer may elect to either (i) terminate this Agreement by delivering

7. Contingencies.

This Agreement and the obligations of Buyer and Seller hereunder shall be subject to the satisfaction of each of the following conditions precedent:

(a) All representations and warranties of Seller set forth in Section 6 hereof being true and correct as of the Closing Date, and Seller having complied with all of the provisions and conditions set forth herein to be complied with by Seller as to the Property unless otherwise waived by Buyer.

(b) All representations and warranties of Buyer set forth in Section 7 hereof being true and correct as of the Closing Date, and Buyer having complied with all of the provisions and conditions set forth herein to be complied with by Buyer as to the Property unless otherwise waived by Seller.

(c) Seller being able to convey marketable fee simple title to the Property to Buyer subject to no exceptions other than the Permitted Exceptions and those exceptions accepted pursuant to Section 5 hereof and perform its obligations pursuant to Section 4.

(d) Buyer shall perform its obligations pursuant to Section 4.

(e) There shall be no adverse change in the matters reflected in the Title Commitment described in Section 5.

(f) There being no event subject of Section 12 of this Agreement.

If this Agreement is terminated due to failure of any of the above contingencies, then the Earnest Money shall be refunded to Buyer and this Agreement shall terminate except for the provisions of Section 11 and other provisions that expressly survive termination of this Agreement. If for any other reason, Closing shall not occur, then the Earnest Money shall be paid to Seller and this Agreement shall terminate except for the provisions of Section 11 and other provisions that expressly survive termination of this Agreement.

8. Expenses and Prorations.

Upon the closing of the sale of the Property, the expenses of this transaction and closing prorations shall be paid as follows:

(a) Seller will pay for cost of the real estate commission at closing.

(b) Buyer will pay for the cost of the Title Search, preparation of the Special Warranty Deed, the Survey, any Property Reports obtained of the Property, the cost to record the Special Warranty Deed, including the transfer tax, and the premium for the issuance of the owner's title insurance policy, including any endorsements. Buyer will pay all costs applicable to any Buyer loan to facilitate the purchase of the Property.

(c) Each party will be responsible for payment of its own attorneys' fees.

5. Representations and Warranties of Seller.

Seller represents and warrants, based solely on its current actual knowledge, to Buyer as follows:

(a) Seller has the full right, power and authority to sell and convey the Property to Buyer as provided in this Agreement and to carry out Seller's obligations hereunder. The consummation of the transaction herein contemplated will not conflict with, with or without notice or the passage of time, or both, result in a breach of any of the terms or provisions of or constitute a default under any indenture, mortgage, loan instrument, or agreement to which Seller is a party or by which Seller or Seller's property is bound;

(b) Seller is not a "foreign person" as such term is defined in the Internal Revenue Code, Section 1445;

(c) Seller will not sell or otherwise encumber the Property during the term of this Agreement or amend the Leases or enter into any service contract that extends beyond the Closing Date without Buyer's written consent. In the event Seller amends any Leases between the Effective Date and the Closing Date without Buyer's prior written consent, Buyer may, at its election, terminate this Agreement;

(d) Seller has not received notice of any full or partial condemnation of the Property;

(e) Seller is not a party to any litigation or administrative proceeding affecting the Property or any part thereof or affecting Seller's right to sell the Property or any interest therein or the use thereof, and there is no pending or threatened litigation or administrative proceedings affecting the Property or any part thereof or affecting Seller's right to sell the Property or any interest therein or the use thereof;

(f) The execution and consummation of this Agreement will not violate any judgment, order or decree to which Seller is a party.

(g) To the best of Seller's information, knowledge and belief, and without inquiry, Seller is not aware of any environmental condition that would affect Buyer's ownership and use of the property.

6. Representations and Warranties of Buyer.

Buyer represents and warrants, based solely on its current actual knowledge to Seller as follows:

(a) Buyer has the full right, power and authority to purchase the Property as provided in this Agreement and to carry out Buyer's obligations hereunder. The consummation of the transaction herein contemplated will not conflict with, with or without notice or the passage of time, or both, result in a breach of any of the terms or provisions of or constitute a default under any indenture, mortgage, loan instrument, or agreement to which Buyer is a party.

Revenue Code to establish that Buyer has no obligation under such code to withhold and pay over to the Internal Revenue Service any part of the amount realized by Seller in the sale contemplated hereby.

(d) Seller shall deliver all such documents, instruments, affidavits, certificates, resolutions, evidence of existence and authority as the title company may require to issue an owner's title policy to the Buyer in the amount of the Purchase Price.

(e) Seller shall deliver to Buyer a Bill of Sale, if necessary. [NTD: Please confirm what is to be included in a Bill of sale or if this is necessary.

(f) Seller shall deliver to Buyer a quit claim deed using any new survey description furnished by Buyer pursuant to a new and/or updated land survey, if necessary. [NTD: Please confirm if a QC is required as a Warranty Deed shall be furnished at closing]

4. Title and Survey.

Within five (5) days after the Effective Date, Buyer may, at its election and for the account of Seller, obtain from the Title Company, a title insurance commitment ("Title Commitment") to issue an owner's title insurance policy insuring marketable fee simple title to the Property to Buyer in an amount equal to the Purchase Price, together with copies of all of the documents referred to in the Title Commitment. Buyer's failure to obtain a Title Commitment during the Inspection Period shall constitute Buyer's waiver thereof if a condition to Closing.

Buyer may, at its election, obtain a survey of the Property ("Survey") during the Inspection Period. The Survey shall be certified to Buyer, Buyer's lender, if any, and the title company. Buyer's failure to obtain a Survey during the Inspection Period shall constitute Buyer's waiver thereof if a condition to Closing.

At the Closing, the Property shall be transferred to Buyer with no liens, easements, encumbrances, tenancies or other exceptions to title, except ad valorem taxes and special assessments for the current year not yet due and payable, the tenants under the Leases, and such other items deemed acceptable by Buyer during the Inspection Period (collectively, the "Permitted Exceptions"). If the Title Commitment sets forth exceptions to title which are not acceptable to Buyer, Buyer shall so notify Seller in writing within five (5) days of receipt of the Survey (if procured by Buyer) and the Title Commitment, which in no event shall be later than the expiration of the Inspection Period. Buyer's written notice shall set forth in detail the matters reflected in the Title Commitment or on the Survey that Buyer finds objectionable. Seller shall thereafter have ten (10) days from receipt of written notice thereof to remove or to make provision for the removal of such objectionable matters. If Seller is unable or unwilling to remove or to make provision for the removal of such objectionable title matters within the time specified, Buyer shall have the right to (i) close the transfer as contemplated herein subject to any such exceptions to title, or (ii) to terminate this Agreement and receive a refund of all Earnest Money.

2. Inspection Period.

Within five (5) days of the Effective Date, Seller will provide Buyer with all pertinent information in its possession or control regarding the Property, including the following due diligence materials, to-wit: (a) If any, leases and lease amendments; (b) surveys, architectural and engineering plans and specifications; (c) Property development and operation agreements; (d) appraisals; (e) soil tests, environmental reports and property condition reports and inspections; (f) title policies; (g) service contracts and agreements which will bind the Buyer and/or the Property after the Closing Date; and (h) real and personal property tax records, including any changes in assessments, for calendar year 2025.

Buyer may, at its election, obtain a survey, title commitment, appraisal, Phase I environmental assessment, property condition report and any other report, study and assessment deemed necessary or desirable by Buyer (collectively, "Property Reports"). In the event this purchase and sale is not completed, Buyer shall, if requested by Seller, provide Seller copies of all Property Reports promptly upon such termination, which agreement shall survive the termination of this Agreement.

Buyer shall have **Sixty (60)** days from the Effective Date ("Inspection Period") to perform inspections of the Property and examine the documents provided by Seller and the Property Reports. Subject to Section 10 hereof, during the Inspection Period, the Seller shall provide Buyer reasonable access to the Property in which to perform the review.

Prior to expiration of the Inspection Period, if Buyer, for any reason or no reason at all, in its sole and absolute discretion, elects to not purchase the Property, Buyer shall notify Escrow Agent and Seller in writing that this Agreement is void and terminated immediately ("Buyer's No Purchase Notice") in which case the Earnest Money, shall be refunded to Buyer. Thereafter, this Agreement shall be void and each party shall be relieved of any further liability thereunder, except for any rights or obligations of either party which are expressly stated to survive termination or expiration of this Agreement.

3. Closing.

Closing of the purchase of the Property shall occur on or before that date which is **Fifteen (15) days** from the expiration of the Inspection Period ("Closing Date").

On the Closing Date, the closing ("Closing") shall occur as follows, subject to the satisfaction of all of the terms and conditions of this Agreement:

- (a) Seller shall convey to Buyer marketable fee simple title by Special Warranty Deed, duly executed and in recordable form subject to the Permitted Exceptions and other title exceptions accepted by Buyer (as hereinafter defined).
- (b) Seller shall deliver possession of the Property to Buyer, including all keys and alarm codes.
- (c) Seller shall deliver to Buyer an affidavit to the effect that Seller is not a foreign corporation, foreign partnership, foreign trust or foreign estate for purposes of Section 1445 of the Internal

## **PURCHASE AND SALE AGREEMENT**

THIS PURCHASE AND SALE AGREEMENT (“Agreement”) made and entered into this \_\_\_\_\_ day of August, 2025 (herein the “Effective Date”), by and between **SKS Investment Properties, LLC**, a Tennessee limited liability company whose business address is 8122 Cambury Cove E, Germantown, Tennessee 38138 (“Seller”); and **Express Auto, LLC**, a Tennessee limited liability company, whose business address is 716 Belle Watley Ln Collierville, Tennessee 38017, or its assigns (“Buyer”)

### **WITNESSETH:**

WHEREAS, Seller is the owner of real property (references to said real property includes all fixtures, easements, leases, rights and privileges appurtenant thereto and owned by Seller) with improvements commonly referred to as 2710 Mendenhall, Memphis, Tennessee 38115, (Tax Parcel ID: 074089E00008) and more particularly described on Exhibit “A” attached hereto and incorporated herein as if set forth verbatim (“Property”);

WHEREAS, Seller desires to sell to Buyer and Buyer desires to purchase from Seller the Property; and

WHEREAS, the parties hereto desire to set forth herein the terms and conditions of the sale.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, and the payment by Buyer to Commercial Title Group, LLC, 6389 Quail Hollow, Suite 201, Memphis, Tennessee 38120 (“Escrow Agent and “Title Company”), of the sum of **Fifteen Thousand and 00/100 Dollars (\$15,000.00)** (the “Earnest Money”), within three (3) days of full execution of this Agreement, and receipt of which is to be acknowledged by Escrow Agent, to be held in a non-interest bearing escrow and disposed of in accordance with the terms of this Agreement, the parties agree as follows:

#### **1. Sale of Property.**

Seller hereby covenants and agrees to sell and convey the Property by special warranty deed to Buyer in its “AS IS, WHERE IS” condition without any representations or warranties other than title and as set forth herein. During the pendency of this Agreement, Seller agrees not to enter into any new or additional leases, or amend any existing lease, or service or other contracts binding upon the Property or Buyer from and after the Closing Date.

#### **Purchase Price.**

The purchase price for the Property shall be **FOUR HUNDRED SIXTY THOUSAND AND 00/100 DOLLARS (\$460,000.00)** (“Purchase Price”), payable in collected funds at Closing. All Earnest Money shall be credited toward the Purchase Price at Closing.



## Memphis City Council Summary Sheet

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

A resolution to accept and appropriate grant funding from the Department of Homeland Security - FEMA for Tennessee Task Force One Readiness Cooperative Agreement in the amount of \$1,430,311.

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

Fire Services is the initiating party, at request of the City Council.

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

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

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

This will impact all council districts and super districts.

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

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

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

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



G171

**A resolution to accept grant funding in the amount of One Million Four Hundred Thirty Thousand Three Hundred Eleven Dollars (\$1,430,311.00) from the US Department of Homeland Security.**

**WHEREAS**, The City of Memphis Division of Fire Services has been awarded grant funds in the amount of One Million Four Hundred Thirty Thousand Three Hundred Eleven Dollars (\$1,430,311) from the US Department of Homeland Security - FEMA; and

**WHEREAS**, These funds will be used for annual sustainment of Tennessee Task Force One; and

**WHEREAS**, It is necessary to accept the grant funding and amend the Fiscal Year 2026 Misc Grant Fund 0205 budget to establish funds for the Urban Search & Rescue grant; and

**WHEREAS**, It is necessary to appropriate the grant fund in the amount of One Million Four Hundred Thirty Thousand Three Hundred Eleven Dollars (\$1,430,311) for the Urban Search & Rescue grant; and

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Memphis that the Urban Search & Rescue grant funds in the amount of One Million Four Hundred Thirty Thousand Three Hundred Eleven Dollars (\$1,430,311) be accepted by the City of Memphis.

**BE IT FURTHER RESOLVED**, that the Fiscal Year 2026 Misc Grant Fund 0205 budget be and is hereby amended by appropriating the Expenditures and Revenues for the Urban Search & Rescue grant in the amount of One Million Four Hundred Thirty Thousand Three Hundred Eleven Dollars (\$1,430,311) as follows:

<b>Revenue</b>	
<b>Federal Grants</b>	<b>\$1,430,311.00</b>

<b>Expenses</b>	
<b>Administration</b>	<b>\$ 726,527.00</b>
<b>Training</b>	<b>\$ 248,835.00</b>
<b>Equipment</b>	<b>\$ 209,183.00</b>
<b>Storage</b>	<b>\$ 245,766.00</b>

## **RESOLUTION SUMMARY**

### **1. Description of the Item**

Resolution to approve the joint-funding agreement between the U.S. Geological Survey Lower Mississippi-Gulf Water Science Center and Memphis Light, Gas & Water Division, Investigation of Water Resources, for a period of January 1, 2026 to December 31, 2027, stipulating that a sum of \$916,000.00 will be furnished by the Division and a sum of \$174,000.00 will be furnished by the United States Department of Interior Geological Survey for continuation of the ground water data collection program in the Memphis Area.

### **2. Additional Information**

The Vice President of Gas and Water Engineering and Operation recommends to the Board of Light, Gas and Water Commissioners the approval of Contract # 12667, joint-funding agreement For Water Resources Investigations, with the U.S. Geological Survey Lower Mississippi-Gulf Water Science Center for a period of January 1, 2026 to December 31, 2027, stipulating that a sum of \$916,000.00 will be furnished by the Division and a sum of \$174,000.00 will be furnished by the United States Department of Interior Geological Survey for continuation of the ground water data collection program in the Memphis Area.

## **RESOLUTION**

**WHEREAS**, the Board of Light, Gas and Water Commissioners, at its meeting held December 17, 2025, approved Contract # 12667, joint-funding agreement For Water Resources Investigations, with the U.S. Geological Survey Lower Mississippi-Gulf Water Science Center for a period of January 1, 2026 to December 31, 2027, stipulating that a sum of \$916,000.00 will be furnished by the Division and a sum of \$174,000.00 will be furnished by the United States Department of Interior Geological Survey for continuation of the ground water data collection program in the Memphis Area.

**NOW THEREFORE BE IT RESOLVED** by the Council of the City of Memphis, that the President or his designated representative is authorized to execute Contract # 12667, joint-funding agreement For Water Resources Investigations, with the U.S. Geological Survey Lower Mississippi-Gulf Water Science Center for a period of January 1, 2026 to December 31, 2027.

**EXCERPT**  
from  
**MINUTES OF MEETING**  
of  
**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS**  
**CITY OF MEMPHIS**  
**held**  
**December 17, 2025**

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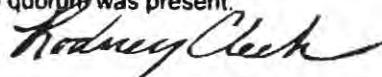
WHEREAS, the Vice President of Gas and Water Engineering and Operation recommends to the Board of Light, Gas and Water Commissioners the approval of Contract # 12667, joint-funding agreement For Water Resources Investigations, with the U.S. Geological Survey Lower Mississippi-Gulf Water Science Center for a period of January 1, 2026 to December 31, 2027, stipulating that a sum of \$916,000.00 will be furnished by the Division and a sum of \$174,000.00 will be furnished by the United States Department of Interior Geological Survey for continuation of the ground water data collection program in the Memphis Area; and

WHEREAS, the Memphis Light, Gas and Water Division and the United States Department of the Interior Geological Survey have cooperated for the purpose of investigating ground water resources in the immediate vicinity of Memphis since the year 1940, and the Vice President of Gas and Water Engineering and Operation recommends that the Division continue to encourage this work and cooperate with the Geological Survey in accordance with this joint-funding agreement as submitted. Funds for this fee are included in the 2026 budget.

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

THAT, subject to the consent and approval of the Council of the City of Memphis, the Secretary-Treasurer is hereby authorized and directed to make quarterly payments based on the amount of work completed at the end of each quarter.

I hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Light, Gas and Water Commissioners at a regular meeting held on 17<sup>th</sup> day of December, 2025 at which a quorum was present.



VP, CFO & Secretary - Treasurer

## RESOLUTION SUMMARY

- 1. Short Title Description – F5 R5600 Load Balancers**
- 2. Requested Funding – \$445,287.16**
- 3. Award Duration – One-Time Purchase**
- 4. Type of Bid – Sealed Bid**
- 5. Awarded To – Logicalis, Inc.**
- 6. Plain Language Description –** To purchase F5 R5600 load balancers in the specified quantities listed below. The load balancers are smart traffic controllers that route user requests to the appropriate servers to ensure applications remain available and responsive. The F5 R5600 load balancers will replace existing balancers that have reached end-of-life.
  - 2 – Part #F5-BIG-LTM-R5600 - BIG-IP appliance: local traffic manager r5600
  - 10 – Part #F5-SVC-BIG-PRE-HW369 - BIG-IP service: premium CAT HW369 \* 5 years of support \*
  - 2 – Part #F5-ADD-BIG-AWF-R5XXX - BIG-IP add-on: advanced web application firewall module (r5XXX) Perpetual
  - 10 – Part #F5-SVC-BIG-PRE-SW209 - BIG-IP Service: Premium CAT SW209 \* 5 years of support \*
  - 2 – Part #F5-UPG-AC-R5XXX - field upgrade: single 650W AC power supply (r5XXX)
- 1. Impact –** The F5 R5600 load balancers are essential for maintaining smooth system operations, enabling timely application of security patches and firmware updates, and vendor support when needed. The replacements are needed to protect the network and to prevent outages that will disrupt the systems that employees and customers use daily.



## **RESOLUTION**

**WHEREAS**, the Board of Light, Gas and Water Commissioners in their meeting of December 17, 2025 approved the purchase of F5 R5600 load balancers and is now recommending to the Council of the City of Memphis that it approves said purchase; and

**WHEREAS**, the F5 R5600 load balancers are smart traffic controllers that route user requests to the appropriate servers to ensure applications remain available and responsive. The load balancers are essential for maintaining smooth system operations, enabling timely application of security patches and firmware updates, and vendor support when needed. The F5 R5600 load balancers will replace existing balancers that have reached end-of-life; and

**WHEREAS**, bids were opened on November 19, 2025. Notice to Bidders was advertised. Eight bids were solicited, and one bid was received with the best complying and most responsive bidder being the firm of Logicalis, Inc. This award complies with all applicable laws and policies; and

**NOW, THEREFORE BE IT RESOLVED** by the Council of the City of Memphis that there be and is hereby approved the purchase of F5 R5600 load balancers from Logicalis, Inc. in the amount of \$445,287.16 chargeable to the MLGW 2026 fiscal year budget.

**EXCERPT**  
from  
**MINUTES OF MEETING**  
of  
**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS**  
**CITY OF MEMPHIS**  
held  
**December 17, 2025**

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The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners that it awards a purchase order for F5 R5600 load balancers to Logicalis, Inc. in the amount of \$445,287.16.

The F5 R5600 load balancers are smart traffic controllers that route user requests to the appropriate servers to ensure applications remain available and responsive. The load balancers are essential for maintaining smooth system operations, enabling timely application of security patches and firmware updates, and vendor support when needed. The F5 R5600 load balancers will replace existing balancers that have reached end-of-life.

Bids were opened on November 19, 2025. Notice to Bidders was advertised. Eight bids were solicited, and one bid was received with the best complying and most responsive bidder being the firm of Logicalis, Inc. This award complies with all applicable laws and policies.

The 2026 budgeted amount for Electric IS / IT Projects – Information Technology is \$21,727,000.00; of which \$445,287.16 will be spent on this purchase in 2026; leaving a balance available of \$21,281,712.84; and

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

**THAT**, subject to the consent and approval of the Council of the City of Memphis, awards a purchase order to Logicalis, Inc. is approved for furnishing:

2 – Part #F5-BIG-LTM-R5600 - BIG-IP appliance: local traffic manager r5600 (128G, M.2 SSD, max SSL & comp);

10 – Part #F5-SVC-BIG-PRE-HW369 - BIG-IP service: premium CAT HW369 \* 5 years

of support \*;

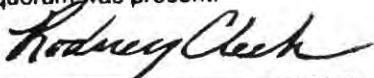
2 – Part #F5-ADD-BIG-AWF-R5XXX - BIG-IP add-on: advanced web application firewall module (r5XXX) Perpetual;

10 – Part #F5-SVC-BIG-PRE-SW209 - BIG-IP Service: Premium CAT SW209 \* 5 years of support \*;

2 – Part #F5-UPG-AC-R5XXX - field upgrade: single 650W AC power supply (r5XXX);

Totaling \$445,287.16; f.o.b. Memphis, Tennessee, our dock; transportation prepaid; said prices being firm; the quantities are for estimation purposes only and do not create a commitment for MLGW to purchase any specific minimum or maximum quantity, with actual purchases to be made according to operational needs, not to exceed the approved total expenditure; delivery in 4-6 weeks, terms net 30 days.

I hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Light, Gas and Water Commissioners at a regular meeting held on 17<sup>th</sup> day of Dec. 2025, at which a quorum was present.



VP, CFO & Secretary - Treasurer

## RESOLUTION SUMMARY

- 1. Short Title Description – Contract No. 11462 - Electronic Board Agenda Solution**
- 2. Requested Funding – \$44,545.23**
- 3. Award Duration – Ratification of the approval of a payment after the fact and Renewal for annual software maintenance, fees, and support services (November 1, 2025 through October 31, 2026)**
- 4. Type of Bid – Single Source**
- 5. Awarded To – Granicus (*formerly Accela, Incorporated*)**
- 6. Plain Language Description – This change is to ratify and renew the current contract for annual software maintenance, fees, and support.**
- 7. Impact – MinuteTraq gives MLGW an efficient process for scheduling board meetings, documenting and publishing minutes; board members' votes, approvals and recordings.**

## RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of December 17, 2025 approved the Ratification and Renewal (*Change No. 9*) to Contract No. 11462, Electronic Board Agenda Solution with Granicus (*formerly Accela, Incorporated*) to ratify and renew the current contract in the funded amount of \$44,545.23, and is now recommending to the Council of the City of Memphis that it approves said ratification and renewal as approved; and

WHEREAS, the project scope is to provide implementation of an Electronic Agenda Management Solution with VoteRecording and Optional Audio and Video Streaming. This contract award was selected based on the Single Source procurement process; and

WHEREAS, this change is to ratify the approval of a payment after the fact and renew the current contract for annual software maintenance, fees, and support services for the period covering November 1, 2025 through October 31, 2026 in the amount of \$46,033.88; of which \$1,488.65 will be absorbed from the current contract value. There is a 5% increase in the license fee and a 5.7% increase in the extended support fee. However, MLGW was able to negotiate and obtain a \$2,500 discount on the extended support fee which resulted in an overall 10.7% increase in costs from the previous term. The total requested amount of this ratification and renewal is \$44,545.23. This single source ratification and renewal complies with all applicable laws and policies. The new contract value is \$532,565.74; and

NOW THEREFORE BE IT RESOLVED by the Council of the City of Memphis, that there be and is hereby approved the Ratification and Renewal (*Change No. 9*) to Contract No. 11462, Electronic Board Agenda Solution with Granicus (*formerly Accela, Incorporated*) to ratify and renew the current contract in the funded amount of \$44,545.23 as approved.

**EXCERPT**  
from  
**MINUTES OF MEETING**  
of  
**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS**  
**CITY OF MEMPHIS**  
**held**  
**December 17, 2025**

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The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners the approval of the Ratification and Renewal (*Change No. 9*) to Contract No. 11462, Electronic Board Agenda Solution with Granicus (*formerly Accela, Incorporated*) to ratify and renew the current contract in the funded amount of \$44,545.23.

The project scope is to provide implementation of an Electronic Agenda Management Solution with VoteRecording and Optional Audio and Video Streaming. This contract award was selected based on the Single Source procurement process.

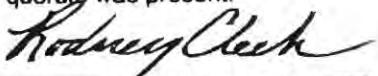
This change is to ratify the approval of a payment after the fact and renew the current contract for annual software maintenance, fees, and support services for the period covering November 1, 2025 through October 31, 2026 in the amount of \$46,033.88; of which \$1,488.65 will be absorbed from the current contract value. There is a 5% increase in the license fee and a 5.7% increase in the extended support fee. However, MLGW was able to negotiate and obtain a \$2,500 discount on the extended support fee which resulted in an overall 10.7% increase in costs from the previous term. The total requested amount of this ratification and renewal is \$44,545.23. This single source ratification and renewal complies with all applicable laws and policies. The new contract value is \$532,565.74.

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

THAT, Subject to the consent and approval of the Council of the City of Memphis, the approval of the Ratification and Renewal (*Change No. 9*) to Contract No. 11462, Electronic Board Agenda Solution with Granicus (*formerly Accela, Incorporated*) to ratify and renew the current contract in the funded amount of \$44,545.23, as outlined in the foregoing preamble, is approved and further,

THAT, the President, or his designated representative is authorized to execute the Ratification and Renewal.

I hereby certify that the foregoing is a true  
copy of a resolution adopted by the Board of Light,  
Gas and Water Commissioners at a regular meeting  
held on 17th day of Dec.  
2025, at which a quorum was present.



VP, CFO & Secretary - Treasurer

## RESOLUTION SUMMARY

- 1. Short Title Description – Infoblox Hardware**
- 2. Requested Funding – \$1,121,979.44**
- 3. Award Duration – One-Time Purchase**
- 4. Type of Bid – Sealed Bid**
- 5. Awarded To – Verinext Corp**
- 6. Plain Language Description –** To procure Infoblox hardware in the estimated quantities listed below. The Infoblox Network Identity Operating System (NIOS) hardware is a secure, reliable platform that manages our core network services — DNS, DHCP, and IP address management known as DDI. These services are critical to ensure smooth communication between our computers, servers, and other connected devices.
  - 6 – Part #TE-2326-SWBSUB-DDIGD-4 - Trinzie X6 2326 software bundle subscription, DOI, DNS traffic control, DNS firewall, cloud platform, and grid
  - 6 – Part #TE-2306-HW-AC - Infoblox Trinzie X6 2306- hardware only
  - 6 – Part #4-TE-2306-HW-AC - Infoblox premium maintenance-enterprise for TE-2306-HW-AC
  - 12 – Part #IB-power-cords- 14G - power cords - group B, 14 gauge
  - 1 – Part #TR-SWBSUB-5005 - activation - Infoblox TR-5005 reporting & analytics software B
  - 1 – Part #TR-SWTL-5GB-4 - Trinzie reporting and analytics subscription license, 1 license per grid, requires reporting and analytics HW and grid software or activation software bundle with Infoblox premium maintenance-enterprise 5GB
  - 1 – Part #TR-SWBSUB-5005- activation - Infoblox TR-5005 reporting & analytics software B
  - 2 – Part #TE-926-SWBSUB-DDIGD-4 - Trinzie X6 926 software bundle subscription, DOI, DNS traffic control, DNS firewall, cloud platform, and grid
  - 2 – Part #TE-906-HW-2AC – Infoblox Trinzie X6 906- hardware only
  - 2 – Part #4-TE-906-HW-2AC – Infoblox premium maintenance enterprise for TE-906-HW-2AC
  - 4 – Part #IB-power-cords-14G - power cords - group B, 14 gauge
  - 2 – Part #IB-SWTL-ADNS-TE-926-4-Trinzie software module subscription, advanced DNS protection
  - 8 – Part #IB-SHIP - shipping charge
  - 1 – Part #TE-2326-SWBSUB-DDIGD-4 - Trinzie X6 2326 software bundle subscription, DOI, DNS traffic control, DNS firewall, cloud platform, and grid
- 7. Impact –** The Infoblox hardware provides stability, security, and centralized manageability. The hardware includes automated IP address and DNS management that reduces configuration errors and

## **RESOLUTION**

**WHEREAS**, the Board of Light, Gas and Water Commissioners in their meeting of December 17, 2025 approved the purchase of Infoblox hardware and is now recommending to the Council of the City of Memphis that it approves said purchase; and

**WHEREAS**, the Infoblox hardware will replace existing hardware that has reached end-of-life. The Infoblox Network Identity Operating System (NIOS) hardware is a secure, reliable platform that manages our core network services — DNS, DHCP, and IP address management known as DDI. These services are critical to ensure smooth communication between our computers, servers, and other connected devices; and

**WHEREAS**, bids were opened on October 15, 2025. Notice to Bidders was advertised. Ten bids were solicited, and three bids were received with the lowest and best complying bidder being the firm of Verinext Corp. This award complies with all applicable laws and policies; and

**NOW, THEREFORE BE IT RESOLVED** by the Council of the City of Memphis that there be and is hereby approved the purchase of Infoblox hardware from Verinext Corp. in the amount of \$1,121,979.44 chargeable to the MLGW 2026 fiscal year budget.

**EXCERPT**  
from  
**MINUTES OF MEETING**  
of  
**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS**  
**CITY OF MEMPHIS**  
held  
**December 17, 2025**

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The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners that it awards a purchase order for Infoblox hardware to Verinext Corp. in the amount of \$1,121,979.44.

The Infoblox hardware will replace existing hardware that has reached end-of-life. The Infoblox Network Identity Operating System (NIOS) hardware is a secure, reliable platform that manages our core network services — DNS, DHCP, and IP address management known as DDI. These services are critical to ensure smooth communication between our computers, servers, and other connected devices.

Bids were opened on October 15, 2025. Notice to Bidders was advertised. Ten bids were solicited, and three bids were received with the lowest and best complying bidder being the firm of Verinext Corp. This award complies with all applicable laws and policies.

The 2026 budgeted amount for Electric IS / IT Projects – Network Engineering and Security Services is \$21,727,000.00; of which \$1,121,979.44 will be spent on this purchase in 2026; leaving a balance available of \$20,605,020.56; and

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

**THAT**, subject to the consent and approval of the Council of the City of Memphis, awards a purchase order to Verinext Corp. is approved for furnishing:

6 – Part #TE-2326-SWBSUB-DDIGD-4 - Trinzie X6 2326 software bundle subscription, DOI, DNS Traffic Control, DNS firewall, cloud platform, and grid;

6 – Part #TE-2306-HW-AC - Infoblox Trinizi X6 2306- hardware only;

6 – Part #4-TE-2306-HW-AC - INFOBLOX premium maintenance-enterprise for TE-2306-HW-AC;

12 – Part #IB-POWER-CORD-14G - power cord - group B, 14 gauge;

1 – Part #TR-SWBSUB-5005 - activation - Infoblox TR-5005 reporting & analytics software B;

1 – Part #TR-SWTL-5GB-4 - Trinzie reporting and analytics subscription license, 1 license per grid, requires reporting and analytics HW and grid software or activation software bundle with Infoblox premium maintenance-enterprise 5GB;

1 – Part #TR-SWBSUB-5005- activation - Infoblox TR-5005 reporting & analytics software B;

2 – Part #TE-926-SWBSUB-DDIGD-4 - Trinzie X6 926 software bundle subscription, DOI, DNS traffic control, DNS firewall, cloud platform, and grid;

2 – Part #TE-906-HW-2AC – Infoblox Trinzie X6 906- hardware only;

2 – Part #4-TE-906-HW-2AC – Infoblox premium maintenance enterprise for TE-906-HW-2AC;

4 – Part #IB-power-cord-14G - power cord - group B, 14 gauge;

2 – Part #IB-SWTL-ADNS-TE-926-4-Trinzie software module subscription, advanced DNS protection;

8 – Part #IB-SHIP - shipping charge;

1 – Part #TE-2326-SWBSUB-DDIGD-4 - Trinzie X6 2326 software bundle subscription, DOI, DNS traffic control, DNS firewall, cloud platform, and grid;

Totaling \$1,121,979.44; f.o.b. Memphis, Tennessee, our dock; transportation prepaid; said prices being firm; the quantities are for estimation purposes only and do not create a commitment for MLGW to purchase any specific minimum or maximum quantity, with actual purchases to be made according to operational needs, not to exceed the approved total expenditure; delivery in two weeks, terms net 60 days.

I hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Light, Gas and Water Commissioners at a regular meeting held on 17<sup>th</sup> day of Dec. 2025, at which a quorum was present.



VP, CFO & Secretary - Treasurer

## RESOLUTION SUMMARY

- 1. Short Title Description** – Luminaire Floodlights LED 1000W Equivalent
- 2. Requested Funding** – \$437,562.00
- 3. Award Duration** – One-Time Purchase
- 4. Type of Bid** – Sealed Bid
- 5. Awarded To** – ATG Supply LLC
- 6. Plain Language Description** – To purchase 438 luminaire floodlights LED 1000W equivalent which will be used for MLGW's electric infrastructure. The luminaires are utilized to distribute and control artificial lighting across MLGW's service area.
- 7. Impact** – The luminaires are needed for upcoming projects and for infrastructure updates.



## **RESOLUTION**

**WHEREAS**, the Board of Light, Gas and Water Commissioners in their meeting of December 17, 2025 approved the purchase of luminaire floodlights LED 1000W equivalent and is now recommending to the Council of the City of Memphis that it approves said purchase; and

**WHEREAS**, the luminaire floodlights are essential for maintaining MLGW's electric infrastructure. The luminaires are utilized to distribute and control artificial lighting across MLGW's service area. The luminaires are needed for upcoming projects and for infrastructure updates; and

**WHEREAS**, bids were opened on October 15, 2025. Notice to Bidders was advertised. Eighteen bids were solicited, and six bids were received with the best complying and most responsive bidder in accordance with MLGW's Local Bidding Preference policy, being the firm of ATG Supply LLC. This award complies with all applicable laws and policies; and

**NOW, THEREFORE BE IT RESOLVED** by the Council of the City of Memphis that there be and is hereby approved the purchase of luminaire floodlights LED 1000W equivalent from ATG Supply LLC in the amount of \$437,562.00 chargeable to the MLGW 2026 fiscal year budget.

**EXCERPT**  
from  
**MINUTES OF MEETING**  
of  
**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS**  
**CITY OF MEMPHIS**  
held  
**December 17, 2025**

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The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners that it awards a purchase order for luminaire floodlights LED 1000W equivalent to ATG Supply LLC in the amount of \$437,562.00.

The luminaire floodlights are essential for maintaining MLGW's electric infrastructure. The luminaires are utilized to distribute and control artificial lighting across MLGW's service area. The luminaires are needed for upcoming projects and for infrastructure updates.

Bids were opened on October 15, 2025. Notice to Bidders was advertised. Eighteen bids were solicited, and six bids were received with the best complying and most responsive bidder in accordance with MLGW's Local Bidding Preference policy, being the firm of ATG Supply LLC. This award complies with all applicable laws and policies.

The 2026 budgeted amount for Electric Street Light Maintenance – Miscellaneous Accounting is \$3,750,000.00; of which \$437,562.00 will be spent on this purchase in 2026; leaving a balance available of \$3,312,438.00; and

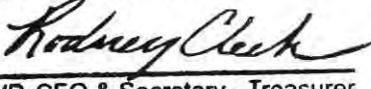
**NOW THEREFORE BE IT RESOLVED BY** the Board of Light, Gas and Water Commissioners:

**THAT**, subject to the consent and approval of the Council of the City of Memphis, awards a purchase order to ATG Supply LLC is approved for furnishing:

438 – Luminaire floodlights LED 1000W equivalent 4000K;

Totaling \$437,562.00; f.o.b. Memphis, Tennessee, our dock; transportation prepaid; said price being firm; the quantity is for estimation purposes only and does not create a commitment for MLGW to purchase any specific minimum or maximum quantity, with the actual purchase to be made according to operational needs, not to exceed the approved total expenditure; delivery in 6-8 weeks, terms net 15 days.

I hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Light, Gas and Water Commissioners at a regular meeting held on 17<sup>th</sup> day of Dec. 2025, at which a quorum was present.

  
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VP, CFO & Secretary - Treasurer

## RESOLUTION SUMMARY

- 1. Short Title Description – Contract No. 12230 - Exceleron Pre-Pay**
- 2. Requested Funding – \$1,837,530.00**
- 3. Award Duration – Ratification and Extension (January 1, 2026 through December 31, 2030)**
- 4. Type of Bid – Sole Source**
- 5. Awarded To – Exceleron Software, LLC**
- 6. Plain Language Description – MLGW uses Exceleron's platform to operate the Prepay program.**
- 7. Impact – Transitioning from Exceleron's PrePay platform would require a substantial financial investment that would be detrimental to the division.**

## RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of December 17, 2025 approved the Ratification and Extension (*Change No. 1*) to Contract No. 12230, Exceleron Pre-Pay with Exceleron Software, LLC to ratify and extend the current contract in the funded amount of \$1,837,530.00, and is now recommending to the Council of the City of Memphis that it approves said ratification and extension as approved; and

WHEREAS, the project scope is to allow Exceleron Software, LLC as a sole source provider to establish Exceleron's MyUsage prepaid software access agreement, a web-based system, which provides customers with the necessary tools to offer customers a prepaid alternative payment option vs. traditional billing options. The contract award was selected based on the Sole Source procurement process; and

WHEREAS, this change is to ratify and extend the current contract for an additional five (5) years covering the period January 1, 2026 through December 31, 2030 in the amount of \$1,837,530.00 with a 20% negotiated reduction in rates from the original term. This ratification and extension complies with all applicable laws and policies. The new contract value is \$3,757,530.00; and

NOW THEREFORE BE IT RESOLVED BY THE Council of the City of Memphis, that there be and is hereby approved the Ratification and Extension (*Change No. 1*) to Contract No. 12230, Exceleron Pre-Pay with Exceleron Software, LLC to ratify and extend the current contract in the funded amount of \$1,837,530.00 as approved.

**EXCERPT**  
from  
**MINUTES OF MEETING**  
of  
**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS**  
**CITY OF MEMPHIS**  
**held**  
**December 17, 2025**

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The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners the approval of the Ratification and Extension (*Change No. 1*) to Contract No. 12230, Exceleron Pre-Pay with Exceleron Software, LLC to ratify and extend the current contract in the funded amount of \$1,837,530.00

The project scope is to allow Exceleron Software, LLC as a sole source provider to establish Exceleron's MyUsage prepaid software access agreement, a web-based system, which provides customers with the necessary tools to offer customers a prepaid alternative payment option vs. traditional billing options. The contract award was selected based on the Sole Source procurement process.

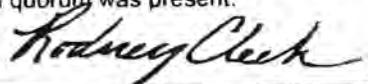
This change is to ratify and extend the current contract for an additional five (5) years covering the period January 1, 2026 through December 31, 2030 in the amount of \$1,837,530.00 with a 20% negotiated reduction in rates from the original term. This ratification and extension complies with all applicable laws and policies. The new contract value is \$3,757,530.00.

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

THAT, Subject to the consent and approval of the Council of the City of Memphis, the approval of the Ratification and Extension (*Change No. 1*) to Contract No. 12230, Exceleron Pre-Pay with Exceleron Software, LLC to ratify and extend the current contract in the funded amount of \$1,837,530.00 as outlined in the foregoing preamble, is approved and further,

THAT, the President, or his designated representative is authorized to execute the Ratification and Extension.

I hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Light, Gas and Water Commissioners at a regular meeting held on 17<sup>th</sup> day of Dec 2025 at which a quorum was present.



VP, CFO & Secretary - Treasurer

## RESOLUTION SUMMARY

- 1. Short Title Description – Contract No. 12347 (*solicited under Contract No. 12294*) – Temporary Employment Services for General Laborer Services**
- 2. Requested Funding – \$1,500,000.00**
- 3. Award Duration – Ratification and Renewal Fourth and Final (January 1, 2026 – December 31, 2026)**
- 4. Type of Bid – RFP**
- 5. Awarded To – Millennium Search, LLC**
- 6. Plain Language Description – This change is to provide short-term, temporary assignments for general labor positions for projects, long and short-term disabilities, sick leave, open positions, promotions and military leave.**
- 7. Impact – Cost benefit as well as ensures business continuity and possible employment if they do well in their position.**

## RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of December 17, 2025 approved the Ratification and Renewal (*Change No. 5*) to Contract No. 12347 (*solicited under Contract No. 12294*), Temporary Employment Services for General Laborer Services with Millennium Search, LLC to ratify and renew the current contract in the funded amount of \$1,500,000.00; and is now recommending to the Council of the City of Memphis that it approves said ratification and renewal as approved; and

WHEREAS, the project scope is to provide short-term, temporary assignments of identified skills for general laborer positions. This contract award was based on the Request for Proposals (“RFP”) evaluation process; and

WHEREAS, this change is to ratify and renew the current contract for the fourth and final annual renewal term for the period covering January 1, 2026 through December 31, 2026 in the amount of \$1,500,000.00 with no increase in rates from the previous term. This ratification and renewal complies with all applicable laws and policies. The new contract value is \$6,675,411.97; and

NOW THEREFORE BE IT RESOLVED by the Council of the City of Memphis, that there be and is hereby approved Ratification and Renewal (*Change No. 5*) to Contract No. 12347 (*solicited under Contract No. 12294*), Temporary Employment Services for General Laborer Services with Millennium Search, LLC to ratify and renew the current contract in the funded amount of \$1,500,000.00 as approved.

**EXCERPT**  
from  
**MINUTES OF MEETING**  
of  
**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS**  
**CITY OF MEMPHIS**  
held  
**December 17, 2025**

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The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners the approval of the Ratification and Renewal (*Change No. 5*) to Contract No. 12347 (*solicited under Contract No. 12294*), Temporary Employment Services for General Laborer Services with Millennium Search, LLC to ratify and renew the current contract in the funded amount of \$1,500,000.00

The project scope is to provide short-term, temporary assignments of identified skills for general laborer positions. This contract award was based on the Request for Proposals (“RFP”) evaluation process.

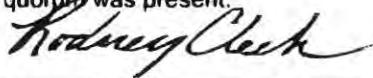
This change is to ratify and renew the current contract for the fourth and final annual renewal term for the period covering January 1, 2026 through December 31, 2026 in the amount of \$1,500,000.00 with no increase in rates from the previous term. This ratification and renewal complies with all applicable laws and policies. The new contract value is \$6,675,411.97.

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

THAT, Subject to the consent and approval of the Council of the City of Memphis, the approval of the Ratification and Renewal (*Change No. 5*) to Contract No. 12347 (*solicited under Contract No. 12294*), Temporary Employment Services for General Laborer Services with Millennium Search, LLC to ratify and renew the current contract in the funded amount of \$1,500,000.00, as outlined in the above preamble, is approved; and further

THAT, the President, or his designated representative is authorized to execute the Ratification and Renewal.

I hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Light, Gas and Water Commissioners at a regular meeting held on 17<sup>th</sup> day of Dec. 2025, at which a quorum was present.



VP, CFO & Secretary - Treasurer

## **RESOLUTION SUMMARY**

- 1. Short Title Description – Contract No. 12294 - Temporary Employment Services for Clerical Support**
- 2. Requested Funding – \$200,000.00**
- 3. Award Duration – Ratification and Renewal Fourth and Final (January 1, 2026 – December 31, 2026)**
- 4. Type of Bid – RFP**
- 5. Awarded To – Millennium Search, LLC**
- 6. Plain Language Description – This change is to provide short-term, temporary assignments for clerical support.**
- 7. Impact – Cost benefit as well as ensures business continuity and possible employment if they do well in their position.**

## RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of December 17, 2025 approved the Ratification and Renewal (*Change No. 4*) to Contract No. 12294, Temporary Employment Services for Clerical Support with Millennium Search, LLC to ratify and renew the current contract in the funded amount of \$200,000.00; and is now recommending to the Council of the City of Memphis that it approves said ratification and renewal as approved; and

WHEREAS, the project scope is to provide short-term, temporary assignments of identified skills for clerical support. This contract award was based on the Request for Proposals (“RFP”) evaluation process; and

WHEREAS, this change is to ratify and renew the current contract for the fourth and final annual renewal term for the period covering January 1, 2026 through December 31, 2026 in the amount of \$200,000.00 with no increase in rates from the previous term. This ratification and renewal complies with all applicable laws and policies. The new contract value is \$2,567,579.99; and

NOW THEREFORE BE IT RESOLVED by the Council of the City of Memphis, that there be and is hereby approved the Ratification and Renewal (*Change No. 4*) to Contract No. 12294, Temporary Employment Services for Clerical Support with Millennium Search, LLC to ratify and renew the current contract in the funded amount of \$200,000.00 as approved.

**EXCERPT**  
from  
**MINUTES OF MEETING**  
of  
**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS**  
**CITY OF MEMPHIS**  
held  
**December 17, 2025**

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The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners the approval of the Ratification and Renewal (*Change No. 4*) to Contract No. 12294, Temporary Employment Services for Clerical Support with Millennium Search, LLC to ratify and renew the current contract in the funded amount of \$200,000.00

The project scope is to provide short-term, temporary assignments of identified skills for clerical support. This contract award was based on the Request for Proposals (“RFP”) evaluation process.

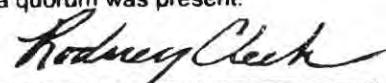
This change is to ratify and renew the current contract for the fourth and final annual renewal term for the period covering January 1, 2026 through December 31, 2026 in the amount of \$200,000.00 with no increase in rates from the previous term. This ratification and renewal complies with all applicable laws and policies. The new contract value is \$2,567,579.99.

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

THAT, Subject to the consent and approval of the Council of the City of Memphis, the approval of the Ratification and Renewal (*Change No. 4*) to Contract No. 12294, Temporary Employment Services for Clerical Support with Millennium Search, LLC to ratify and renew the current contract in the funded amount of \$200,000.00, as outlined in the above preamble, is approved; and further

THAT, the President, or his designated representative is authorized to execute the Ratification and Renewal.

I hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Light, Gas and Water Commissioners at a regular meeting held on 17<sup>th</sup> day of Dec. 2025, at which a quorum was present.

  
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VP. CFO & Secretary - Treasurer

## RESOLUTION SUMMARY

- 1. Short Title Description – Contract No. 12348 (*solicited under Contract No. 12294*) - Temporary Employment Services for Skilled Craftsman/Technical**
- 2. Requested Funding – \$1,000,000.00**
- 3. Award Duration – Ratification and Renewal Fourth and Final (January 19, 2026 through January 18, 2027)**
- 4. Type of Bid – RFP**
- 5. Awarded To – Resource Management Group**
- 6. Plain Language Description – This change is to provide short-term, temporary assignments for skilled craftsman/technical positions for projects, long and short-term disabilities, sick leave, open positions, promotions and military leave.**
- 7. Impact – Cost benefit as well as ensures business continuity and possible employment if they do well in their position.**

## RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of December 17, 2025 approved the Ratification and Renewal (*Change No. 8*) to Contract No. 12348 (*solicited under Contract No. 12294*), Temporary Employment Services for Skilled Craftsman/Technical with Resource Management Group to ratify and renew the current contract in the funded amount of \$1,000,000.00; and is now recommending to the Council of the City of Memphis that it approves said ratification and renewal as approved; and

WHEREAS, the project scope is to provide short-term, temporary assignments of identified skills for skilled craftsman positions. This contract award was based on the Request for Proposals (“RFP”) evaluation process; and

WHEREAS, this change is to ratify and renew the current contract for the fourth and final annual renewal term for the period covering January 19, 2026 through January 18, 2027 in the amount of \$1,000,000.00 with no increase in rates from the previous term. This ratification and renewal complies with all applicable laws and policies. The new contract value is \$3,722,428.08; and

NOW THEREFORE BE IT RESOLVED by the Council of the City of Memphis, that there be and is hereby approved the Ratification and Renewal (*Change No. 8*) to Contract No. 12348 (*solicited under Contract No. 12294*), Temporary Employment Services for Skilled Craftsman/Technical with Resource Management Group, to ratify and renew the current contract in the funded amount of \$1,000,000.00 as approved.

**EXCERPT**  
**from**  
**MINUTES OF MEETING**  
**of**  
**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS**  
**CITY OF MEMPHIS**  
**held**  
**December 17, 2025**

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The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners the approval of the Ratification and Renewal (*Change No. 8*) to Contract No. 12348 (*solicited under Contract No. 12294*), Temporary Employment Services for Skilled Craftsman/Technical with Resource Management Group, to ratify and renew the current contract in the funded amount of \$1,000,000.00.

The project scope is to provide short-term, temporary assignments of identified skills for skilled craftsman positions. This contract award was based on the Request for Proposals (“RFP”) evaluation process.

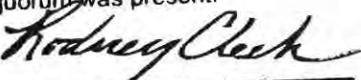
This change is to ratify and renew the current contract for the fourth and final annual renewal term for the period covering January 19, 2026 through January 18, 2027 in the amount of \$1,000,000.00 with no increase in rates from the previous term. This ratification and renewal complies with all applicable laws and policies. The new contract value is \$3,722,428.08.

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

THAT, Subject to the consent and approval of the Council of the City of Memphis, the approval of the Ratification and Renewal (*Change No. 8*) to Contract No. 12348 (*solicited under Contract No. 12294*), Temporary Employment Services for Skilled Craftsman/Technical with Resource Management Group to ratify and renew the current contract in the funded amount of \$1,000,000.00, as outlined in the above preamble, is approved; and further

THAT, the President, or his designated representative is authorized to execute the Ratification and Renewal.

I hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Light, Gas and Water Commissioners at a regular meeting held on 17<sup>th</sup> day of Dec. 2025, at which a quorum was present.

  
\_\_\_\_\_  
Rodney Cleek

VP, CFO & Secretary - Treasurer

**AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF MEMPHIS,  
TENNESSEE REGARDING THE SMALL BUSINESS ENTERPRISE OPPORTUNITY  
PROGRAM**

**WHEREAS**, from time to time it is necessary to amend the Code of Ordinances to meet the current needs of the citizens of Memphis and ensure our policies comply with local, state, and federal requirements.

**NOW, THEREFORE, BE IT RESOLVED** that the Memphis City Council hereby amends the Code of Ordinances to add Article XI to Chapter 2 relative to the Small Business Enterprise Opportunity Program as follows:

**Sec. 6-2-407. — Short Title.**

This chapter shall be known as the "City of Memphis Small Business Enterprise Program."

**Sec. 6-2-408. — Definitions.**

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

***Bid*** means a quotation, proposal, sealed bid or offer to perform or provide labor, materials, supplies or services to the city for a price on an eligible project, or for an eligible project that generates revenue for the City.

***Bidder*** means any individual, sole proprietorship, partnership, joint venture, or corporation that submits a bid to the City.

***Certification or recertification*** means official recognition and approval by the entity designated by the City of Memphis ("Certifying Entity") that a business meets the qualification criteria of a small business enterprise, as set forth in this chapter. Certification or recertification relates to qualifications regarding ownership, control, and not the quality of the service or product.

***City*** means the City of Memphis.

***Commercially useful function.*** To determine whether a business enterprise is performing a commercially useful function, the Certifying Entity shall consider all the facts in the record, viewed as a whole, including without limitation the following:

1. A small business enterprise (“SBE”) performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by performing, managing, and supervising the work involved.
2. To perform a commercially useful function, the SBE must be responsible, with respect to material and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.
3. To determine whether an SBE is performing a commercially useful function, the Certifying Entity will evaluate the amount of work subcontracted by the SBE, industry practices regarding subcontracting, whether the amount the SBE is to be paid under the contract is commensurate with the work it is performing, the SBE credit claimed for its performance of the work, and other relevant factors.
4. An SBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed to obtain the appearance of SBE participation. In determining whether an SBE is such an extra participant, the Certifying Entity will examine similar transactions, particularly those in which SBEs do not participate.

***Contract*** means and includes any agreement between the City and a person or business enterprise to provide or procure labor, materials, equipment, supplies and services to, for or on behalf of the City. The term "contract" shall include an agreement between the City and a person or business enterprise to perform professional architectural and engineering services, construction related services or fund the performance of such services, non-professional services and/or goods. Except as otherwise specifically defined in this section, the term "contract" does not include:

1. Awards made by the City to a nonprofit entity which the City offers assistance, guidance, or supervision on a project or program and the recipient of the grant award uses the grant moneys to provide services to the community;
2. Sales transactions where the City sells its personal or real property;

3. A loan transaction where the City is acting as a debtor or a creditor;
4. Lease and franchise agreements;
5. Agreements to use City real property; or
6. Gifts of materials, equipment, supplies or services to the City.

**Contractor** means a prime contractor or vendor on a City contract.

**Control or controlled.** To determine whether the owner or owners of a potential SBE (as used in this definition, "SBE owner," which shall denote one or more owners) controls the potential SBE, the Certifying Entity shall consider all the facts in the record, viewed as a whole, including without limitation the following:

1. For a SBE owner to be deemed to control, the potential SBE must be independent. An independent business enterprise is a business whose viability does not depend on its relationship with another firm.
  - a. In determining whether a potential SBE is independent, the Certifying Entity will scrutinize affiliate relationships the SBE has with other firms, in such areas as personnel, facilities, equipment, financial and/or bonding support, and other resources.

The Certifying Entity will consider whether present or recent employer/employee relationships between the SBE owner and other firms or persons associated with other firms compromise the independence of the potential SBE.
  - b. The Certifying Entity will examine the potential SBE's relationships with prime contractors to determine whether a pattern of exclusive or primary dealings with a prime contractor compromises the independence of the potential SBE.
  - c. In considering factors related to the independence of a potential SBE, the Certifying Entity will consider the consistency of relationships between the potential SBE and other firms with normal industry practice.
2. A potential SBE must not be subject to any formal or informal restrictions which

limit the customary discretion of the SBE owner. There can be no restrictions through corporate charter provisions, bylaw provisions, contracts or any other formal or informal devices (e.g., cumulative voting rights, voting powers attached to different classes of stock, employment contracts, requirements for concurrence by persons other than the SBE owner, conditions precedent or subsequent, executory agreements, voting trusts, restrictions on or assignments of voting rights) that prevent the SBE owner, without the cooperation or vote of any other individual, from making any business decision of the business enterprise. This subsection does not preclude a spousal co-signature on documents.

3. The SBE owner must possess the power to direct or cause the direction of the management and policies of the business enterprise and to make day-to-day as well as long-term decisions on matters of management, policy and operations.
  - a. An SBE owner must hold the highest officer position in the company (e.g., chief executive officer or president).
  - b. In a corporation, the SBE owner must control the board of directors.
  - c. In a partnership, the SBE owner must serve as a general partner, with control over all partnership decisions.
4. Individuals who are not the SBE owner may be involved in an SBE as owners, managers, employees, stockholders, officers, and/or directors. Such individuals must not, however, possess or exercise the power to control the business enterprise, or be disproportionately responsible for the operation of the business enterprise.
5. The SBE owner may delegate various areas of the management, policymaking, or daily operations of the business enterprise to other participants in the firm. Such delegations of authority must be revocable, and the SBE owner must retain the power to hire and fire any person to whom such authority is delegated. The managerial role of the SBE owner in the business enterprise's overall affairs must be such that the Certifying Entity can reasonably conclude that the SBE owner exercises control over the business enterprise's operations, management, and policy.
6. The SBE owner must have an overall understanding of, and managerial and

technical competence and experience directly related to the type of business in which the business enterprise is engaged and the business enterprise's operations. The SBE owner is not required to have experience or expertise in every critical area of the business enterprise's operations, or to have greater experience or expertise in a given field than managers or key employees. The SBE owner must have the ability to intelligently and critically evaluate information presented by other participants in the business enterprise's activities and to use this information to make independent decisions concerning the business enterprise's daily operations, management, and policymaking. Generally, expertise limited to office management, administration, or bookkeeping functions unrelated to the principal business activities of the business enterprise is insufficient to demonstrate control.

7. If state or local law requires the owner of a particular type of firm to have a particular license or other credential, then the SBE owner of that type of firm must possess the required license or credential to be deemed in control. If state or local law does not require an owner to have such a license or credential, the Certifying Entity will not deny certification solely on the ground that the SBE owner lacks the license or credential. However, the Certifying Entity may consider the absence of the license or credential as one factor in determining whether the SBE owner controls the firm.
8. The Certifying Entity may consider differences in remuneration between the SBE owner and other participants in the business enterprise in determining whether the SBE owner controls the business enterprise. Such consideration shall be in the context of the duties of the persons involved, normal industry practices, the business enterprise's policy and practice concerning reinvestment of income, and any other explanations for the differences proffered by the business enterprise. The Certifying Entity may determine that a business enterprise is controlled by its SBE owner although the SBE owner's remuneration is lower than that of some other participants in the business enterprise. In a case where someone other than the SBE owner formerly controlled the business enterprise, and the SBE owner now controls it, the Certifying Entity may consider a difference between the remuneration of the former and current owner of the business enterprise as a factor in determining who controls

the business enterprise, particularly when the former owner remains involved with the business enterprise and continues to receive greater compensation than the current SBE owner.

9. To be viewed as "controlling" a business enterprise, an SBE owner cannot engage in outside employment or other business interests that conflict with the management of the business enterprise or prevent the SBE owner from devoting sufficient time and attention to the affairs of the business enterprise to control its activities. For example, absentee ownership of a business and part-time work in a full-time firm are not viewed as constituting control. However, an SBE owner could be viewed as "controlling" a part-time business that operates only on evenings and/or weekends, if the SBE owner controls the business enterprise when it is operating.
10. An SBE owner may control a business enterprise even though one or more of the SBE owner's immediate family members participate in the business enterprise as a manager, employee, owner, or in another capacity. Except as otherwise provided in this subsection, the Certifying Entity must make a judgment about the control the SBE owner exercises vis-a-vis other persons involved in the business enterprise as it does in other situations, without regard to whether or not the other persons are immediate family members. If the Certifying Entity cannot determine that the SBE owner—as distinct from the family as a whole—controls the business enterprise, then the SBE owner has failed to carry her/his burden of proof concerning control, even though he/she may participate significantly in the business enterprise's activities.

*Day or days* refers to calendar days.

*Eligible project* means:

1. Any City contract with a participation goal attached as identified by the Division of Finance, through its Business Services department ("Business Services") or designee thereof, excluding sole source procurement, emergency procurement, and contracts governed by 49 CFR 23 and 26.
2. For purposes of this chapter, contract or project "value" shall mean either the

expenditure of funds by the City, or the generation of revenue for the City by a contractor as a direct result of a City contract.

***Joint venture*** means an association of two or more persons, partnerships, corporations, or any combination of them, established to carry on a single business activity that is limited in scope and duration. The agreement establishing the joint venture, partnership or other multi-entity relationship shall be in writing. Further, participation in a joint venture shall be based on the sharing of real economic interest in the venture and shall include proportionate control over management, interest in capital acquired by the joint venture and interest in earnings.

***Local business*** means that the vendor or contractor has a valid domestic type county and state business license, issued at least one year prior to the bid or proposal opening date, to do business in said locality that authorizes the business to provide the goods, services, or construction to be purchased, and the physical principal business address located within the city limits, in an area zoned for the conduct of such business, from which the vendor operates or performs the majority of its business on a day-to-day basis, and also from which the vendor conducts 100 percent of the necessary functions to maintain or fulfill the contract with the city. Post office boxes are not verifiable and shall not be used for the purpose of establishing said address.

***Memphis MSA*** means the geographical area consisting of the following counties: Shelby, Fayette, Tipton, Desoto, Marshall, Tate, Tunica, and Crittenden.

***Business Services*** means the Business Services Department of the Finance Division of the City of Memphis. The duties and functions of Business Services shall be defined and amended as needed by the Director of the City division in which the office operates.

***Owned*** or ***ownership***. In determining whether a potential SBE is owned and operated by an individual or individuals, the Certifying Entity will consider all of the facts in the record, viewed as a whole, including, without limitation, the following:

1. The Certifying Entity shall deem the owner of a business enterprise to be whoever possesses at least 51 percent of the business enterprise. There may be more than one owner.
  - a. In the case of a corporation, such an individual must possess at least 51

percent of each class of voting stock outstanding and 51 percent of the aggregate of all stock outstanding.

- b. In the case of a partnership, such individual must possess at least 51 percent of each class of partnership interest. Such ownership must be reflected in the business enterprise's partnership agreement.
- c. In the case of a limited liability company, such individual must possess at least 51 percent of each class of member interest.

2. The Certifying Entity must find that the individual's ownership is real, substantial, and continuing, going beyond proforma ownership of the business enterprise as reflected in ownership documents. The individual must enjoy the customary incidents of ownership and share in the risks and profits commensurate with their ownership interests, as demonstrated by the substance, not merely the form, of arrangements.

***Purpose and intent.*** The City shall give a local preference to local businesses within its geographical limits in awarding City contracts and making purchases whenever the application of such a preference is reasonable in light of the dollar value of the proposal received in relation to such expenditures.

***SBE Status*** means whether a firm meets the qualification criteria of a small business enterprise, as set forth in this chapter.

***Small Business Enterprise (SBE)*** means a firm with its headquarters and/or principal office located in the City and is an independent and continuing enterprise for profit, performing a commercially useful function which is owned and controlled by one or more persons and for which the gross revenues or number of employees averaged over the past three years, inclusive of any affiliates as defined by 13 CFR 121.103, does not exceed ten million dollars (\$10,000,000) or three hundred (300) employees.

***Small Business Owner*** means a person who owns the business enterprise for which the owner is seeking SBE certification from the City or approved certifying agencies.

***Supplier*** means a warehouse or manufacturer of materials, supplies or equipment which contracts directly with a bidder to provide such materials, supplies or equipment on an eligible project which involves a trade or service. For purposes of measuring the total contract dollars awarded or paid to suppliers on eligible projects, only amounts paid to

suppliers of goods customarily and ordinarily used based upon standard industry or trade practices shall be counted.

**Sec. 6-2-409. — Statement of policy.**

It is the purpose of this chapter to promote the economic welfare of the people of the City, to promote business opportunity for all persons doing business with the City, and to promote commerce by assisting SBEs to actively participate in the City's procurement process. SBEs represent 89 percent of the businesses in the United States and 30 percent of the business revenue nationwide, according to the United States Bureau of Census. Also, according to the United States Bureau of Census, in the Memphis metropolitan statistical area, 73 percent of establishments have less than ten employees and 94 percent of establishments have less than 50 employees.

The City, through Business Services, shall develop a policy and manual to detail the process, procedure, and methodology for setting SBE goals and utilization of the designated SBE sheltered market. Business Services shall set annually, at the beginning of each fiscal year, an aspirational SBE goal for certain designated categories of prime contracts. The annual aspirational SBE goal may be broken down by Division as outlined in the Business Services policy and manual. Additionally, Business Services shall set SBE subcontracting goals based on SBE availability for construction, architecture, engineering, surveying, commodities, and services in accordance with the Business Services policy and manual.

**Sec. 6-2-410. — Duties of Business Services.**

Under this chapter, Business Services shall have the following authority and duties for the implementation of the Small Business Enterprise program under this chapter:

1. Administration and enforcement of this chapter and of the federal disadvantaged business enterprise program as per 49 CFR parts 23 & 26.
2. Establishment of written policy, manual, procedures, informal guidelines, and forms as may be necessary to effectuate this chapter.
3. Monitoring compliance with the requirements of this chapter.

4. Accept valid and current proof of certification of businesses as SBEs from approved certifying entities in accordance with the standards set forth in this chapter.
5. Development of databases to be maintained as a public record of certified SBEs.
6. Investigation of alleged violations of this chapter, and the issuance of written statements following any determination of such investigation, stating the reasons therefor and any penalty to be imposed.
7. Collaborating with the various City divisions to ensure maximum outreach to SBEs.
8. Determination of whether any of the penalties set forth in Section 6-94-17 should be applied to a business.
9. Attendance at pre-bid, pre-proposal, pre-construction and pre-work conferences.
10. Provision to business entities of all forms, applications, documents and papers necessary to comply with this chapter.
11. Provision of information to potential bidders, upon request by the potential bidder, which shall include names and contact information of certified SBEs, to reinforce and support outreach efforts by potential bidders.
12. Notification by certified mail that a bidder who has bid on and who otherwise would have been awarded a contract has the right to appeal a determination of noncompliance with this chapter, with said appeal to be decided by Business Services within seven calendar days of receipt of the notice of noncompliance.
13. Notification by certified mail that an applicant who has been denied certification as an SBE has the right to appeal such determination, said appeal to be determined by Business Services within seven calendar days of receipt of the notice of such determination.
14. Notification to the purchasing agent of any determination of noncompliance with this chapter, and of any appeal from any such determination.
15. Monitoring, for data gathering and informational purposes, utilization of SBEs on eligible projects.
16. Maintenance of documents, forms, records or data regarding this program as provided

in this chapter including:

- a. Documents, forms, records or data regarding the dollar amounts subcontracted to or expended for services performed by subcontractors and suppliers on eligible projects, including the SBE status of each subcontractor and supplier; and
- b. Documents, forms, records or data regarding certified SBEs.

17. Development and implementation of outreach and assistance programs to promote contracting opportunities for all businesses that wish to do business with the City, regardless of SBE status.
18. Establishment of SBE citywide aspirational goals and project specific goals.
19. Identify targeted procurements for SBE-only competition, depended on SBE availability.

20. The duties of Business Services should include supporting the various City divisions in achieving their established Small Business Enterprise goals, as well as providing business development assistance to the local business community. This support should cover, but not be limited to, the following activities:
  - (a) Supply comprehensive resources, including informational materials, toolkits, and training sessions to assist divisions in meeting SBE goals.
  - (b) Offer expert advice and consulting services to help divisions understand and navigate SBE objectives effectively.
  - (c) Collaborate with divisions to develop strategic plans that align with SBE goals, ensuring a clear path to success.
  - (d) Facilitate the identification and establishment of partnerships with potential small businesses, promoting mutual benefits and collaboration.
  - (e) Organize and conduct training sessions and workshops focused on best practices for engaging with small businesses and achieving SBE objectives.
  - (f) Implement monitoring and evaluation processes to assess progress towards SBE goals and provide feedback for continuous improvement.

- (g) Create and promote networking events to encourage interaction among divisions and small business partners, enhancing collaboration and opportunities.
- (h) Maintain open lines of communication with all divisions to ensure they are informed about available resources and opportunities related to SBE initiatives.
- (i) Act as an advocate for small business interests within the organization, ensuring that their needs and contributions are recognized and valued.
- (j) Keep detailed records of activities, partnerships, and progress toward SBE objectives, providing regular reports to leadership on outcomes and areas for development.
- (k) Conduct research to identify trends, challenges, and opportunities in the small business landscape to inform strategies and support for divisions.
- (l) Establish a system for gathering feedback from divisions and small business partners to inform ongoing improvements and tailor support services accordingly.
- (m) Establish mentorship opportunities that connect new business owners with experienced entrepreneurs for guidance and support.
- (n) Provide resources and connections to funding sources, such as grants, loans, and investment opportunities.
- (o) Serve as a central resource for local entrepreneurs by offering access to information and tools that foster business growth.

**Sec. 6-2-411. — Small business assistance.**

Business Services shall act as a resource for information on small business enterprises and entrepreneurs.

Business Services shall also undertake to raise the consciousness of SBEs about City business opportunities and provide information on taking advantage of the program benefits. Further, the City shall provide the following assistance to small business enterprises:

1. Access to training; technical assistance. Business Services shall act as a resource for technical assistance. The office shall collect, organize and disseminate information

regarding available technical assistance providers in the Memphis market area.

2. Capital; financing assistance. Business Services shall act as a resource for financial assistance. The office shall collect, organize and disseminate information regarding available capital or financing sources in the Memphis market area.
3. Bonding assistance. Business Services shall provide SBEs with information regarding bonding including, providing a list of qualified service providers that supply bonding services.
4. Access to markets. Business Services will work to facilitate access to markets for SBEs, working with the office of planning and development (OPD) and other development entities to connect eligible businesses to City, state and federal programs that promote investment and encourage employment, including but not limited to the various hub zone, enterprise zone, and tax allocation districts. Business Services may monitor in conjunction with OPD SBE involvement in procurement opportunities generated by OPD.

**Sec. 6-2-412. — City-maintained records and reports.**

The effectiveness of the SBE Program will be measured by a review of data indicating prime, subcontractor and supplier awards to SBEs. Program effectiveness measurements will also include efforts by City staff to provide prime contracting opportunities for SBEs. In order to ensure the effective tracking of these efforts, the following shall be done:

1. Each contractor shall continuously maintain, compile, and provide to Business Services, monthly, information relating to its use of SBEs on the City project. This information shall include without limitation the following information for each of the SBE subcontractors and suppliers utilized by the contractor on the City project: a description of the categories of contracts awarded to SBEs; the dollar value of contracts awarded to SBEs; and contact information for the SBEs. Additionally, the contractor shall provide information regarding its progress toward attaining the SBE goal on the city project.
2. Within 30 days after the end of a contract in which there was an SBE goal, each contractor shall provide Business Services with a report that summarizes the

outcome of the project information, including without limitation: the identity of and contract information for each SBE to whom the contractor has awarded a subcontract or supplier agreement; the type of work performed or supplies provided by each subcontractor/supplier; the dollar value of each of the subcontracts/supplier agreements; and the total percentage of the value of the City contract subcontracted to SBE subcontractors and/or suppliers.

3. The purchasing department shall provide Business Services with information regarding every City contract on which the prime contractor is an SBE or on which an SBE is part of a joint venture or mentor protege team serving as the prime contractor. The information shall include the name and contact information of the SBE, the type of contract, and the dollar value of the contract.
4. Business Services shall prepare a consolidated report based on a compilation and analysis of the reports submitted by each contractor and information from the purchasing department regarding the City's use of SBEs as prime contractors. The consolidated report will identify and assess the awards to SBEs of City contracts, prime contractors' use of SBE subcontractors and suppliers, prime contractors' progress in achieving SBE subcontract goals, and other SBE development and contracting efforts. Specifically, Business Services will maintain records and prepare reports showing:
  - (a) Awards to SBE subcontractors and suppliers, including names of contractors and subcontractors, nature of the work/services performed, and the percentage of SBE participation per contract. The City will obtain regular reports from prime contractors on their progress in meeting contractual SBE commitments;
  - (b) Specific efforts by contractors to identify and award contracts to SBEs;
  - (c) Copies of direct mailings by contractors to SBEs;
  - (d) City contracts awarded to SBEs or prime contractors in which an SBE was a joint venture partner or part of a mentor protege team. This information shall include without limitation the name and contact information of the SBEs, the type of contract, and the dollar value of

the contract;

- (e) Pre-bid conference information as it relates to the SBE program;
- (f) Requests for assistance from SBEs interested in bidding/proposing on city contracts and subcontracts;
- (g) Workshops, seminars and training programs conducted for SBEs; and
- (h) Efforts to assist SBEs in acquiring bonding and insurance.

5. Business Services will submit annual SBE participation reports to the Council. These reports shall include a summary of the information described in this section, plus an analysis of the total dollar value of City contracts/subcontracts awarded to SBEs during the preceding year, categorized by prime contracting dollars, subcontracting dollars, and supplier dollars. The percentage of the total dollar value of these contracts that was awarded to SBEs during the preceding year shall also be provided.

**Sec. 6-2-413. — Small business enterprise program goals and counting procedures.**

- A. The Business Services Manager or appropriate designee in conjunction with the purchasing agent will set an SBE subcontracting goal based on the established goal-setting methodology in the Business Services policy and manual for each specific prime contract with subcontracting and/or supplier possibilities, but shall have the authority to reduce or eliminate such SBE goal on a contract-by-contract basis based upon the type of contract, the type of subcontracting work that will be required, and the availability of SBEs therefor. Every bidder on an eligible project shall be required to submit, with its bid submission, the names, address, certification numbers, if applicable, of certified SBEs or firms that have applied for SBE certification at the time of the bid submission, and any other information required by Business Services as set forth in the project's solicitation documents.
- B. SBE participation is counted as follows:
  1. The City will only give bidders credit toward the SBE goal(s) for those SBEs that

are certified as of the bid or proposal due date.

2. Once a firm is certified as an SBE, the total dollar value of the subcontractor or supplier contract awarded to the SBE by the contractor is counted toward the applicable SBE goal. However, if a firm who is listed on the contract as having its SBE certification pending has its certification denied, or if an SBE fails to be recertified during the term of the contract, or if an SBE is decertified during the term of the contract, the dollar value of the contract awarded to that SBE cannot be counted toward the applicable SBE goal.
3. The City will count toward its SBE goal a portion of the total dollar value of a contract with a joint venture equal to the percentage of the ownership and contractual commitment to the SBE partner in the joint venture.
4. The City will count toward the SBE goal a portion of the total dollar value of a contract with a mentor protege team equal to the percentage of the project self-performed by the SBE member of the team.
5. The City will count toward its SBE goal only expenditures to SBEs that perform a commercially useful function in the work of the contract.
6. The City will count toward its SBE goals the following expenditures to SBE firms that are not suppliers:
  - a. The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the contract, provided that the fee or commission is determined by the City to be reasonable and not excessive as compared with fees customarily allowed for similar services.
  - b. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of, or a regular dealer in, the materials and supplies, provided that the fee is determined by the City to be reasonable and not excessive as compared with fees customarily allowed for similar services. The fees or

commissions charged for providing any bonds or insurance specifically required for the performance of the contract, provided that the fee or commission is determined by the City to be reasonable and not excessive as compared with fees customarily allowed for similar services.

C. Goal Setting Committee:

Each Goal Setting Committee or series of Goal Setting Committees is to be appointed and chaired by the Business Services Manager or designee. The committee shall include, at a minimum, the Purchasing Agent or designee, the Business Services Manager or designee, the Chief Financial Officer or designee, the Director or designee of the originating department. The committee will determine which goals will be applied to specific contracts based on various criteria.

D. Sheltered market.

1. Business Services, in consultation with the purchasing department will designate certain procurements as sheltered market procurement opportunities, which will only be open for competition by and between SBEs.
  - a. Contracts of \$2,500.00 to \$100,000.00. Under the sheltered market program, every acquisition of goods or services that has an anticipated dollar value between \$2,500.00 and \$100,000.00 is automatically reserved exclusively for small businesses, except for those contracts pertaining to street projects, as described in the CIP budget. The Business Services designee and the purchasing agent may agree to exclude any procurement in this category from the sheltered market at their joint discretion. The sheltered market procurement requirement will only apply when there is a reasonable expectation that offers will be obtained from three or more SBEs that are competitive in terms of market prices, quality, and delivery. If only one acceptable offer is received from a responsible SBE, the sheltered market procurement will be withdrawn and the product or service, if still needed, will be solicited on an unrestricted basis.
  - b. Contracts over \$100,000.00. In addition, the Business Services designee and purchasing agent may agree to designate any contract over \$100,000.00 for

SBEs, except for those contracts pertaining to street projects, pertaining to public works construction, or other projects for which a sheltered market would conflict with state law. The sheltered market designation shall be made only when there is a reasonable expectation that bids will be obtained from at least three responsible SBEs and that the award will be made at a fair market price.

2. Partial sheltered market procurements. A sheltered market procurement of a single acquisition or a class of acquisitions may be total or partial. The Business Services designee and the purchasing agent may designate a portion of an acquisition as sheltered market procurement, except for construction.
3. To obtain sheltered market procurement, an SBE must perform at least a given percentage of the contract. This provision limits the amount of subcontracting an SBE may enter into with other firms when performing these types of contracts. The provisions are as follows:
  - a. Construction. For general and heavy construction contractors, at least 15 percent of the cost of the contract, not including the cost of materials, must be performed by the SBE prime contractor with its own employees. For special trade construction, such as plumbing, electrical, or tile work, this requirement is 25 percent.
  - b. Manufacturing. At least 50 percent of the cost of manufacturing, not including the cost of materials, must be performed by the SBE prime contractor.
  - c. Services. At least 50 percent of the contract cost for personnel must be performed by the SBE prime contractor's own employees.

**Sec. 6-2-414. — Certification as a Small Business Enterprise.**

- A. A business seeking certification or recognition of certification from the City as an SBE must submit documentation as designated by the City on the prescribed form, affirming under penalty of perjury that the business qualifies as an SBE. In order to qualify as an SBE, the potential SBE owner must meet the following requirements:

1. Demonstrate that the firm's gross revenues or number of employees averaged over the past three years, inclusive of any affiliates as defined by 13 CFR 121.103 do not exceed ten million dollars (\$10,000,000) or three hundred (300) employees;
2. Demonstrate that the SBE owners listed on the certification application own and control the business;
3. Demonstrate that it is or will be performing a commercially useful function;
4. Demonstrate that it is located in the City; and
5. Demonstrate that the principal owner maintains a residence in the Memphis MSA.

B. Business Services or the Certifying Entity may also, if it deems it necessary, perform an on-site review of the potential SBE owner's business prior to approving an application for certification.

C. A firm that is denied certification may not reapply for certification for a period of 12 months from the date of the denial.

D. Firms certified by other government agencies will be required to be certified under this chapter regardless of previous certification.

E. When a firm which has previously been designated an SBE exceeds either the gross revenue or the number of employees provision, it will be deemed to have graduated from the SBE Program with no right of reentry.

1. *Graduation procedures.* Any interested party may request an evaluation of an SBE firm. That evaluation will be performed at the time of the recertification for the SBE. Upon recertification, a firm will be evaluated for graduation from the program. Once Business Services has been notified by the certifying agency that the firm has exceeded the size standards established by the NAICS, the following steps will be followed:
  - a. Notification. Business Services shall issue a letter of notification to the firm detailing its intent to graduate the firm from the program. The letter of notification shall set forth findings, based on the facts and in accordance with law and regulations, for every material issue relating to the basis of the program graduation with specific reasons for each

finding.

- b. Appeal. The firm will be allowed 45 days from the date of the letter to appeal the decision. To appeal the decision, the firm must submit in writing to Business Services, information which would explain why the proposed basis of graduation is not warranted. Upon receipt of the appeal, Business Services will notify the firm in writing of the receipt of the appeal.
- c. Review. If the firm appeals its graduation from the program within the requisite 45 days, the appeal will be reviewed by a committee composed of the director of finance, purchasing agent, and city engineer. Within 15 days of receipt of the appeal, a written decision will be issued to the firm by the committee via Business Services.

2. *Post graduation*. After the effective date of firm's graduation from the program as provided for herein, a firm is no longer eligible to participate in or receive assistance from the SBE program. However, such firm is obligated to complete previously awarded contracts and/or subcontracts, including any priced bids that may be exercised. Upon graduation there will be no right of reentry.

**Sec. 6-2-415. — Recertification.**

Once certified as an SBE by the City or approved certifying entities, the certification is valid for a period of one year from the date the City or approved certifying entity certified the applicant as an SBE. Prior to the expiration of the one-year period, a business that desires to be recertified by the City or approved certifying entity shall:

1. File an application to renew with the City or approved certification entity as designated by the City; and
2. Meet the requirements specified in this chapter for certification as an SBE.

**Sec. 6-2-417. — Decertification of Small Business Enterprise.**

A. The City or approved certifying entities may decertify the SBE for any of the following reasons:

1. Changes in the firm's circumstances since the certification of the firm that render the firm unable to meet the eligibility standards;
2. Information or evidence that was not available to the City at the time the firm was certified that, if available, would have resulted in a denial of certification;
3. Information that was concealed or misrepresented by the firm in connection with the certification application or review conducted by the City;
4. A change in the certification standard or requirements of the City since the certification of the firm;
5. Prior to taking formal action, Business Services staff shall provide the business with written notice of the proposed revocation. During the pendency of the proceeding, the SBE firm's certification shall remain valid. Business Services staff shall then prepare a recommendation regarding the proposed revocation for review and approval by the chief operating officer. If approved by the chief operating officer, Business Services shall issue an initial notice of decertification to the SBE owner by certified mail. The SBE may appeal the initial notice of decertification within seven days of the receipt of the initial notice of decertification. If the SBE owner fails to appeal the initial notice of decertification within the period set forth in this section, the decertification shall be final and take effect immediately.
6. If Business Services decertifies an SBE proposed to work, or currently working, on a contract, the decertified SBE's participation on the contract may no longer be counted toward fulfillment of the City's SBE goals. If the contractor no longer meets the City's SBE goals after the decertification of the former SBE, the contractor shall be required, within 30 days after notification by Business Services, to demonstrate good faith efforts to substitute the decertified SBE. Failure to demonstrate good faith efforts to substitute a decertified SBE will result in the bidder being declared

nonresponsive, if done prior to the award of the contract, or the contractor being held in default of the contact, if done after the award of the contract.

**Sec. 6-2-418. — Certification reviews.**

In addition to reviewing firms for cause, Business Services will conduct random certification reviews of certified SBEs by auditing them to verify that the information submitted by a business is accurate, and that the business remains eligible after certification has been granted. Certification is subject to revocation if it is determined that a business no longer qualifies as an SBE under the terms of this chapter. Certification reviews may be conducted for any business for which Business Services determines a certification review is warranted. Businesses subject to certification reviews must provide Business Services with any information requested to verify the certification eligibility of the business.

**Sec. 6-2-419. — Appeals.**

- A. *Determination of noncompliance.* A responsible bidder that is determined to be nonresponsive to the requirements of this chapter, and that otherwise would have been awarded a contract, as determined in consultation with the purchasing agent, shall receive a written determination by the Business Services designee, via certified mail, setting forth the reasons for the determination of nonresponsiveness.
- B. *Denial of certification as an SBE.* Upon a denial of certification as an SBE, Business Services shall notify the affected party in writing, via certified mail, setting forth the reasons for the denial of certification.
- C. *Time for filing notice of appeal.* Any business that has been denied certification as an SBE, or against whom a final determination of nonresponsiveness to the requirements of this chapter has been made by Business Services, may appeal the final determination of nonresponsiveness or denial of SBE certification by filing a notice of appeal with Business Services in writing within seven (7) calendar days of receipt of the notice of the final determination of noncompliance or denial of certification.
- D. *Posting of appeal security.* Any bidder that files an appeal to a final determination of

nonresponsiveness by Business Services must, at the time of filing, post security in the amount of one percent of the financial offer of the appellant. If the Business Services hearing officer upholds the determination of the office of contract compliance, he or she shall assess against the appellant reasonable attorneys' fees and other administrative costs incurred by the City in reviewing and responding to the appeal. If the City is represented by its law department, such fees and costs will be calculated at the hourly rate of each attorney participating in the review and response to the appeal set forth in each attorney's most recent City paycheck times the number of hours worked by such participating attorneys on the appeal. If the City is represented by outside counsel, such fees and costs will be calculated at the billing rates of the firm's attorneys, plus all out-of-pocket costs of the firm concerning the appeal. Within 15 days of ruling against the appellant, the Business Services hearing officer, in consultation with the City's law department and outside counsel, if any, will calculate the City's cost in reviewing and responding to the appeal and will apply the appellant's bond or certified check to the costs. Any remaining balance of the bond or certified check will be returned to the appellant.

- E. *Notice of hearing date and hearing.* Within three (3) calendar days of receipt of a notice of appeal from an aggrieved party, excluding official holidays, the Business Services designee shall forward the notice to the Business Services hearing officer.
- F. *Exhaustion of administrative remedies.* A protester shall be required to exhaust its administrative remedies before filing suit in any state or federal court based on a determination of nonresponsiveness or denial of certification by Business Services rendered pursuant to this chapter.
- G. *Duties of office of business services hearing officer.* The duties of the Business Services hearing officer shall be as follows::
  - 1. The Business Services hearing officer shall have exclusive jurisdiction to determine all appeals arising under this chapter.
  - 2. The Business Services hearing officer shall set a hearing date not more than seven (7) calendar days from the date of receipt of the notice of appeal from the Business Services designee, excluding official holidays. The hearing officer shall cause notice of the hearing to be served upon all parties by certified U.S. mail. Such notice shall set forth with particularity the decision being appealed by the aggrieved business and shall include the

hearing date, time and place.

3. At the hearing, all parties shall be provided a fair and impartial hearing and shall be allowed to produce any and all evidence in either party's possession concerning the final determination of nonresponsiveness with the requirements of this chapter, or the denial of certification as an SBE.

H. *Decision.* Within seven (7) calendar days after conclusion of the hearing, excluding official holidays, the Business Services hearing officer shall make a written decision on the appeal, which decision shall affirm, alter or reverse the final determination of nonresponsiveness or the denial of certification by Business Services. The hearing officer shall decide whether the final determination of nonresponsiveness or the denial of certification being appealed was in accordance with the law in existence at the time that the bidder was found to be nonresponsive, at the time that certification was denied, or at the time the penalties were imposed.

I. *Notice of decision.* Within seven calendar days after conclusion of the hearing, excluding official holidays, the Business Services hearing officer shall issue written notice of the decision on the appeal to all parties. The notice of the decision shall be sent to all parties by certified U.S. mail and shall set forth the reasons for the decision.

J. *Appeal.* The decision of the hearing officer shall be binding on all parties, subject to the right of appeal to the chief operating officer or its designee.

**Sec. 6-2-420. — Small business enterprise directory.**

The City will create an SBE directory that lists SBEs categorized by types of firms to facilitate identifying businesses with capabilities relevant to a particular specification. Each business listing will contain the business name, contact person, address, phone number, legal structure of the business, and details concerning the company's business specialties. North American Industrial Classification System (NAICS) codes will be identified for each company. Business Services will develop and continuously maintain a database as a public record of certified SBE firms.. In compiling this directory, Business Services will identify and certify as many SBEs as possible that perform the types of work or provide the types of supplies needed by the City. The City will maintain and have available an updated SBE directory and source lists for each bid/proposal solicitation to facilitate identifying SBEs working in areas relevant to general

contracting requirements and to particular solicitations.

**Sec. 6-2-421. — Procedures to ensure that SBEs have an equitable opportunity to compete for contracts and subcontracts.**

A. *Procedures to ensure opportunities.* The City shall utilize the following measures to ensure maximum practicable opportunities for SBE participation on city contracts:

1. Assist SBE in obtaining insurance and surety bonds where necessary in the performance of contracts, including but not limited to:
  - a. Encouraging prime contractors to assist SBE subcontractors in obtaining bonding;
  - b. Encouraging staged bonding where feasible, when bonding is carried over from one project stage to the next; and
  - c. Relaxing bonding requirements for projects less than \$100,000.00.
2. Encourage the formation of joint ventures between SBEs. Business Services will also assist prime contractors in identifying interested SBEs for subcontracts;
3. Provide information on the City's organization and contractual needs and offer instructions on bid specifications, procurement policy, procedures, and general bidding requirements;
4. Provide specifications and requests for proposals to the SBE community in a timely manner to allow SBEs adequate time to develop responsible and responsive bids. In instances where the cost of obtaining specifications or requests for proposal is prohibitive, copies of the material will be made available at no charge to SBE development agencies;
5. Establish prorated payment and delivery schedules where feasible, to minimize cash flow problems faced by small firms. The City will provide guidance to SBE contractors regarding maintenance of positive flow in order that current obligations can be met;

6. Hold pre-bid conferences to explain SBE requirements as well as forms that must be submitted with a bid;
7. Permit bidders to review and evaluate successful bid documents of similar procurements and use debriefing sessions to explain why certain bids were unsuccessful;
8. Provide projected procurement information and contracting schedules through the office of contract compliance and other outreach efforts;
9. Conduct internal information workshops to inform and acquaint City staff with the goals and objectives of the City's small business enterprise program, and to sensitize them to the challenges faced by SBEs;
10. Maintain records showing specific efforts to identify and award contracts to SBEs and establish a monitoring system to ensure that all contractors, subcontractors, consultants, and vendors comply with contracts specifications related to SBE utilization; and
11. Inform SBEs of bid notices and specifications related to their capability by placing bid notices in major local newspapers and other periodicals. Bid notices will also be sent to local trade associations, technical assistance agencies, economic development groups, and SBEs with capabilities that may be relevant to the bid notice as identified by the City's SBE database. Bid specifications will be made available to SBE contractor associations and technical assistance agencies. Lists of potential firms bidding as primes will also be made available to SBEs.

B. *Direct assistance to SBEs.* In addition to the procedures set forth in subsection A of this section, Business Services shall also undertake special measures to assist SBEs in overcoming barriers to participation on City contracts. This assistance will be offered directly by the City, as well as by City referral to other assistance agencies with established, comprehensive, and continuous SBE development programs. Businesses requiring management and technical assistance will be identified through a questionnaire, through personal experience with these businesses, and through requests for assistance. Business Services will offer the following direct assistance to SBEs:

1. Provide counseling and training sessions for SBEs. City staff will be available to

interested business representatives to explain (in detail) instructions for preparation of bid specifications, the City's procurement policies, procedures and general bid requirements. The Business Services designee will coordinate and follow up on all requests for assistance to ensure that all necessary information was provided.

2. Provide coordination and referral to existing business development organizations.
3. Sponsor intensive workshops and training sessions on identified SBE problem areas (i.e., pricing and estimating, joint venture formation, accounting principles, marketing, etc.).

**Sec. 6-2-422. — Methods by which the city will require contractors and subcontractors to comply with applicable SBE requirements.**

The City's staff is available to assist contractors and subcontractors in implementing this program. As a standard procedure, such assistance includes:

1. Clearly set forth the City's SBE Program goals in all City solicitations.
2. Attend pre-proposal/bid conferences to explain the City's SBE Program.
3. Identify certified SBEs in the City's database and providing a list of available, certified SBEs upon request.
4. Provide plan holder lists and pre-bid sign-in sheets made available to interested SBEs upon request.
5. Assist bidders with developing their SBE Programs.
6. Monitor SBE participation levels on projects throughout the duration of a contract. Contractors violating contract provisions regarding SBE participation are subject to the sanctions set forth in Section 6-94-17.

**Sec. 6-2-423. — Means to ensure that bidders make good faith efforts to meet SBE contract goals.**

- A. For all contracts for which SBE contract goals have been established, the bidder shall be required to submit SBE participation information to the City and any other information

required by Business Services as set forth in the project's solicitation documents. The award of the contract will be conditioned upon satisfaction of the requirements established by the City. The bidder shall submit, with its bid submission, the following information:

1. The name, address and certification number, if applicable, of the SBE firms that will participate in the contract;
2. The description of the work each named SBE will perform; and
3. The dollar amount of participation by each named SBE firm.

B. If the SBE participation submitted by the bidder does not meet the SBE contract goals, the bidder must submit with its bid submission evidence demonstrating that good faith efforts were made to meet the goals. The City will review documents submitted at the time of the bid and make its determination of good faith efforts based on those submitted documents. Additional submissions will not be permitted. To determine sufficient good faith efforts to meet the SBE contract goal, a bidder/proposer shall document the steps it has taken to obtain SBE participation, including but not limited to the following:

1. Attendance at a pre-bid meeting, if any, scheduled by the City to inform SBEs of subcontracting opportunities under a given solicitation.
2. Provide copies of advertisements in general circulation media, trade association publications, and other media for at least 15 days before bids or proposals are due.
3. Copies of written notification sent to all City certified SBEs that perform the type of work to be subcontracted, in sufficient time to allow said SBEs to participate effectively, soliciting said SBEs' interest in working on the project and advising the SBEs:
  - a. Of the specific work the bidder intends to subcontract;
  - b. That their interest in the project is being solicited; and
  - c. How to obtain information for the review and inspection of the plans, specifications and requirements of the bid.

4. A written statement that economically feasible portions of work were selected to be performed by SBEs, including, where appropriate, segmenting elements of work or combining elements of work into economically feasible units. The ability of the bidder to perform the work with its own work force will not in itself excuse the bidder from making good faith efforts to meet participation goals.
5. A statement of the good faith efforts to negotiate with SBEs for specific subcontracts, including at a minimum:
  - a. The names, addresses, and telephone numbers of SBEs that were contacted.
  - b. A description of the information provided to SBEs regarding the plans and specifications for portions of the work to be performed.
  - c. A statement of why additional agreements with SBE were not reached.
  - d. Concerning each SBE, the SBE contacted but rejected as unqualified, and the reasons for the bidder's conclusion.
  - e. Efforts made to assist the SBEs contacted that needed assistance in obtaining bonding or insurance required by the competitor or the City.
6. Outreach efforts documentation. A statement describing the bidder's outreach efforts to identify, contact, contract with, or utilize businesses, including certified SBEs, as subcontractors or suppliers on the eligible project. Business Services shall set forth in the solicitation document the documents that a bidder may submit to demonstrate its outreach efforts, and such documentation may include, without limitation, evidence of the following:
  - a. The bidder contacted Business Services to identify available businesses to work on the eligible project, including certified SBEs, regardless of race, gender or ethnicity. Business Services will supply a letter to be included in the bid of the efforts rendered by the bidder as it relates Business Services recommendations.
  - b. The bidder placed notices of opportunities for qualified businesses to perform subcontracting work on the eligible project in newspapers, trade journals, and other relevant publications, including publications specifically

targeted to SBEs, or communicated such notices of opportunities via the Internet or by other available media or means.

- c. The bidder submitted invitations to bid for work on the eligible project to qualified businesses, including certified SBEs.
- d. The bidder included in such notices and invitations a full disclosure of the criteria upon which bids, proposals or quotes would be evaluated, and also included contact information for inquiries, submissions, or requests to review any necessary bid documents.
- e. The bidder promptly responded to inquiries, provided necessary physical access and time for interested businesses to fully review all necessary bid documents, and otherwise provided information, access and time necessary to allow all interested businesses to prepare bids and quotes.
- f. For each business which contacted or was contacted by the bidder regarding subcontracting or other services on the eligible project but was not contracted with or otherwise utilized on the eligible project, the bidder shall provide a written statement setting forth the dates of such contacts, the nature of such contacts, and the reasons why an agreement was not reached regarding work to be performed on the project. The bidder shall maintain all written documents reflecting such contacts, including bids, quotes and proposals.

7. To determine whether a bidder that has failed to meet SBE goals may be awarded the contract, the Business Services Manager, the director of finance and the purchasing agent, prior to the award of the project, will determine whether the efforts the bidder made to obtain SBE participation were good faith efforts. Efforts that are merely pro forma are not good faith efforts to meet the goals. In order to award a contract to a bidder that has failed to meet SBE contract goals, the Business Services Manager, the director of finance and the purchasing agent will determine whether the bidder actively and aggressively made efforts to meet the City's SBE goals. A bidder making a good faith effort would consider a number of factors in negotiating with subcontractors, including SBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that

there may be some additional costs involved in finding and using SBEs is not in itself sufficient reason for a bidder's failure to meet the contract SBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from SBEs if the price difference is excessive or unreasonable. In determining whether a bidder has made good faith efforts, the Office of Business Services will take into account the performance of other bidders in meeting the contract. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, the Office of Business Services may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal but meets or exceeds the average SBE participation obtained by other bidders, the City may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts. Businesses that fail to meet SBE goals and fail to demonstrate good faith efforts shall be deemed nonresponsive to the City's SBE requirements and shall not be eligible to be awarded the contract.

8. To ensure that all obligations under contracts awarded to SBEs are met, the City shall review the contractor's SBE involvement efforts during the performance of the contract. The contractor shall bring to the attention of the City any situation in which regularly scheduled progress payments are not made to SBE subcontractors.
- C. Bidders shall not terminate, replace, or reduce the work of the SBE that the bidder has counted toward meeting the committed SBE goal unless:
  1. The SBE refuses to enter into a contract consistent with the Letter of Intent.
  2. The SBE's certification expires.
  3. The SBE materially breaches its contract with the bidder.

In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for SBE firms put forward by bidders.

**Sec. 6-2-424. — Penalties for noncompliance.**

A contractor who fails to comply with any portion of this chapter, and whose failure to comply continues for a period of 30 calendar days after the contractor receives written notice of such noncompliance from the director of Business Services, shall be subject to any or all of the following penalties:

1. Withholding of ten percent of all future payments for the eligible project until Business Services determines that the contractor is in compliance with this chapter.
2. Withholding of all future payments under the eligible project until it is determined that the contractor is in compliance with this chapter.
3. Cancellation of the eligible project.
4. Refusal of all future contracts or subcontracts with the City for a minimum of one year and a maximum of five years from the date upon which this penalty is imposed.

**Sec. 6-2-425. — Outreach to SBEs.**

The City considers information dissemination and communication with SBEs as an integral part of the city's SBE Program. As a part of its outreach program, Business Services will solicit input from representatives of SBEs, trade associations and community organizations. This input will serve several important functions, including:

1. Providing information to identify additional SBE firms;
2. Assisting in refining SBE Program goals and procedures; and
3. Providing an independent assessment of the effectiveness of the City's SBE program.

**Sec. 6-2-426. — Procedures to require that participating SBEs are identified by name by competitors for contracts.**

- A. The City shall indicate, in solicitations for contracts that provide opportunities for SBE participation, goals for the use of SBE firms. Solicitations shall require all bidders to submit a written assurance of meeting the goals in their bids or proposals. Bids must also include a proposed schedule of SBE participation that lists the names of SBE subcontractors, a description of the work each is to perform, and the dollar value of each proposed SBE subcontract. If the SBE participation does not meet the SBE contract goals, the bidders must submit sufficient information and evidence demonstrating that the bidder made good faith efforts to meet the goals.
- B. Bidders are required to submit this information with their bids and bidders are so informed at the time of solicitation. Agreements between a bidder and an SBE in which the SBE promises not to provide subcontracting quotations to other bidders shall be prohibited.

**Sec. 6-2-427. — Local preference for award of city contracts.**

*Purpose and intent.* The City shall give a local preference to local businesses in the city limits in awarding City contracts and making purchases whenever the application of such a preference is reasonable in light of the dollar value of the proposal received in relation to such expenditure.

**1. Local preference.**

- a. In order to be eligible for the local preference, the vendor must provide a copy of the domestic county and state business license and shall also provide proof that county personal property taxes and all other necessary local business operational taxes inherent to businesses whose principal base of operations is located within the city limits were appropriately paid and/or authorize the governing bodies of each agency to release such information to the city.
- b. In the bidding of, or letting contracts for procurement of supplies, materials, equipment and services, with a total price of \$10,000.00 or more, local preference shall mean that if the lowest responsive bidder is a regional or non-local business, then all bids received from responsive local businesses are decreased by five percent. The original bid is not changed; the five percent decrease is calculated only for the purposes of determining the local preference. The local preference cost differential is not to exceed \$100,000.00.
- c. In the case of a request for proposal, letters of interest, best evaluated bids, qualifications or other solicitations and competitive negotiation and selection in which objective factors are used to evaluate the responses, local businesses are assigned five percent of the total points of the total evaluation points up to a maximum of five points.
- d. In the event of a tie between a local business and one or more non-local business meeting specifications, the ties shall be broken in favor of the local business.

**2. Local presence.**

- a. In the event there is no local business preference designation, either due to non-participation or non-eligibility after the five percent differential or five-point

assignment, then local presence will be considered for the procurement of goods and services over the amount of \$2,000,000.00.

- b. Local presence will be demonstrated by the total number of individuals a business employs within the county. For procurements, a five percent differential, which is not to exceed \$200,000.00, shall be granted for the business that demonstrates the highest number of total employees located within the county at the time of the bid response. For request for proposals or matters for which factors are evaluated, local presence at the time of the response will be a weighted criterion. In no event shall the local presence designation be allowed for a business with less than 25 local employees at the time of the bid response.

**3. *Exceptions.***

- a. The local business preference or presence criteria shall not apply to purchases or contracts which are funded, in whole or in part, by a governmental entity and the laws, regulations, or policies governing such funding prohibit application of the local preference, nor shall the local preference apply to purchases made or contacts let under emergency or noncompetitive situations.
- b. Application of the local preference or local presence criteria to a particular purchase, contract or category of contracts for which the city is the awarding authority may be waived upon written justification and recommendation of the city to compare qualification, character, responsibility and fitness of all persons, firms, or corporations submitting bids or proposals. Further, the preference or presence criteria established herein in no way prohibit the right of the city from giving any other preference permitted by law in addition to the preference authorized herein.

**Section 2. — Severability.**

**BE IT FURTHER ORDAINED,** That if any provision of this chapter or any application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this chapter which can be given effect without the invalid

provisions or applications and are to this end declared to be severable.

**Section 3. — Codification.**

**BE IT FURTHER ORDAINED,** That this ordinance amends Chapter 2 of the Official City Code. The City has authorized the Municipal Code Corporation to provide a republication of the City's Ordinances in the Official City Code, as amended from time to time, for the convenience of the public. The Official City Code and the official version of all new, amending, repealing and clarifying ordinances adopted by the City Council are maintained by the City's Comptroller in the Office of Council Records.

**Section 4. —Effective Date.**

**BE IT FURTHER ORDAINED,** That this Ordinance shall take effect after having been passed by City Council, signed by the Chair of Council, certified and delivered to the office of the Mayor in writing by the comptroller, and becomes effective as otherwise provided by law and shall remain effective and operative unless and until the City Council alters, amends clarifies or repeals it by a superseding, amending, clarifying or codifying ordinance.

Sponsor(s):

J. Ford Canale

**CHAIRMAN**



## Memphis City Council Summary Sheet

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

A RESOLUTION to allocate, appropriate and transfer a sum total of Four Million Four Hundred Fifty-Four Thousand Two Hundred Sixty-Five Dollars and Eighty-Six Cents (\$4,454,265.86) in Accelerate Memphis funds from various projects to the acquisition of the Engineering Sign Shop (project 30A1401) and the Construction Engineering and Inspection (CEI) and Program Management contract for Accelerate Memphis (30A1001).

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

Executive

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

Not Applicable

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

Districts 3, 4, 5, & 6 and Super Districts 8 & 9.

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

There will be an amendment to the contract with Malasri Engineering and executing the lease option to buy the sign shop

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

This resolution does require an amendment of the FY26 Budget. Spending is required to execute the projects.



**A RESOLUTION to allocate, appropriate and transfer a sum total of Four Million Four Hundred Fifty-Four Thousand Two Hundred Sixty-Five Dollars and Eighty-Six Cents (\$4,454,265.86) in Accelerate Memphis funds from various projects to the acquisition of the Engineering Sign Shop (project 30A1401) and the Construction Engineering and Inspection (CEI) and Program Management contract for Accelerate Memphis (30A1001).**

**WHEREAS**, the Memphis City Council previously approved the Two Hundred Million Dollar Accelerate Memphis Program which has an established deadline of June 30, 2026, by which all Accelerate Memphis funds must be expended to avoid financial penalties; and

**WHEREAS**, a sum total of Four Million Four Hundred Fifty-Four Thousand Two Hundred Sixty-Five Dollars and Eighty-Six Cents (\$4,454,265.86) in Accelerate Memphis funds is currently available across seven (7) Accelerate individual projects which have been or will be completed or closed without using all appropriated funds; and

**WHEREAS**, there is a balance of \$316,330.14 in Contract Construction available in the Engr-Chelsea Greenline (GAA3101), which was included in the Accelerate Memphis Program with an appropriated budget of \$2,500,000.00, but which project is still in the design phase and cannot be constructed by the expenditure deadline, and the above balance is available after the other Accelerate funds from the Engr-Chelsea Greenline project are transferred by separate resolution to ten (10) Memphis Parks projects which can be completed by the expenditure deadline; and

**WHEREAS**, there is \$3,633,000.00 in Contract Construction available in the Broadband Internet Infrastructure (30A4000), which was included in the Accelerate Memphis Program with an appropriated budget of \$7,500,000.00, the majority of which has been or will be spent on eligible project costs, but it has been determined that \$3,633,000.00 in Accelerate funds will be leftover; and

**WHEREAS**, there is \$180,650.00 in Contract Construction available in Oakhaven Sidewalks (30A2902), which was included in the Accelerate Memphis Program with an appropriated budget of \$605,650.00 but which project has been completed by Engineering using a separate funding source; and

**WHEREAS**, there is \$53,371.00 in Contract Construction available in McLemore Streetscapes (PKA6201), which was included in the Accelerate Memphis Program with an appropriated budget of \$1,319,350.74, the majority of which has been or will be spent on eligible project costs, but it has been determined that \$53,371.00 in Accelerate funds will be left over; and

**WHEREAS**, there is \$25,621.91 in Contract Construction available in Group A (30A2801), which was included for Memphis 3.0 projects in the Accelerate Memphis Program with an appropriated budget of \$11,325,149.26, the majority of which has been or will be spent on eligible project costs, but it has been determined that \$25,621.91 in Accelerate funds will be left over; and

**WHEREAS**, there is \$22,292.81 available in Contract Construction in Public Art (30A1002), which was included in the Accelerate Memphis Program with an appropriated budget of \$537,906.00, the majority of which has been or will be spent on eligible project costs, but it has been determined that \$22,292.81 in Accelerate funds will be leftover; and

**WHEREAS**, there is \$223,000.00 in Contract Construction available in Southeast Memphis Improveme (GAA4301), which was included in the Accelerate Memphis Program with an appropriated budget of \$223,000.00, and which project will not be pursued; and

**WHEREAS**, there is now a need to redistribute this sum total of Four Million Four Hundred Fifty-Four Thousand Two Hundred Sixty-Five Dollars and Eighty-Six Cents (\$4,454,265.86) in Accelerate Memphis funds to two (2) identified Engineering projects which can be completed by the expenditure deadline; and

**WHEREAS**, there is a need for \$4,100,000.00 in Land Acquisition under Sign Shop Relocations (30A4101), to exercise a contract option to purchase the current location of the Engineering Sign Shop, at 1555 Three Place in Whitehaven, the facility having been custom built for the City, before the acquisition option expires on January 31, 2026; and

**WHEREAS**, there is a need for \$354,265.86 in Architecture & Engineering under Construction Engineering and Inspection (CEI) and Program Management contract (30A1001), which funds the City's contract with Malasri Engineering to provide Construction Engineering and Inspection (CEI) services, in addition to program management, for roadway projects under the Accelerate Memphis program, which may include repaving, sidewalk repair, and traffic signal improvements as needed, including at the following general locations which are being actively pursued: National Street in Highland Heights; Mississippi Blvd; South Parkway from Lamar Ave to S Bellevue; and Wesley Dr, Faronia Rd and Finley Rd in Whitehaven; and

**WHEREAS**, it is now necessary to amend the FY2026 Budget and to allocate, appropriate and transfer \$316,330.14 in Contract Construction from the Engr-Chelsea Greenline (GAA3101), and \$37,935.72 in Contract Construction from the Broadband Internet Infrastruct (30A4000), resulting in the transfer of a sum total of \$354,265.86 in Architecture & Engineering to the Construction Engineering and Inspection (CEI) and Program Management Contract (30A1001), to ensure the continued provision of said services, and therefore the timely completion by the

Accelerate expenditure deadline, for multiple ongoing roadway projects under the Accelerate Memphis program; and

**WHEREAS**, it is now necessary to amend the FY2026 Budget and to allocate, appropriate and transfer: (a) \$3,595,064.28 in Contract Construction from Broadband Internet Infrastructure, project # 30A4000, (b) \$180,650.00 in Contract Construction in Oakhaven Sidewalks, project # 30A2902; (c) \$53,371.00 in Contract Construction in McLemore Streetscapes, project # PKA6201; (d) \$25,621.91 in Contract Construction in Group A, project # 30A2801; (e) \$22,292.81 in Contract Construction in Public Art, project # 30A1002; and (f) \$223,000.00 in Contract Construction in Southeast Memphis Improveme, project # GAA4301; resulting in a sum total of \$4,100,000.00 to be moved from Contract Construction to Land Acquisition and transferred to Sign Shop Relocations, project # 30A4101, to acquire the current location of the Engineering Sign Shop before the lease option to do so expires on January 31, 2026; and

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Memphis that the FY26 Budget is amended and that \$354,265.86 in Architecture & Engineering is hereby allocated, appropriated and transferred to the Construction Engineering and Inspection (CEI) and Program Management Contract, project # 30A1001, from the Engr-Chelsea Greenline, project # GAA3101, in the amount of \$316,330.14 in Contract Construction, and from Broadband Internet Infrastructure, project # 30A4000, in the amount of \$37,935.72 in Contract Construction; and

**BE IT FURTHER RESOLVED** by the Council of the City of Memphis that \$4,100,000.00 in Land Acquisition is hereby allocated, appropriated and transferred to Sign Shop Relocations, project # 30A4101, from project # 30A4000 Broadband Internet Infrastructure, project # 30A2902 Oakhaven Sidewalks, project # PKA6201 McLemore Streetscapes, project # 30A2801 Group A, project # 30A1002 Public Art, project # GAA4301 Southeast Memphis Improveme in the amounts listed herein, and further that the FY2026 Budget be amended accordingly for all transfers detailed herein.

	<u>FROM</u>	<u>TO</u>
<b>Project Name:</b>	Engr-Chelsea Greenline	<b>Program Management Contract</b>
<b>Project Number:</b>	<b>GAA3101</b>	<b>30A1001</b>
<b>Amount:</b>	<b>\$316,330.14</b>	<b>\$316,330.14</b>
<b>Type:</b>	<b>Contract Construction</b>	<b>Architecture &amp; Engineering</b>
<b>Project Name:</b>	Broadband Internet Infrastructure	<b>Program Management Contract</b>
<b>Project Number:</b>	<b>30A4000</b>	<b>30A1001</b>
<b>Amount:</b>	<b>\$37,935.72</b>	<b>\$37,935.72</b>
<b>Type:</b>	<b>Contract Construction</b>	<b>Architecture &amp; Engineering</b>

<u>FROM</u>	<u>TO</u>
Project Name: Broadband Internet Infrastructure	Sign Shop Relocations
Project Number: 30A4000	30A4101
Amount: \$3,595,064.28	\$3,595,064.28
Type: Contract Construction	Land Acquisition
Project Name: Oakhaven Sidewalks	Sign Shop Relocations
Project Number: 30A2902	30A4101
Amount: \$180,650.00	\$180,650.00
Type: Contract Construction	Land Acquisition
Project Name: McLemore Streetscape	Sign Shop Relocations
Project Number: PKA6201	30A4101
Amount: \$53,371.00	\$53,371.00
Type: Contract Construction	Land Acquisition
Project Name: Group A	Sign Shop Relocations
Project Number: 30A2801	30A4101
Amount: \$25,621.91	\$25,621.91
Type: Contract Construction	Land Acquisition
Project Name: Public Art	Sign Shop Relocations
Project Number: 30A1002	30A4101
Amount: \$22,292.81	\$22,292.81
Type: Contract Construction	Land Acquisition
Project Name: Southeast Memphis Improv	Sign Shop Relocations
Project Number: GAA4301	30A4101
Amount: \$223,000.00	\$223,000.00
Type: Contract Construction	Land Acquisition



## Memphis City Council Summary Sheet

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

A RESOLUTION to allocate, appropriate and transfer a sum total of Two Million Five Hundred Thousand Dollars (\$2,500,000.00) to Chelsea Avenue Greenline (project # PW01255) with \$944,424.00 from Memphis Parks Capital Reserve (PK25104) and \$1,555,576.00 from Southeastern Industrial Rd Imp (PW01279) to replace Accelerate Memphis funds removed due to the expenditure deadline.

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

Executive

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

Not Applicable

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

District 7 and Super District 8

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

The construction contract will be bid out when design is complete

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

This resolution does require an amendment of the FY26 Budget. Spending is required to execute the project.



**A RESOLUTION to allocate, appropriate and transfer a sum total of Two Million Five Hundred Thousand Dollars (\$2,500,000.00) to Chelsea Avenue Greenline (project # PW01255) with \$944,424.00 from Memphis Parks Capital Reserve (PK25104) and \$1,555,576.00 from Southeastern Industrial Rd Imp (PW01279) to replace Accelerate Memphis funds removed due to the expenditure deadline.**

**WHEREAS**, the Memphis City Council did approve the transfer of Two Million Five Hundred Thousand Dollars (\$2,500,000.00) in Accelerate Memphis funds from Engr-Chelsea Greenline (GAA3101) due to the inability to complete construction of the greenline by the Accelerate Memphis spending deadline of June 30, 2026, by which all Accelerate Memphis funds must be expended to avoid financial penalties; and

**WHEREAS**, there is still a desire to pursue the construction of the Chelsea Greenline which is currently in the design phase with construction projected to start during the summer of 2026, and the Administration wishes to replace the removed Accelerate Memphis funds with other available funds; and

**WHEREAS**, most of the Accelerate Memphis funds transferred out of Engr-Chelsea Greenline (GAA3101), were transferred to Parks projects which Memphis Parks had originally planned to pursue using funds from Memphis Parks Capital Reserve (PK25104), and there is over \$944,424.00 in CIP funds in this capital reserve available for transfer to the Chelsea Greenline project; and

**WHEREAS**, the Chelsea Avenue Greenline will now be a Public Works project, re-named from Engr-Chelsea Greenline (GAA3101) to Chelsea Avenue Greenline (PW01255) and there is \$1,555,576.00 in CIP funds available in the Southeastern Industrial Rd Improvement project (PW01279), which funds are no longer necessary for the successful completion of said project; and

**WHEREAS**, it is now necessary to amend the FY2026 CIP Budget and to allocate, appropriate and transfer a sum total of Two Million Five Hundred Thousand Dollars (\$2,500,000.00) in Contract Construction chargeable to GO Bonds to Chelsea Avenue Greenline (PW01255) from Memphis Parks Capital Reserve (PK25104) in the amount of \$944,424.00 and from Southeastern Industrial Rd Imp (PW01279) in the amount of \$1,555,576.00 for the purpose of constructing the Chelsea Greenline as designed, including grading, paving, painting, landscaping, and installing traffic control and other safety measures; and

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Memphis to amend the FY2026 Capital Improvement Plan (CIP) Budget by hereby allocating, appropriating, and

transferring Two Million Five Hundred Thousand Dollars (\$2,500,000.00) in Contract Construction, chargeable to GO Bonds, to Chelsea Avenue Greenline (PW01255) from Memphis Parks Capital Reserve (PK25104) in the amount of \$944,424.00 and from Southeastern Industrial Rd Imp (PW01279) in the amount of \$1,555,576.00.

	<u>FROM</u>	<u>TO</u>
<b>Project Name:</b>	<b>Memphis Parks Capital Reserve</b>	<b>Chelsea Avenue Greenline</b>
<b>Project Number:</b>	<b>PK25104</b>	<b>PW01255</b>
<b>Amount:</b>	<b>\$944,424.00</b>	<b>\$944,424.00</b>
<b>Type:</b>	<b>Contract Construction</b>	<b>Contract Construction</b>
<b>Project Name:</b>	<b>Southeastern Industrial Rd Imp</b>	<b>Chelsea Avenue Greenline</b>
<b>Project Number:</b>	<b>30A4000</b>	<b>PW01255</b>
<b>Amount:</b>	<b>\$1,555,576.00</b>	<b>\$1,555,576.00</b>
<b>Type:</b>	<b>Contract Construction</b>	<b>Contract Construction</b>



## Memphis City Council Summary Sheet

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

A SERIES RESOLUTION AUTHORIZING THE ISSUANCE OF NOT-TO-EXCEED \$60,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF STORM WATER SYSTEM REVENUE BONDS OF THE CITY OF MEMPHIS, TENNESSEE, PURSUANT TO TITLE 68, CHAPTER 221, PART 11, OF THE TENNESSEE CODE ANNOTATED, AND TITLE 9, CHAPTER 21, OF THE TENNESSEE CODE ANNOTATED, FOR THE PURPOSE OF FINANCING CERTAIN COSTS OF THE STORM WATER SYSTEM OF THE CITY OF MEMPHIS; PRESCRIBING THE FORM AND CERTAIN DETAILS OF SUCH BONDS AND DELEGATING TO THE CHIEF FINANCIAL OFFICER OF THE CITY THE AUTHORITY TO DETERMINE ADDITIONAL DETAILS; APPOINTING THE PAYING AND REGISTRATION AGENT FOR SUCH BONDS; AUTHORIZING AND PROVIDING FOR THE NEGOTIATED OR COMPETITIVE SALE OF SUCH BONDS AND APPROVING THE PREPARATION AND DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT RELATING TO SUCH BONDS AND APPROVING THE FORM THEREOF; AUTHORIZING AND APPROVING AN OFFICIAL STATEMENT IN CONNECTION WITH THE ISSUANCE OF SUCH BONDS; AND AUTHORIZING AND RATIFYING CERTAIN OTHER ACTS IN CONNECTION WITH THE SALE AND ISSUANCE OF SUCH BONDS.

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

FINANCE DIVISION

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

THERE IS NO CHANGE TO AN EXISTING ORDINANCE OR RESOLUTION.

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

N/A

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

N/A

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

THIS RESOLUTION DOES REQUIRE AN EXPENDITURE OF FUNDS AND A BUDGET AMENDMENT.

**A SERIES RESOLUTION AUTHORIZING THE ISSUANCE OF STORM WATER SYSTEM REVENUE BONDS OF THE CITY OF MEMPHIS, TENNESSEE IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED SIXTY MILLION DOLLARS (\$60,000,000), PURSUANT TO TITLE 68, CHAPTER 221, PART 11, OF THE TENNESSEE CODE ANNOTATED, AND TITLE 9, CHAPTER 21, OF THE TENNESSEE CODE ANNOTATED, FOR THE PURPOSE OF FINANCING CERTAIN COSTS OF THE STORM WATER SYSTEM OF THE CITY OF MEMPHIS; PRESCRIBING THE FORM AND CERTAIN DETAILS OF SUCH BONDS AND DELEGATING TO THE CHIEF FINANCIAL OFFICER OF THE CITY THE AUTHORITY TO DETERMINE ADDITIONAL DETAILS; APPOINTING THE PAYING AND REGISTRATION AGENT FOR SUCH BONDS; AUTHORIZING AND PROVIDING FOR THE NEGOTIATED OR COMPETITIVE SALE OF SUCH BONDS AND APPROVING THE PREPARATION AND DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT RELATING TO SUCH BONDS AND APPROVING THE FORM THEREOF; AUTHORIZING AND APPROVING AN OFFICIAL STATEMENT IN CONNECTION WITH THE ISSUANCE OF SUCH BONDS; AND AUTHORIZING AND RATIFYING CERTAIN OTHER ACTS IN CONNECTION WITH THE SALE AND ISSUANCE OF SUCH BONDS.**

**WHEREAS**, the Council (the “City Council”) of the City of Memphis, Tennessee (the “City”) adopted on October 1, 2019, a resolution (the “Master Resolution”) entitled “A MASTER RESOLUTION AUTHORIZING THE ISSUANCE, SALE AND PAYMENT OF BONDS SECURED BY REVENUES OF THE STORM WATER SYSTEM OF THE CITY OF MEMPHIS, TENNESSEE FOR THE PURPOSE OF FINANCING OR REFINANCING CERTAIN COSTS OF THE STORM WATER SYSTEM OF THE CITY OF MEMPHIS, TENNESSEE” authorizing and providing for the issuance, from time to time, of revenue and revenue refunding bonds of the City for the purposes of financing and refinancing the costs of the storm water system of the City (the “System”); and

**WHEREAS**, the City adopted an Initial Resolution on January 6, 2026 (the “Initial Resolution”) determining to issue Storm Water System Revenue Bonds in an aggregate principal amount not to exceed Sixty Million Dollars (\$60,000,000) (the “Series 2026 Bonds”);

**WHEREAS**, no other Storm Water System Revenue Bonds have been issued pursuant to the Initial Resolution or the Master Resolution;

**WHEREAS**, it is deemed advisable to issue the Series 2026 Bonds under this Series Resolution, and pursuant to the Master Resolution, the Initial Resolution and the City’s authority granted by Sections 68-221-1108 of the Tennessee Code Annotated, as amended, 9-21-101 *et seq.* of the Tennessee Code Annotated, as amended, and other applicable provisions of law, in order to finance improvements, additions and extensions to the System;

**NOW, THEREFORE, BE IT RESOLVED** BY THE CITY COUNCIL OF THE CITY OF MEMPHIS, TENNESSEE, AS FOLLOWS:

**SECTION 1. Definitions.**

(a) Unless the context shall clearly indicate some other meaning, all words and terms used in this Series Resolution which are defined in the Master Resolution (as from time to time amended or supplemented by Series Resolutions) shall for all purposes of this Series Resolution have the respective meanings given to them in the Master Resolution.

(b) Unless the context shall clearly indicate some other meaning, the following terms shall, for all purposes of the Master Resolution and of any Series Resolution (including for all purposes, this Series Resolution) and for all purposes of any certificate, opinion, instrument or other document therein or herein mentioned, have the following meanings, with the following definition to be equally applicable to both the singular and plural forms of such terms and vice versa:

“Act” means the Tennessee Code Annotated Section 9-21-10 1 et seq., as amended.

“Authorized Officers” means the Mayor, the Chief Financial Officer, the Chief Legal Officer/City Attorney, the City Comptroller or, in the case of any act to be performed or duty to be discharged, any other member, officer, or employee of the City then authorized to perform such act or discharge such duty.

“Award Certificate” means, with respect to Series 2026 Bonds sold through competitive public offering, the certificate executed by the Mayor awarding the sale of the Series 2026 Bonds to the winning bidder with the lowest true interest cost in conformance with this Series Resolution and the Notice of Sale, establishing the final maturity schedule, interest rates, principal and interest payment dates and redemption provisions of the Series 2026 Bonds.

“Bond Purchase Agreement” means that certain bond purchase agreement, to be utilized by the City in the event of a negotiated sale, providing for and setting forth the terms and provisions for the purchase and sale of the Series 2026 Bonds, by and between the Underwriter and the City, in a form that is satisfactory to the City and the Underwriter with such modifications thereto shall be approved by the Mayor or Chief Financial Officer.

“Bond Resolution” has the meaning ascribed in the preamble.

“CUSIP Identification Number” means a universally recognized identification number assigned by CUSIP (Committee on Uniform Security Identification Procedures) Global Services that may be affixed to the Series 2026 Bonds.

“Chief Financial Officer” shall mean the duly qualified, appointed, and acting Chief Financial Officer of the City, or its designee, as permitted by the Bond Resolution.

“Chief Legal Officer/City Attorney” shall mean the duly qualified, appointed, and acting Chief Legal Officer/City Attorney of the City.

“City Comptroller” shall mean the duly qualified, appointed, and acting City Comptroller of the City.

“DTC Participant(s)” means securities brokers and dealers, banks, trust companies and clearing corporations that have access to the DTC system.

“Initial Resolution” has the meaning ascribed in the preamble.

“Mayor” shall mean the duly qualified, elected, and acting Mayor of the City, or its designee, as permitted by the Bond Resolution.

“Notice of Sale” means the official notice of sale to be published with the Preliminary Official Statement detailing the terms and details of the Bonds, including the applicable bidding parameters for the initial offer and competitive public sale of the Series 2026 Bonds, in a form that is satisfactory to the City with such modifications thereto as may be approved by the Mayor or Chief Financial Officer, in the event the City elects to proceed in such manner.

“Official Statement” and “Preliminary Official Statement” means the Official Statement and Preliminary Official Statement described herein pertaining to the Series 2026 Bonds.

“Outstanding Bonds” shall mean collectively, the City's Bonds set forth in Section 2(b)hereof.

“Paying and Registration Agent” shall have the meaning set forth in the Master Resolution and with regard to the Series 2026 Bonds only, shall refer to Regions Bank, Nashville, Tennessee, or its successor by acquisition of the corporate trust department or otherwise.

“Sale Date” shall mean the date and time which the City shall hold its competitive public sale for the Series 2026 Bonds pursuant to the terms set forth in the Notice of Sale and in the manner required by the Act, at which time prospective bidders may submit their electronic bids to purchase all of the Series 2026 Bonds; or the date on which the Series 2026 Bonds are sold at a private negotiated sale.

“Series Resolution” has the meaning ascribed in the preamble.

(c) Unless or except as the context shall clearly indicate otherwise or may otherwise require in this Series Resolution: (i) all references to a particular Article, section and or subdivision of the Master Resolution or this Series Resolution, as the case may be, are to the corresponding Article, section or subdivision of the Master Resolution only, or this Series Resolution only, as the case may be; (ii) the terms “herein”, “hereunder”, “hereby”, “hereto”,

“hereof”, and any similar terms refer to this Series Resolution as a whole and not to any particular section or subdivision hereof; (iii) the terms “therein”, “thereunder”, “thereby”, “thereto”, “thereof”, and any similar terms, refer to the Master Resolution and to the Master Resolution as a whole and not to any particular Article, section or subdivision thereof; and (iv) the term “heretofore” means before the time of effectiveness of this Series Resolution and the term “hereafter” means after the time of effectiveness of this Series Resolution.

## **SECTION 2. Findings.**

The City has adopted a debt management policy, as required by the State Funding Board of the State of Tennessee. The City Council hereby finds that the issuance and sale of the Series 2026 Bonds, as proposed herein, are consistent with the City's debt management policy. The City Council also hereby acknowledges receipt of all cost and other disclosures regarding the 2026 Bonds required by the debt management policy.

## **SECTION 3. Authorization and Details of Series 2026 Bonds.**

(a) Authorization of the Series 2026 Bonds. There is hereby authorized to be issued and shall be issued under and secured by the Master Resolution and the Initial Resolution, a series of Bonds to be designated “Storm Water System Revenue Bonds, Series 2026” (herein referred to as the “Series 2026 Bonds”), (wherein “2026” shall denote the calendar year of issuance of the Series 2026A Bonds, and the final designation of such Series 2026 Bonds shall be determined by the Chief Financial Officer), in the total principal amount not to exceed Sixty Million Dollars (\$60,000,000), for the purpose of (i) financing improvements, additions and extensions to the System; (ii) other eligible capital expenditures; (iii) funding a debt service reserve fund for the Series 2026 Bonds, if any; and (iv) paying the costs of issuance of the Series 2026 Bonds.

(b) Security and Source of Payments. The Series 2026 Bonds are issued as special obligations of the City payable from, and secured, solely by the Net Revenues (as defined in the Bond Resolution). The taxing power of the City is not available for the payment of the Series 2026 Bonds. The Series 2026 Bonds do not constitute a debt of the State, or any political subdivision thereof, or municipal corporation therein, other than the City, and no Bondholder shall have recourse to the taxing power of any such entities or the City. The Series 2026 Bonds shall be equally and ratably secured under the Master Resolution with one another, with the Outstanding Bonds and with all Bonds hereafter issued thereunder, without priority by reason of series, number, date of adoption of the Series Resolution providing for the issuance thereof, date of Bonds, date of sale, date of execution, date of issuance, date of delivery or otherwise, by the liens, pledges, charges and assignments created by the Bond Resolution.

(c) Certain details of the Series 2026 Bonds. The Series 2026 Bonds shall mature in serial or term forms not later than the end of the fortieth (40th) fiscal year of the City following the fiscal year of the City in which the Series 2026 Bonds are issued, and shall be issued in the amounts, bear interest at rates not to exceed 6.00% per annum, and be payable on the dates, all as shall be determined by the Chief Financial Officer.

The Series 2026 Bonds shall be dated as shall be determined by the Chief Financial Officer, shall be issuable in the form of fully registered Bonds, without coupons, in authorized denominations of \$5,000 or any integral multiple of \$5,000, and shall be numbered in consecutive numerical order from R-1 upwards in chronological order as issued. The Paying and Registration Agent shall endorse on the Series 2026 Bonds the date of their authentication. Interest on the Series 2026 Bonds shall be payable from the date of the Series 2026 Bonds. Interest on the Series 2026 Bonds shall be payable to the registered owner as of the close of business on a record date as shall be determined by the Chief Financial Officer.

The Series 2026 Bonds shall be issued in Book-Entry-Only Form. One Series 2026 Bond representing each maturity initially will be issued to and registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), as registered owner of the Series 2026 Bonds. DTC will act as securities depository for the Series 2026 Bonds. For so long as the Series 2026 Bonds are held under a Book-Entry System, individual purchases will be made in book-entry-only form, in the principal amount of \$5,000 or any integral multiple thereof, and purchasers will not receive physical delivery of certificates representing their interest on the Series 2026 Bonds purchased.

Principal, premium, if any, and interest payments on the Series 2026 Bonds will be made by the Paying and Registration Agent by wire transfer to DTC or its nominee, Cede & Co., as registered owner of the Series 2026 Bonds, which will in turn remit such payments to the DTC participants (the "DTC Participants") for subsequent disbursal to the beneficial owners of the Series 2026 Bonds (the "Beneficial Owners"). Transfer of principal, premium, if any, and interest payments to DTC Participants will be the responsibility of DTC. Transfers of such payments to Beneficial Owners of the Series 2026 Bonds by DTC Participants will be the responsibility of such participants and other nominees of such beneficial owners. Transfers of ownership interests in the Series 2026 Bonds will be accomplished by book entries made by DTC and, in turn, by the DTC participants who act on behalf of the indirect participants of DTC and the Beneficial Owners.

The City will not be responsible or liable for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC, its participants or persons acting through such participants or for transmitting payments to, communicating with, notifying, or otherwise dealing with any Beneficial Owner.

The Series 2026 Bonds shall be in substantially the form set forth in Exhibit A hereto, with such insertions, omissions and variations as shall be approved by the Chief Financial Officer, upon the advice of counsel (including the Chief Legal Officer/City Attorney, Bond Counsel, and co-disclosure counsel) and the City's Municipal Advisor, which approval shall be conclusively evidenced by the execution thereof.

The Series 2026 Bonds may contain such terms, conditions and covenants, not contrary to the Act or this Master Resolution, as may be determined by the City and expressed in such Series 2026 Bonds. The Series 2026 Bonds issued hereunder may be for various principal amounts, may bear different dates and may mature at different times, may bear interest at different rates, and may otherwise vary as permitted herein and in the Master Resolution.

**SECTION 4. Procedure in the Event of Revision of Book-Entry Transfer System - Replacement Bonds.**

(a) The City shall cause the Paying and Registration Agent to issue Bond certificates (the "Replacement Bonds") directly to the beneficial owners of the Series 2026 Bonds other than DTC, or its nominee, but only in the event that:

- (i) DTC determines to discontinue providing its services with respect to the Series 2026 Bonds at any time by giving notice to the City and discharging its responsibilities; or
- (ii) the City discontinues use of DTC (or substitute depository or its successor) at any time upon determination by the City that the use of DTC (or substitute depository or its successor) is no longer in the best interests of the City and the beneficial owners of the Series 2026 Bonds, subject to DTC procedures.

(b) Upon occurrence of the events described in either (i) or (ii) above, the City shall attempt to locate another qualified securities depository. If the City fails to locate another qualified securities depository to replace DTC, the City shall execute and cause the Paying and Registration Agent to authenticate and deliver replacement bonds in substantially the form set forth in Exhibit A to this Series Resolution.

(c) Prior to the execution and delivery of replacement bonds, the City shall cause the Paying and Registration Agent to notify the beneficial owners of the Series 2026 Bonds by mailing an appropriate notice to DTC. Principal of and interest on the replacement bonds shall be payable by check or draft mailed to each owner of such replacement bonds at the address of such owner as it appears in the books of registry maintained on behalf of the City by the Paying and Registration Agent. Replacement bonds will be transferred only by presentation and surrender to the Paying and Registration Agent, together with an assignment duly executed by the owner of the Replacement Bond or by their representative in a form satisfactory to the Paying and Registration Agent and containing information required by the Paying and Registration Agent in order to effect such transfer.

(d) The City may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to an exchange or transfer of a Series 2026 Bond, and may charge the person requesting such exchange or transfer a sum or sums which shall be paid as a condition precedent to the exercise of the privilege of making such exchange or transfer.

**SECTION 5. Redemption of Series 2026 Bonds.**

(a) All or any portion of the Series 2026 Bonds may contain such optional or mandatory redemption provisions, if any, as may be determined by the Chief Financial Officer. If less than all the Series 2026 Bonds shall be called for redemption, the maturities to be redeemed shall be selected by the Chief Financial Officer in their discretion. If less than all of the

Series 2026 Bonds within a single maturity shall be called for redemption, the Series 2026 Bonds within the maturity to be redeemed shall be selected as follows:

- i. if the Series 2026 Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the Series 2026 Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or
- ii. if the Series 2026 Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Series 2026 Bonds within the maturity to be redeemed shall be selected by the Paying and Registration Agent by lot or such other random manner as the Paying and Registration Agent in its discretion shall determine.

(b) In the event any or all of the Series 2026 Bonds are sold as term bonds, at its option, to be exercised on or before the 45th day next preceding any mandatory redemption date, the City may (i) deliver to the Paying and Registration Agent for cancellation Series 2026 Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Series 2026 Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and canceled by the Paying and Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Series 2026 Bond so delivered or previously purchased or redeemed shall be credited by the Paying and Registration Agent at 100% of the principal amount thereof on the obligation of the City on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Series 2026 Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The City shall, on or before the 45th day next preceding each payment date, furnish the Paying and Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.

(c) *Redemption Notices.* If any Series 2026 Bond (or any portion of the principal amount thereof in installments of \$5,000) shall be called for redemption, whether optional or mandatory, notice of the redemption thereof, specifying the date, number and maturity of such Series 2026 Bond, the date and place or places fixed for its redemption, the premium, if any, payable upon such redemption, and if less than the entire principal amount of such Series 2026 Bond is to be redeemed, that such Series 2026 Bond must be surrendered in exchange for the principal amount thereof to be redeemed and a new Series 2026 Bond issued equaling in principal amount that portion of the principal amount thereof not to be redeemed, shall be mailed not less than fifteen (15) nor more than sixty (60) days prior to the date fixed for redemption by first class mail, postage prepaid, to the registered owner of such Series 2026 Bond at such holder's address as it appears on the books of registry kept by the Paying and Registration Agent for the Series 2026 Bonds as of the close of business on the forty-fifth (45th)

day preceding the date fixed for redemption. Failure to mail such notice or any defect in any such notice so mailed shall not affect the sufficiency of the proceedings for redemption of any of the Series 2026 Bonds for which proper notice was given, and failure of any owner to receive such notice if properly given in the manner described above shall not affect the validity of the proceedings of the redemption of the Series 2026 Bonds held by such owner.

(d) Any notice of redemption may state that it is conditioned upon the receipt by the Paying and Registration Agent of sufficient moneys to pay the redemption price, plus interest accrued and unpaid to the redemption date, or upon satisfaction of any other condition, or that it may be rescinded upon the occurrence of any other event, and any conditional notice so given may be rescinded at any time before payment of such redemption price and accrued interest if any such condition so specified is not satisfied or if any other such event occurs. Notice of such rescission shall be given by the Paying and Registration Agent to affected Bondholders of Series 2026 Bonds as promptly as practicable upon the failure of such condition or the occurrence of such other event and shall be given in the same manner as the notice of redemption was given. In the case of a conditional redemption, the failure of the City to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Paying and Registration Agent shall give immediate notice to the Depository, if applicable, or the affected Bondholders that the redemption did not occur and that the Series 2026 Bonds called for redemption and not so paid remain outstanding.

(e) If notice of the redemption of any Series 2026 Bond shall have been given as aforesaid, and payment of the principal amount of such Series 2026 Bond (or the portion of the principal amount thereof to be redeemed) and of the accrued interest and premium, if any, payable upon such redemption shall have been duly made or provided for, interest on such Series 2026 Bond shall cease to accrue from and after the date so specified for redemption thereof.

(f) As long as DTC, or a successor Depository, is the registered owner of the Series 2026 Bonds, all redemption notices shall be mailed by the Paying and Registration Agent to DTC, or such successor Depository, as the registered owner of the Series 2026 Bonds, as and when above provided, and neither the City nor the Paying and Registration Agent shall be responsible for mailing notices of redemption to DTC participants or beneficial owners. Failure of DTC, or any successor Depository, to provide notice to any DTC participant or beneficial owner will not affect the validity of such redemption.

**SECTION 6. Appointment of Paying and Registration Agent.** Regions Bank, Nashville, Tennessee, or its successor by acquisition of its corporate trust department, is hereby appointed initial Paying and Registration Agent for the Series 2026 Bonds.

**SECTION 7. Execution and Authentication of Series 2026 Bonds; Form of Series 2026 Bonds.**

(a) The Series 2026 Bonds shall be executed in the name of the City by the manual or facsimile signature of the Mayor of the City and the seal of the City (or a facsimile thereof) shall be affixed thereto or impressed, imprinted, engraved or otherwise reproduced thereon and attested by the manual or facsimile signature of the City Comptroller, neither of which signatures shall be required to be manual, or in such other manner as may be required or

permitted by law. In case any one or more of the officers who shall have signed or sealed any of the Series 2026 Bonds shall cease to be such officer before the Series 2026 Bonds so signed and sealed shall have been delivered by the City, such Series 2026 Bonds may, nevertheless, be delivered as herein provided, and may be issued as if the persons who signed or sealed such Series 2026 Bonds had not ceased to hold such offices. Any Series 2026 Bond may be signed and sealed on behalf of the City by such persons as at the time of the execution of such Series 2026 Bonds shall be duly authorized or hold the proper office in the City, although at the date borne by the Series 2026 Bonds such persons may not have been so authorized or have held such office.

(b) The Series 2026 Bonds shall be in substantially the form set forth in Exhibit A to this Series Resolution and shall recite that they are issued pursuant to Chapter 21 of Title 9, Tennessee Code Annotated, as amended.

(c) The Series 2026 Bonds shall bear thereon a certificate of authentication in the form set forth in Exhibit A to this Series Resolution executed manually by an authorized officer of the Paying and Registration Agent as registration agent for the City. Only such Series 2026 Bonds as shall bear thereon such certificate of authentication shall be entitled to any right or benefit under the Master Resolution and this Series Resolution and no Series 2026 Bond shall be valid or obligatory for any purpose until such certificate of authentication shall have been duly executed by an authorized officer of the Paying and Registration Agent. Any such certificate of the Paying and Registration Agent upon any Bond executed on behalf of the City shall be conclusive evidence that the Series 2026 Bonds so authenticated has been duly authenticated and delivered under the Master Resolution and this Series Resolution and that the Bondholder of such Series 2026 Bond is entitled to the benefits and security of the Master Resolution and this Series Resolution.

**SECTION 8. Payment of Costs and Expenses; Application of Proceeds of Sale of the Series 2026 Bonds; Series 2026 Project Subaccount; Senior Lien Debt Service Reserve Subaccount.**

(a) *Payment of Costs and Expenses.* The City or its Fiduciary shall pay the amounts of the costs and expenses of the issuance and delivery of the Series 2026 Bonds.

(b) *Application of Proceeds.* Proceeds of the sale of the Series 2026 Bonds shall be applied as follows:

- (i) Accrued interest received on the Series 2026 Bonds, if any, from their date to the date of delivery of and payment for the Series 2026 Bonds shall be deposited into the Capitalized Interest Account of the Construction Fund to be applied to the payment of interest on the Series 2026 Bonds.
- (ii) If the amount required to be credited to any Senior Lien Debt Service Reserve Subaccount established for the Series 2026 Bonds in the Revenue Fund shall not then be on deposit therein, an amount shall be deposited in the Revenue Fund for credit to such

Senior Lien Debt Service Reserve Subaccount therein such that there shall be credited thereto an amount equal to the Debt Service Reserve Requirement for the Series 2026 Bonds.

(iii) The balance of the proceeds shall be deposited in the Series 2026 Project Subaccount created by subsection (c) of this Section to be held by the City and applied to the payment of (A) costs of improvements, additions and extensions to the System and (B) fees and expenses in connection with the sale and issuance of the Series 2026 Bonds.

(c) There is hereby created within the Project Account of the Construction Fund a special account of the City to be known as the "Series 2026 Project Subaccount", which shall be held in trust and administered by the City. The Series 2026 Project Subaccount shall be drawn upon for the sole purpose of paying (i) costs of improvements, additions and extensions to the System and (ii) fees and expenses in connection with the sale and issuance of the Series 2026 Bonds, including but not limited to the reimbursements authorized by subsection (b)(iii) of this Section to the extent not applied pursuant to said subsection.

(d) Moneys in the Series 2026 Project Subaccount not required for immediate disbursement for the purposes for which the Series 2026 Project Subaccount is created shall, to the fullest extent practicable and reasonable, be invested and reinvested by the City solely in, and obligations deposited in the Series 2026 Project Subaccount shall be, Qualified Investment Securities maturing, or subject to redemption at the option of the holder thereof, at or prior to the estimated time for the disbursement of such moneys. Notwithstanding the foregoing, the City may invest moneys set aside in the Series 2026 Project Subaccount in accordance with the provisions of this Section, the Master Resolution and with the comprehensive investment program of the City.

(e) All income resulting from the investment or reinvestment of the moneys in the Series 2026 Project Subaccount shall accrue to and be deposited in the Series 2026 Project Subaccount.

(f) All moneys held or set aside by the City in the Series 2026 Project Subaccount shall, until otherwise invested or applied as provided in this Section, be deposited by the City in its name, for the account of the Series 2026 Project Subaccount, in such banks, trust companies, national banking associations or savings and loan associations as the City shall at any time or from time to time appoint for the purpose, and which are eligible under the laws of the State of Tennessee to receive deposits of state and municipal funds. Such deposits shall at all times be secured in accordance with the laws of the State of Tennessee and the Charter of the City.

(g) All income resulting from the investment or reinvestment of moneys on deposit in the Senior Lien Debt Service Reserve Subaccount in the Senior Lien Bond Account shall accrue to and be deposited in the Revenue Fund.

(h) The funds shall be invested as directed by the Chief Financial Officer in such investments as shall be permitted by applicable law and the earnings thereon shall be applied to the purposes described above. Any funds remaining following the application of the proceeds, as described above, shall be deposited to the Senior Lien Bond Account within the Revenue Fund and be used to pay debt service on the Series 2026 Bonds. The Chief Financial Officer shall be authorized to amend the budget of the Revenue Fund to account for any changes made in compliance with this Resolution.

#### **SECTION 9. Federal Tax Covenant.**

(a) The City hereby covenants with the Bondholders from time to time of the Series 2026 Bonds that (i) throughout the term of such Series 2026 Bonds and (ii) through the date that the final rebate, if any, must be made to the United States in accordance with Section 148 of the Code it will comply with the provisions of Sections 103 and 141 through 150 of the Code and all regulations proposed and promulgated thereunder that must be satisfied in order that interest on such Series 2026 Bonds shall be and continue to be excluded from gross income for federal income tax purposes under said Section 103. As such, the City agrees that it shall take no action which may cause the interest on any of the Series 2026 Bonds to be included in gross income for purposes of federal income taxation. It is the reasonable expectation of the City Council that the proceeds of the Series 2026 Bonds will not be used in a manner which will cause the Series 2026 Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code, and to this end the said proceeds of the Series 2026 Bonds and other related funds established for the purposes herein set out shall be used and promptly expended for the purposes described herein.

#### **SECTION 10. CUSIP Identification Numbers.**

CUSIP identification numbers, at the sole option of the City, may be placed on the Series 2026 Bonds but neither the failure to place any such number on any Series 2026 Bond nor any inaccuracy, error or omission with respect thereto shall constitute cause for failure or refusal by the purchasers to accept delivery of and pay for the Series 2026 Bonds. No such CUSIP identification number shall constitute a part of the contract evidenced by the particular Series 2026 Bond upon which it is imprinted and no liability shall attach to the City or any officer or agent thereof, including any Paying and Registration Agent for the Series 2026 Bonds, by reason of such numbers or any use made thereof, including any use thereof made by the City, any such officer or any such agent, or by reason of any inaccuracy, error or omission with respect thereto or in such use.

#### **SECTION 11. Sale of Series 2026 Bonds; Preliminary Official Statement; Final Official Statement; Continuing Disclosure Certificate.**

The Series 2026 Bonds of each series may be sold either through a competitive public sale or a negotiated sale, at the discretion of the Mayor or the Chief Financial Officer.

If the City elects to hold a competitive public sale after consultation with counsel, then the Series 2026 Bonds shall be sold in such a manner as required by applicable law, particularly Section 12-4-119, Tennessee Code Annotated, on such day and at such time as set forth in the

Notice of Sale that will be published for the Series 2026 Bonds or on such other date and at such other time as may be determined by the City. The City is hereby authorized to cause the Notice of Sale to be distributed to prospective purchasers of the Series 2026 Bonds and is further authorized to use any internet platform as a communication medium to receive bids for the purchase of the Series 2026 Bonds. The City, pursuant to and in accordance with the Notice of Sale relating to the Series 2026 Bonds, will accept electronic bids for the purchase of all, but not less than all, of the Series 2026 Bonds. All electronic bids must be submitted timely and appropriately in accordance with the terms and provisions set forth in the Notice of Sale. Prior to accepting bids, the City reserves the right to change the aggregate and annual principal amounts of the Series 2026 Bonds being offered or other terms of the Series 2026 Bonds, to postpone the sale to a later date, to modify the Notice of Sale in any other respect or to cancel the sale as provided therein. The City also expressly reserves the right: (a) to waive or reject any informalities in any bid; (b) to reject all bids, any incomplete bid or any bid not fully complying with all of the requirements set forth therein; (c) to solicit new bids or proposals for the sale of the Series 2026 Bonds; and (d) to otherwise provide for the public competitive sale of the Series 2026 Bonds if all bids are rejected or the winning bidder defaults. The Mayor or the Chief Financial Officer shall award the Series 2026 Bonds, through execution and delivery of an award certificate to the successful bidder whose electronic bid results in the lowest true interest cost to the City. The award of the Series 2026 Bonds to the successful bidder shall be binding on the City, and no further action of the City Council with respect thereto shall be required.

If the City elects to hold a negotiated sale after consultation with counsel, then the Series 2026 Bonds shall be sold at negotiated sale to one or more underwriters (the "Underwriter") pursuant to a Bond Purchase Agreement on a date to be selected by the City and at a price of not less than 98% of the total principal amount of the Series 2026 Bonds. The Bond Purchase Agreement will provide that the Underwriter's obligations are subject to certain conditions precedent but that the Underwriter will be obligated to purchase all of the Series 2026 Bonds if any Series 2026 Bonds are purchased. The Bond Purchase Agreement shall provide that the obligations of the Underwriter to accept delivery of each of the Series 2026 Bonds are subject to various conditions set forth and more fully described in the Bond Purchase Agreement. The Underwriter will have the right to join with dealers and other underwriters in offering the Series 2026 Bonds to the public. The prices and other terms with respect to the offering and sale of the Series 2026 Bonds may be changed from time to time by the Underwriter after such Series 2026 Bonds are released for sale. The Series 2026 Bonds may be offered and sold to certain dealers (including dealers depositing such Series 2026 Bonds into investment trusts) at prices lower than the public offering prices. Public offering prices may be changed from time to time by the Underwriter.

Whether the election of the sale of the Series 2026 Bonds is competitive or negotiated, the City is hereby authorized to cause the Series 2026 Bonds to be authenticated and delivered by the Paying and Registration Agent to the original purchaser of the Series 2026 Bonds, and the Authorized Officers are authorized to execute, publish, and deliver all certificates and documents, including the Official Statement (as defined below), notices of sale for the Series 2026 Bonds and closing certificates and documents, as they shall deem necessary in connection with the issuance, sale and delivery of the Series 2026 Bonds. The form of Bond set forth in **EXHIBIT A** attached hereto shall be conformed to reflect the changes, if any, described above.

The Chief Financial Officer is also hereby authorized to distribute to purchasers of, and Investors in, the Series 2026 Bonds, a Preliminary Official Statement of the City relating to the Series 2026, substantially in the form previously delivered to the City Council members, with such changes as shall be approved by the Chief Financial Officer, upon the advice of counsel (including the Chief Legal Officer/City Attorney, Co-Bond Counsel and Co-Disclosure Counsel) and the City's Financial Advisor, which approval shall be conclusively evidenced by its publication and distribution, as applicable. As so changed, the Preliminary Official Statement may recite, or the Chief Financial Officer may separately certify, that it is in a form which is "deemed final" as of its date as described in, and with such omissions as are permitted by, Rule 15c2-12(b)(1) of the United States Securities and Exchange Commission (the "SEC"), but is subject to revision, amendment and completion of a final Official Statement as defined in Rule 15c2-12(e)(3) of the SEC, and the Chief Financial Officer is authorized to separately so certify. The Chief Financial Officer also is hereby authorized to prepare or cause to be prepared, and distribute or cause to be distributed, and the Mayor or Chief Financial Officer is hereby authorized to execute an Official Statement relating to the Series 2026 Bonds substantially in the form of the Preliminary Official Statement, as so modified, after the same has been completed by the insertion of the maturities, interest rates, and other details of the Series 2026 Bonds and by making such other insertions, changes or corrections as the Chief Financial Officer, based on the advice of counsel (including the Chief Legal Officer/City Attorney, Co-Bond Counsel and Co-Disclosure Counsel) and the City's Municipal Advisor, deem necessary or appropriate, such approval to be conclusively evidenced by the execution thereof; and the City Council hereby authorizes the Preliminary Official Statement and the Official Statement and the information contained therein to be used by the initial purchasers in connection with the sale of the Series 2026 Bonds.

A Continuing Disclosure Agreement between the City and Digital Assurance Disclosure, L.L.C., as disclosure dissemination agent ("DAC"), substantially in the form described in the Preliminary Official Statement (as the same may be amended pursuant to the terms thereof, the "Continuing Disclosure Agreement"), is hereby authorized to be executed and delivered by the Mayor, upon consultation with the Chief Financial Officer. The form of Continuing Disclosure Agreement as executed and delivered may include such changes as shall be approved by such officers, upon the advice of counsel (including the Chief Legal Officer/City Attorney, Co-Bond Counsel and Co-Disclosure Counsel), which approval shall be conclusively evidenced by the execution thereof.

Upon any termination of DAC's services as disclosure dissemination agent under the Continuing Disclosure Agreement, the City agrees to appoint a successor disclosure dissemination agent under a successor continuing disclosure agreement, the execution and delivery of which by the Mayor, upon consultation with the Chief Financial Officer and advice of counsel (including the Chief Legal Officer/City Attorney, Co-Bond Counsel and Co-Disclosure Counsel), is hereby authorized, to assume substantially the same responsibilities or, alternately, agrees to assume all disclosure responsibilities of DAC or the entity then serving as disclosure dissemination agent under such Continuing Disclosure Agreement. For purposes of the next paragraph, any such successor agreement or assumption of responsibilities by the City also shall be deemed to be a "Continuing Disclosure Agreement."

The City covenants with the holders from time to time of the Series 2026 Bonds that it will, and hereby authorizes the appropriate officers and employees of the City to take all action necessary or appropriate to, comply with and carry out all of the provisions of the Continuing Disclosure Agreement as amended from time to time. Notwithstanding any other provision of this resolution, failure of the City to perform in accordance with the Continuing Disclosure Agreement shall not constitute a default under this resolution and the Continuing Disclosure Agreement may be enforced only as provided therein.

The appropriate officers and employees of the City are hereby authorized to take all such actions and execute such documents (upon advice of counsel, including the Chief Legal Officer/City Attorney, Co-Bond Counsel and Co-Disclosure Counsel) and the City's Municipal Advisor, as shall be necessary to effect the delivery of and payment for the Series 2026 Bonds and as may be reasonably required to carry out, give effect to and consummate the transactions contemplated hereby, including the purchase, if deemed to the City's financial advantage, of a bond insurance policy guaranteeing payment of principal of and interest on the Series 2026 Bonds and to provide for the payment of the premium cost thereof.

**SECTION 12. Additional Findings and Determinations; Authority for This Series Resolution; Series 2026 Bonds are "Bonds" under the Master Resolution; Further Authorizations.**

(a) The City hereby finds and determines that (i) the Series 2026 Bonds are issued under the authorization of Articles II and III of the Master Resolution; (ii) no default exists in the payment of the principal of or interest and premium (if any) on any Bond, and (iii) all provisions and conditions of the Master Resolution required to the date of adoption of this Series Resolution have been complied with in the issuance under the Master Resolution of the Series 2026 Bonds.

(b) This Series Resolution (i) supplements the Master Resolution; (ii) is hereby found, determined and declared to constitute and to be a "Series Resolution" within the meaning of the quoted words as defined and used in the Master Resolution; and (iii) is adopted pursuant to and under the authority of the Master Resolution.

(c) The Series 2026 Bonds are hereby found, determined and declared to be issued under the Master Resolution and to constitute and be "Bonds" within the meaning of the quoted words as defined and used in the Master Resolution. As more fully set forth in the Master Resolution, the Series 2026 Bonds: (i) shall be entitled to the benefits, security and protection of the Master Resolution, equally and ratably with one another, and with any other Bonds hereafter issued thereunder; (ii) shall be payable as provided in the Master Resolution subject to the prior payment of the Operating Expenses; and (iii) shall be equally and ratably secured under the Master Resolution with one another, and with all Bonds hereafter issued thereunder, without priority by reason of series, number, date of adoption of the Series Resolution providing for the issuance thereof, date of Bonds, date of sale, date of execution, date of issuance, date of delivery or otherwise, by the liens, pledges, charges and assignments created by the Master Resolution.

(d) The appropriate officers and employees of the City are hereby authorized to take all such actions and execute such documents (upon advice of counsel, including the Chief Legal Officer/City Attorney, Bond Counsel and Co-Disclosure Counsel) and the City's Municipal Advisor, as shall be necessary to effect the delivery of and payment for the Series 2026 Bonds and as may be reasonably required to carry out, give effect to and consummate the transactions contemplated hereby, including the purchase, if deemed to the City's financial advantage, of a bond insurance policy guaranteeing payment of principal of and interest on the Series 2026 Bonds and to provide for the payment of the premium cost thereof.

(e) In connection with the preparation of the Master Resolution, this Series Resolution and the issuance of the Series 2026 Bonds, the Chief Financial Officer is hereby authorized to retain the services of and to compensate from the proceeds of the Series 2026 Bonds: Ahmad Zaffarese LLC and Butler Snow LLP, as Bond Counsel; PFM Financial Advisors LLC, as Municipal Advisor; Bruce Turner PLLC and Bass Berry & Sims PLC as Co-Disclosure counsel.

#### **SECTION 13. Declaration of Official Intent – Reimbursement.**

It is reasonably expected that the City will reimburse itself for certain expenditures advanced by the City for the System prior to the issuance of the Series 2026 Bonds to finance improvements to the System. This Series Resolution constitutes a declaration of official intent under Treas. Reg. § 1.150-2, and the City will be reimbursed from proceeds of the Series 2026 Bonds as determined by the Chief Financial Officer of the City.

#### **SECTION 14. Debt Service Reserve Requirement.**

With respect to the Series 2026 Bonds authorized herein, the Debt Service Reserve Requirement, if any, shall be determined by the Chief Financial Officer, in consultation with the Municipal Advisor.

#### **SECTION 15. Economic Life.**

The reasonably expected remaining economic life of the improvements, additions and extensions to the System to be financed and refinanced from the proceeds of the Series 2026 Bonds is greater than the term of the Series 2026 Bonds financing improvements, additions and extensions to the System.

#### **SECTION 16. Effect of Section Headings.**

The heading or titles of the several sections hereof shall be solely for convenience of reference and shall not affect the meaning, construction, interpretation or effect of this Series Resolution.

#### **SECTION 17. Repeal of Inconsistent Resolutions.**

Any resolution of the City, or any portion thereof, in conflict or inconsistent with this Series Resolution is hereby repealed to the extent of such conflict or inconsistency.

**SECTION 18. Effective Date.**

This Series Resolution shall not become effective unless and until the 2026 Initial Resolution shall have been adopted and published, as set forth in Tennessee Code Annotated, Section 9-21-304.

[Remainder of Page Intentionally Left Blank]

## EXHIBIT A

**UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF DTC TO THE PAYING AND REGISTRATION AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY BOND ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR SUCH OTHER NAME AS REQUIRED BY AN AUTHORIZED REPRESENTATIVE OF DTC AND ANY PAYMENT IS MADE TO CEDE & CO., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSONS IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.**

REGISTERED

Number R-\_\_\_\_

REGISTERED

\$ \_\_\_\_\_

**UNITED STATES OF AMERICA  
STATE OF TENNESSEE  
COUNTY OF SHELBY  
CITY OF MEMPHIS  
STORM WATER SYSTEM REVENUE BONDS, SERIES 2026**

INTEREST RATE	DATED DATE	MATURITY DATE	CUSIP NO.
_____ %	_____, 2026	_____, 20____	_____

REGISTERED OWNER: CEDE &amp; CO.

PRINCIPAL AMOUNT: AND NO/DOLLARS (\$\_\_\_\_\_)

KNOW ALL MEN BY THESE PRESENTS: That the City of Memphis, Tennessee (the "City"), a municipal corporation lawfully organized and existing in Shelby County, Tennessee, for value received hereby promises to pay to the registered owner hereof, hereinabove named, or registered assigns, in the manner hereinafter provided, the principal amount hereinabove set forth on the maturity date hereinabove set forth, and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on said principal amount at the annual rate of interest hereinabove set forth from the date hereof until said maturity date, said interest being payable on \_\_\_\_\_, and semi-annually thereafter on the first day of \_\_\_\_\_ and \_\_\_\_\_ in each year until this Bond matures or is redeemed. Both principal hereof and interest hereon are payable in lawful money of the United States of America at the principal

corporate trust office of \_\_\_\_\_, Tennessee, as paying and registration agent (the "Paying and Registration Agent"). The Paying and Registration Agent shall make all interest payments with respect to this Bond on each interest payment date to the registered owner hereof shown on the bond registration records maintained by the Paying and Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by check or draft mailed to such owner at such owner's address shown on said bond registration records, without, except for final payment, the presentation or surrender of this Bond, and all such payments shall discharge the obligations of the City to the extent of the payments so made. Any such interest not so punctually paid or duly provided for on any interest payment date shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such defaulted interest shall be payable to the persons in whose name this Bond is registered at the close of business on the date (the "Special Record Date") for payment of such defaulted interest to be fixed by the Paying and Registration Agent, notice of which shall be given to the Bondholders of the Storm Water System Revenue Bonds, Series 2026 (the "Bonds") of the issue of which this Bond is one not less than ten days prior to such Special Record Date. Payment of principal of and premium, if any, on this Bond shall be made when due upon presentation and surrender of this Bond to the Paying and Registration Agent.

Except as otherwise provided herein or in the Resolution, as hereinafter defined, this Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Bonds of the series of which this Bond is one. One Bond for each maturity of the Bonds shall be issued to DTC and immobilized in its custody or a custodian of DTC. The Paying and Registration Agent is a custodian and agent for DTC and the Bonds will be immobilized in its custody. A book-entry system shall be employed, evidencing ownership of the Bonds in \$5,000 denominations, or multiples thereof, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants, as defined in the Resolution, pursuant to rules and procedures established by DTC. So long as Cede & Co., as nominee for DTC, is the registered owner of the Bonds, the City and the Paying and Registration Agent shall treat Cede & Co., as the only owner of the Bonds for all purposes under the Resolution, including receipt of all principal and maturity amounts of, premium, if any, and interest on the Bonds, receipt of notices, voting and requesting or taking or not taking, or consenting to, certain actions hereunder. Payments of principal, maturity amounts, interest, and redemption premium, if any, with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid directly to DTC or its nominee, Cede & Co. DTC shall remit such payments to DTC participants, and such payments thereafter shall be paid by DTC participants to the beneficial owners, as defined in the Resolution. Neither the City nor the Paying and Registration Agent shall be responsible or liable for payment by DTC or DTC participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC participants. In the event that (1) DTC determines not to continue to act as securities depository for the Bonds or (2) the City determines that the continuation of the book-entry system of evidence and transfer of ownership of the Bonds would adversely affect its interests or the interests of the beneficial owners of the Bonds, the City may discontinue the book- entry system with DTC. If the City fails to identify another qualified securities depository to replace DTC, the City shall cause the Paying and Registration Agent to authenticate and deliver replacement bonds in the form of fully registered

Bonds to each Beneficial Owner. Neither the City nor the Paying and Registration Agent shall have any responsibility or obligations to any DTC Participant or any Beneficial Owner with respect to (i) the Bonds; (ii) the accuracy of any records maintained by DTC or any DTC Participant; (iii) the payment by DTC or any DTC Participant of any amount due to any beneficial owner in respect of the principal or maturity amounts of and interest on the Bonds; (iv) the delivery or timeliness of delivery by DTC or any DTC Participant of any notice due to any beneficial owner that is required or permitted under the terms of the Resolution to be given to beneficial owners, (v) the selection of beneficial owners to receive payments in the event of any partial redemption of the Bonds; or (vi) any consent given or other action taken by DTC, or its nominee, Cede & Co., as owner.

This Bond is one of a duly authorized series of the Bonds of like designation herewith issued in the aggregate principal amount of \$\_\_\_\_\_ by the City for the purpose of (i) financing improvements, additions and extensions to the System, as defined herein; (ii) funding a reserve fund for the Bonds, if any; and (iii) paying the costs of the issuance of the Bonds, under and in full compliance with Section 68-221-1108 of the Tennessee Code Annotated, as amended, and the Local Government Public Obligations Act of 1986 (being Title 9, Chapter 21, of the Tennessee Code Annotated, as amended), and pursuant to a resolution duly adopted by the City Council of the City (the "City Council") at a meeting held on October 1, 2019 (the "Master Resolution"), as supplemented by a resolution adopted by the City Council on January 6, 2026 (the "Series 2026 Resolution", and collectively with the Master Resolution, the "Resolution").

This Bond is payable solely from and equally and ratably secured by a pledge of the net revenues of the City's storm water system (the "System"), subject to the payment of the reasonable and necessary costs of operating, maintaining, repairing and insuring the System. As provided in the Resolution, the punctual payment of principal of and interest on the series of the Bonds of which this Bond is one, and any other bonds hereafter issued on a parity therewith, shall be secured equally and ratably by said revenues without priority by reason of series, number or time of sale or delivery. Said revenues are required by law and by the proceedings pursuant to which this Bond is issued to be fully sufficient to pay the cost of operating, maintaining, repairing and insuring the System, including reserves therefor, and to pay principal of and interest on this Bond and the issue of which it is a part promptly as each becomes due and payable. The City has covenanted and does hereby covenant that it will fix and impose such rates and charges for the services rendered by the System and will collect and account for sufficient revenues to pay promptly the principal of and interest on this Bond and the issue of which it is a part as each becomes due.

This Bond and the interest hereon are payable solely from the revenues so pledged to the payment hereof, and this Bond does not constitute a general obligation debt of the City within the meaning of any constitutional, Charter or statutory limitation, and no Bondholder of this Bond shall ever have the right to compel any exercise of the taxing powers of the City to pay this Bond or the interest hereon, but this Bond shall be payable solely from the revenues of the System as herein set forth.

Reference is hereby made to the Resolution, certified copies of which are on file in the principal office of the City Comptroller, and to all of the provisions of which any Bondholder of

this Bond by their acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the security for the Bonds issued under the Resolution, including this Bond; the properties constituting the System; the revenues and other moneys pledged to the payment of the principal of and interest on the Bonds issued thereunder; the nature and extent and manner of enforcement of the pledge; the terms and conditions upon which this Bond and the series of which it is one are issued and upon which other Bonds may hereafter be issued thereunder, and certain reimbursement obligations under support facilities or interest rate exchange agreements may be incurred, payable on a parity from such revenues and equally and ratably secured therewith; the conditions upon which the Resolution may be amended or supplemented with or without the consent of the Bondholders of the Bonds; the rights and remedies of the Bondholder hereof with respect thereto, including the limitations therein contained upon the right of a Bondholder hereof to institute any suit, action or proceeding in equity or at law with respect hereto and thereto; the rights, duties and obligations of the City and the Bondholders thereunder; the terms and provisions upon which the liens, pledges, charges, trusts, assignments and covenants made therein may be discharged at or prior to the maturity or redemption of this Bond, and this Bond thereafter no longer be secured by the Resolution or be deemed to be outstanding thereunder, if moneys or certain specified securities shall have been deposited with a Paying and Registration Agent sufficient and held in trust solely for the payment hereof; and for the other terms and provisions hereof.

The Bonds of the issue of which this Bond is one shall be subject to redemption prior to maturity at the option of the City on or after \_\_\_\_\_, as a whole or in part at any time at the redemption price of par plus interest accrued to the redemption date. If less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be designated by the Chief Financial Officer, in its discretion. If less than all the principal amount of the Bonds of a maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

- (i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the amount of the interest of each DTC Participant in the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or
- (ii) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Paying and Registration Agent by lot or such other random manner as the Paying and Registration Agent in its discretion shall determine.

[Subject to the credit hereinafter provided, the City shall redeem Bonds maturing \_\_\_\_\_ on the redemption dates set forth below opposite the maturity dates, in aggregate principal amounts equal to the respective dollar amounts set forth below opposite the respective redemption dates at a price of par plus accrued interest thereon to the date of redemption. DTC, as securities depository for the series of Bonds of which

this Bond is one, or such Person as shall then be serving as the securities depository for the Bonds, shall determine the interest of each Participant in the Bonds to be redeemed using its procedures generally in use at that time. If DTC or another securities depository is no longer serving as securities depository for the Bonds, the Bonds to be redeemed within a maturity shall be selected by the Paying and Registration Agent by lot or such other random manner as the Paying and Registration Agent in its discretion shall select. The dates of redemption and principal amount of Bonds to be redeemed on said dates are as follows:

<u>Final Maturity</u>	<u>Redemption Date</u>	<u>Principal Amount of Bonds Redeemed</u>
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\*Final Maturity

At its option, to be exercised on or before the forty-fifth (45<sup>th</sup>) day next preceding any such redemption date, the City may (i) deliver to the Paying and Registration Agent for cancellation Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and canceled by the Paying and Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Bond so delivered or previously purchased or redeemed shall be credited by the Paying and Registration Agent at 100% of the principal amount thereof on the obligation of the City on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced.

Notice of call for redemption, whether optional or mandatory, shall be given by the Paying and Registration Agent not less than fifteen (15) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Paying and Registration Agent as of the date of the notice; but neither failure to mail such notice nor any such defect in any such notice so mailed shall affect the sufficiency of the proceedings for the redemption of any of the Bonds for which proper notice was given. The notice may state that is conditioned upon the deposit of moneys in an amount equal to the amount necessary to affect the redemption with the Paying and Registration Agent no later than the redemption date ("Conditional Redemption"). As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Paying and Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the City nor the Paying and Registration Agent shall be responsible for mailing notices of redemption to DTC participants or beneficial owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant

will not affect the validity of such redemption. From and after any redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Paying and Registration Agent for the payment thereof and if notice has been duly provided as set forth in the Resolution, as hereafter defined. In the case of a Conditional Redemption, the failure of the City to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Paying and Registration Agent shall give immediate notice to the Depository or the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding.

[Insert provisions for purchase in lieu of redemption, if any.]

If this Bond is no longer registered in the name of Cede & Co. as nominee for DTC, this Bond is transferable by the registered owner hereof in person or by such owner's attorney duly authorized in writing at the principal corporate trust office of the Paying and Registration Agent set forth on the front side hereof, but only in the manner, subject to limitations and upon payment of the charges provided in the Resolution, as hereafter defined, and upon surrender and cancellation of this Bond. Upon such transfer, a new Bond or Bonds of authorized denominations of the same maturity and interest rate for the same aggregate principal amount will be issued to the transferee in exchange therefor. The person in whose name this Bond is registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the City nor the Paying and Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bond shall be overdue. Bonds, upon surrender to the Paying and Registration Agent, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in authorized denomination or denominations, upon the terms set forth in the Resolution. The Paying and Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular Record Date or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the notice calling such Bond for redemption has been made, nor during a period following the receipt of instructions from the City to call such Bond for redemption.

This Bond is transferable only upon the registration books at the above mentioned office of the Paying and Registration Agent by the registered owner hereof, or by their duly authorized attorney, upon surrender of this Bond, together with a written instrument of transfer satisfactory in form to the Paying and Registration Agent duly executed by the registered owner or his duly authorized attorney, which may be in the form endorsed hereon, and subject to the limitations and upon payment of the charges, if any, provided in the Resolution. Upon such transfer a new Bond or Bonds of authorized denominations of the same maturity and interest rate for the same aggregate principal amount will be issued to the transferee in exchange therefor. The person in whose name this Bond is registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the City nor the Paying and Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bond shall be overdue. Bonds, upon surrender to the Paying and Registration Agent, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in authorized denomination or denominations, upon the terms set forth in the Resolution. The Paying and Registration Agent shall not be required to transfer or exchange any

Bond during the period commencing on a Regular Record Date or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the notice calling such Bond for redemption has been made, nor during a period following the receipt of instructions from the City to call such Bond for redemption.

It is hereby certified, recited, and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond exist, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Bond does not exceed any limitation prescribed by the constitution and statutes of the State of Tennessee and the Charter of the City, and that this Bond, together with all other indebtedness of the City, does not exceed any limit prescribed by the Constitution and statutes of such State and the Charter of the City.

This Bond shall not be valid or become obligatory for any purpose until this Bond shall have been authenticated by the execution by the Paying and Registration Agent, as authenticating agent, of the Certificate of Authentication endorsed hereon.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the City of Memphis has caused this Storm Water System Revenue Bond, Series 2026 to be executed by the manual or facsimile signature of its Mayor and the seal of the City to be affixed hereto or impressed, imprinted, engraved or otherwise reproduced hereon and attested by the manual or facsimile signature of its Comptroller, neither of which signatures is required to be manual.

**CITY OF MEMPHIS, TENNESSEE**

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Paul A. Young, Mayor

ATTEST:

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[\_\_\_\_\_], City Comptroller

[SEAL]

## **CERTIFICATE OF AUTHENTICATION**

This Bond is one of the Storm Water System Revenue Bonds, Series 2026 described in the within mentioned Series Resolution.

REGIONS BANK,  
NASHVILLE, TENNESSEE  
As Paying and Registration Agent

By: \_\_\_\_\_  
Authorized Officer

Date of Authentication & Registration:

\_\_\_\_\_

**(FORM OF ASSIGNMENT)**

FOR VALUE RECEIVED, the undersigned sells, assigns, and transfers unto \_\_\_\_\_, whose address is \_\_\_\_\_ (Please insert Federal Identification or Social Security Number of Assignee \_\_\_\_\_) the within Bond of The City of Memphis, Tennessee and does hereby irrevocably constitute and appoint \_\_\_\_\_, attorney, to transfer the said bond on the records kept for registration thereof with full power of substitution in the premises.

Dated: \_\_\_\_\_

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NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears on the face of the within bond in every particular, without enlargement or alteration, or any change whatsoever.

Signature guaranteed:

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Notice: Signature(s) must be guaranteed by a member firm of a Medallion Program acceptable to the Paying and Registration Agent.



## Memphis City Council Summary Sheet

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

A resolution to transfer Gender Separation Project Number FS25002 from General Services to Fire Services and appropriate funds in the amount of One Million Nine Hundred Seventy-Two Thousand Three Hundred Seventy-One Dollars (\$1,972,371) to contract construction cost for Gender Separation Project Number FS25002.

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

Fire Services is the initiating party, at request of the City Council.

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

The change is transferring Gender Separation Project Number FS25002 from General Services to Fire Services.

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

This will impact all council districts and super districts.

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

This requires a new contract with Fifer & Associates.

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

This resolution will require an expenditure of funds and budget amendment.



P079

**A resolution to transfer Gender Separation Project Number FS25002 from General Services to Fire Services and appropriate funds in the amount of One Million Nine Hundred Seventy-Two Thousand Three Hundred Seventy-One Dollars (\$1,972,371.00) in Contract Construction for Gender Separation Project Number FS25002.**

**WHEREAS**, the Council of the City of Memphis did include Gender Separation, Project Number FS25002, as part of the Fiscal Year 2025 and Fiscal Year 2026 Capital Improvement Program Budgets; and

**WHEREAS**, a contract exists between the City of Memphis Fire Services and Fifer & Associates in the amount of \$3,600,000 to add cubicles to the existing open bed halls, providing equally accommodating locker rooms/restrooms for our female fighters that are separate from public use, and retrofitting the stations to more energy efficient LED lighting for Gender Separation Project Number FS25002; and

**WHEREAS**, there is currently an appropriation of One Million Six Hundred Twenty-Seven Thousand Six Hundred Twenty-Nine Dollars (\$1,627,629.00) for Contract Construction in Gender Separation Project Number FS25002; and

**WHEREAS**, it is necessary to transfer, allocate, and appropriate Five Hundred Thirty-Two Thousand Three Hundred Seventy-One Dollars (\$532,371.00) from the Fire Station Improvement Coverline Project Number FS24100 under Contract Construction to Gender Separation Project Number FS25002 under Contract Construction, transfer, allocate, and appropriate Four Hundred Forty Thousand Dollars (\$440,000.00) from Architecture and Engineering to Contract Construction within FS25002, and appropriate One Million Dollars (\$1,000,000) under Contract Construction of Gender Separation Project Number FS25002, funded by G.O. Bonds.

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Memphis that the Fiscal Year 2025 and Fiscal Year 2026 Capital Improvement Budgets be and is hereby amended as follows:

- 1.) From: FS24100 Fire Station Coverline an allocation of \$532,371.00 Contract Construction.
- 1.) To: FS25002 Gender Separation an allocation and appropriation of \$532,371.00 in Contract Construction.
- 2.) From: FS25002 Gender Separation an allocation and appropriation of \$440,000.00 in Architecture and Engineering.
- 2.) To: FS25002 Gender Separation an allocation and appropriation of \$440,000.00 in Contract Construction.
- 3.) FS25002 Gender Separation an appropriation of \$1,000,000.00 in Contract Construction allocations; and

**BE IT FURTHER RESOLVED**, by the Council of the City of Memphis that the Fiscal Year 2026 Capital Improvement Budget be and is hereby amended to transfer the Gender Separation Project Number FS25002 from General Services to Fire Services; and

**BE IT FUTHER RESOLVED**, by the Council of the City of Memphis there be and is hereby appropriated the amount of One Million Nine Hundred Seventy-Two Thousand Three Hundred Seventy-One Dollars (\$1,972,371.00) in Contract Construction FS25002, Gender Separation Project as follows:

<b>Project Title:</b>	<b>Gender Separation</b>
<b>CIP Project Number:</b>	<b>FS25002</b>
<b>General Obligation Bonds:</b>	<b>\$1,972,371.00</b>
<b>Contract Construction:</b>	<b>\$1,972,371.00</b>



## Memphis City Council Summary Sheet

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

A RESOLUTION to allocate, appropriate and transfer Two Million One Hundred Eighty-Three Thousand Six Hundred Eighty-Nine Dollars and Eighty-Six Cents (\$2,183,689.86) in Accelerate Memphis funds from Chelsea Greenline, project # GAA3101, to ten (10) Memphis Parks projects which can be completed by the Accelerate Memphis expenditure deadline of June 30, 2026.

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

Parks

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

Not Applicable

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

Districts 1, 2, 4, 5, 6 & 7 and Super Districts 8 & 9.

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

Memphis Parks will execute new contracts for new/stalled projects and amend existing contracts on ongoing projects as needed

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

This resolution does require an amendment of the FY26 Budget. Spending is required to execute the projects.



**A RESOLUTION to allocate, appropriate and transfer Two Million One Hundred Eighty-Three Thousand Six Hundred Eighty-Nine Dollars and Eighty-Six Cents (\$2,183,689.86) in Accelerate Memphis funds from Engr-Chelsea Greenline, project # GAA3101, to ten (10) Memphis Parks projects which can be completed by the Accelerate Memphis expenditure deadline of June 30, 2026.**

**WHEREAS**, the Memphis City Council previously approved the Two Hundred Million Dollar Accelerate Memphis Program which has an established deadline of June 30, 2026, by which all Accelerate Memphis funds must be expended to avoid financial penalties; and

**WHEREAS**, the Engr-Chelsea Greenline, project # GAA3101, was included in the Accelerate Memphis Program with an appropriated budget of Two and Half Million Dollars (\$2,500,000.00) in Architecture & Engineering, but this project is still in the design phase and construction cannot be completed by the aforementioned expenditure deadline; and

**WHEREAS**, there is now a need to redistribute the Two and a Half Million Dollars previously appropriated to the Engr-Chelsea Greenline, project # GAA3101, to various projects which can be completed by the expenditure deadline, while the Engr-Chelsea Greenline project will be reconstituted as a Public Works project; and

**WHEREAS**, there is a need to transfer and appropriate a sum total of \$2,183,669.86 from the Engr-Chelsea Greenline, project # GAA3101, to ten (10) Memphis Parks projects that can be completed by the Accelerate Memphis expenditure deadline, namely: Mitchell Community Center FY23, project # CC23101; Glenview Community Center FY23, project # CC23102; Gooch Park FY23, project # CC23103; Frayser Raleigh SC Remediation, project # TBD; CC Door Replacements, project # TBD; Galloway GC Repairs, project # TBD; Tobey Park Paving, project # TBD; the Sea Isle Fitness installation, project # TBD; sports lighting Mini Pitches 2020, project # PK90090; and the Westwood Pool Repairs, project #PK04020; and

**WHEREAS**, the projects to install three (3) new pavilions have already begun with Capital Improvement Plan (CIP) funding and the pavilions themselves have been procured and delivered, but \$250,000.00 in additional funds are needed to install the pavilion in Gooch Park, \$381,108.00 in additional funds are needed to install the pavilion and construct an adjacent parking area in Glenview Park, and \$175,000.00 in additional funds are needed to install the pavilion and previously procured playground equipment at Mitchell Community Center; and

**WHEREAS**, to ensure healthy and safe environments at our community centers, \$207,093.30 is needed for environmental remediation and associated cosmetic improvements

at Frayser Raleigh Senior Center, project # TBD, and \$150,000.00 is needed to replace the front doors at various community centers, CC Door Replacements, project # TBD; and

**WHEREAS**, to ensure good repair of park assets so they may be optimally used and maintained, \$186,190.00 is needed for Tobey Park Paving, project # TBD, to rebuild the partially collapsed roadbed of the primary access road in Tobey Park and to repave said road and the parking lot of the Memphis Parks office \$279,278.56 is needed for Galloway GC Repairs, project # TBD, to repair the irrigation system at the Galloway Golf Course and plant new trees to improve and maintain shade levels throughout the course, at a total estimated project cost of \$600,000.00; and

**WHEREAS**, \$150,000.00 is needed for Sea Isle Fitness, project # TBD, in conjunction with a grant provided by Shelby County, Tennessee, to install outdoor fitness equipment in Sea Isle Park; and

**WHEREAS**, \$105,000.00 is needed for Mini Pitches 2020, project # PK90090, to install sports lighting at seven (7) mini pitches – two (2) in Gaisman Park, two (2) in Bert Ferguson Park, one (1) in Willow Park, one (1) in Cunningham Park, and one (1) in Audubon Park; and

**WHEREAS**, the onset of repairs at Westwood Pool revealed the need to replace the entire gutter system that runs around the edge of the pool which will require \$300,000.00 in additional funds to be transferred to Westwood Pool Repairs, project # PK04020, to ensure the Westwood Pool is brought into optimum condition before the summer swim season; and

**WHEREAS**, it is now therefore necessary to allocate, appropriate and transfer Two Million One Hundred Eighty-Three Thousand Six Hundred Eighty-Nine Dollars and Eighty-Six Cents (\$2,183,689.86) in Accelerate Memphis funds for Architecture & Engineering from the Engr-Chelsea Greenline, project # GAA3101, to: (a) Mitchell Community Center FY23, project # CC23101, in the amount of \$175,000.00 in Contract Construction for the installation of a pavilion and playground at Mitchell Community Center; (b) Glenview Community Center FY23, project # CC23102, in the amount of \$381,108.00 in Contract Construction to install the pavilion and construct a small adjacent parking area in Glenview Park; (c) Gooch Park FY23, project # CC23103, in the amount of \$250,000.00 in Contract Construction to install the pavilion in Gooch Park; (d) Frayser Raleigh SC Remediation, project # TBD, in the amount of \$207,093.30 in Contract Construction for environmental remediation and associated cosmetic improvements; (e) CC Door Replacements, project # TBD, in the amount of \$150,000.00 in Contract Construction to replace the front doors at multiple community centers to increase safety; (f) Galloway GR Repairs, project # TBD, in the amount of \$279,278.56 in Contract Construction to repair the irrigation system and plant trees at the Galloway Golf Course; (g) Tobey Park Paving, project # TBD, in the amount of \$186,190.00 in Contract Construction to rebuild the roadbed of

the primary access road and pave the City-owned parking areas within Tobey Park including the parking lot of the Memphis Parks office; (h) Sea Isle Fitness installation, project # TBD, in the amount of \$150,000.00 in Contract Construction to procure and install outdoor fitness equipment in Sea Isle Park; (i) Mini Pitches 2020, project # PK90090, in the amount of \$105,000.00 in Contract Construction to light seven mini-pitches in various parks; and (j) Westwood Pool Repairs, project #PK04020, in the amount of \$300,000.00 in Contract Construction to address the unanticipated need to replace the entire gutter system around the pool; and

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Memphis that it hereby approves the allocation, appropriation and transfer of Two Million One Hundred Eighty-Three Thousand Six Hundred Eighty-Nine Dollars and Eighty-Six Cents (\$2,183,689.6) in Accelerate Memphis funds from the Engr-Chelsea Greenline, project # GAA3101, to the projects and in the amounts detailed above, and to revise the FY2026 CIP Budget accordingly.

<b><u>FROM</u></b>	<b>Project Title:</b>	<b>Engr-Chelsea Greenline</b>
	<b>Project Number:</b>	<b>GAA3101</b>
	<b>Amount:</b>	<b>\$2,500,000.00</b>
	<b>Type:</b>	<b>Architecture &amp; Engineering</b>
<b><u>TO</u></b>	<b>Project Title:</b>	<b>Mitchell Community Center FY23</b>
	<b>Project Number:</b>	<b>CC23101</b>
	<b>Amount:</b>	<b>\$175,000.00</b>
	<b>Type:</b>	<b>Contract Construction</b>
	<b>Project Title:</b>	<b>Glenview Community Center FY23</b>
	<b>Project Number:</b>	<b>CC23102</b>
	<b>Amount:</b>	<b>\$381,108.00</b>
	<b>Type:</b>	<b>Contract Construction</b>
	<b>Project Title:</b>	<b>Gooch Park FY23</b>
	<b>Project Number:</b>	<b>CC23103</b>
	<b>Amount:</b>	<b>\$250,000.00</b>
	<b>Type:</b>	<b>Contract Construction</b>
	<b>Project Title:</b>	<b>Frayser Raleigh SC Remediation</b>
	<b>Project Number:</b>	<b>TBD</b>
	<b>Amount:</b>	<b>\$207,093.30</b>
	<b>Type:</b>	<b>Contract Construction</b>
	<b>Project Title:</b>	<b>CC Door Replacements</b>
	<b>Project Number:</b>	<b>TBD</b>
	<b>Amount:</b>	<b>\$150,000.00</b>
	<b>Type:</b>	<b>Contract Construction</b>

<b>Project Title:</b>	<b>Galloway GC Repairs</b>
<b>Project Number:</b>	<b>TBD</b>
<b>Amount:</b>	<b>\$279,278.56</b>
<b>Type:</b>	<b>Contract Construction</b>
<b>Project Title:</b>	<b>Tobey Park Paving</b>
<b>Project Number:</b>	<b>TBD</b>
<b>Amount:</b>	<b>\$186,190.00</b>
<b>Type:</b>	<b>Contract Construction</b>
<b>Project Title:</b>	<b>Sea Isle Fitness</b>
<b>Project Number:</b>	<b>TBD</b>
<b>Amount:</b>	<b>\$150,000.00</b>
<b>Type:</b>	<b>Contract Construction</b>
<b>Project Title:</b>	<b>Mini Pitches 2020</b>
<b>Project Number:</b>	<b>PK90090</b>
<b>Amount:</b>	<b>\$105,000.00</b>
<b>Type:</b>	<b>Contract Construction</b>
<b>Project Title:</b>	<b>Westwood Pool Repairs</b>
<b>Project Number:</b>	<b>PK04020</b>
<b>Amount:</b>	<b>\$300,000.00</b>
<b>Type:</b>	<b>Contract Construction</b>



## Memphis City Council Summary Sheet

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

A RESOLUTION to allocate, appropriate and transfer a sum total of Seven Hundred Thirty Thousand One Hundred Dollars and Forty-Four Cents (\$730,100.44) from Memphis Parks Capital Reserve, project # PK25104, to four (4) Memphis Parks Projects.

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

Parks

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

Not Applicable

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

Districts 1 & 5 and Super Districts 9.

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

Memphis Parks will execute new contracts for new/stalled projects and amend existing contracts on ongoing projects as needed

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

This resolution does require an amendment of the FY26 Budget. Spending is required to execute the projects.

P085



**A RESOLUTION to allocate, appropriate and transfer a sum total of Seven Hundred Thirty Thousand One Hundred Dollars and Forty-Four Cents (\$730,100.44) from Memphis Parks Capital Reserve, project # PK25104, to four (4) Memphis Parks Projects.**

**WHEREAS**, the Memphis Parks Capital Reserve fund, project # PK25104, is composed of Capital Improvement Plan (CIP) funds that were left over from various past Memphis Parks capital projects as they were completed, with the unused funds administratively transferred into Cap Reserve until specific needs could be identified; and

**WHEREAS**, there is a need for \$316,330.14 in Contract Construction to fully fund the repair of the irrigation system and installation of new trees at the Galloway Golf Course, project # TBD Galloway GC Repairs, which has an estimated total project cost of \$600,000.00, with the rest of the needed funding (\$279,278.56 ) to be transferred from Accelerate Memphis projects by separate resolution; and

**WHEREAS**, there is a need for an additional \$63,079.00 in Architecture & Engineering for the Audubon Splash Pad, project PK04021, because the project design costs came in higher than anticipated; and

**WHEREAS**, there is a need for an additional \$46,300.00 in Architecture & Engineering for the Raleigh Civic Center, project CC22101, because the project design costs came in higher than anticipated; and

**WHEREAS**, there is a need for \$300,000.00 in Contract Construction for Miracle League Ballfield, project # TBD, to fulfill the Administration's pledge to provide financial support to the Memphis Miracle League, a local 501(c)(3) nonprofit, which will provide all other funding to build the following in Tobey Park in the heart of the city: the area's first fully inclusive baseball field for children and adults with disabilities, which field will also be able to accommodate soccer, kickball and other sports; the area's largest inclusive playground where children with disabilities and special needs can play on equipment specially designed for them but accessible to all children; and an area with pavilions where families and friends can gather to celebrate the uniqueness of each individual; and

**WHEREAS**, it is now therefore necessary to allocate, appropriate and transfer a sum total of Seven Hundred Thirty Thousand One Hundred Dollars and Forty-Four Cents (\$730,100.44) from Memphis Parks Capital Reserve, project # PK25104, to: (a) Galloway GC Repairs, project # TBD, in the amount of \$316,330.14 in Contract Construction to fully fund the repair of the irrigation system throughout the golf course and the installation of new shade trees; (b) Audubon Splash Pad, project PK04021, in the amount of \$63,079.00 in Architecture &

Engineering, to fully fund the design work, which design costs came in higher than anticipated, for this splash pad which is already funded in the FY26 CIP Budget; (c) Raleigh Civic Center, project CC22101, in the amount of \$46,300.00 in Architecture & Engineering for the design work, which design costs came in higher than anticipated, for this signage project which is already funded in the FY26 CIP Budget; and (d) Miracle League Ballfield, project # TBD, in the amount of \$300,000.00 in Contract Construction, to support the construction of an inclusive ballfield and playground for children with disabilities, with all other funding for the project to be provided by a local nonprofit, the Memphis Miracle League; and

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Memphis that it hereby approves the allocation, appropriation and transfer of a sum total of Seven Hundred Thirty Thousand One Hundred Dollars and Forty-Four Cents (\$730,100.44) from Memphis Parks Capital Reserve, project # PK25104, to the projects and in the amounts detailed above, and to revise the FY2026 CIP Budget accordingly.

<b><u>FROM</u></b>	<b>Project Title:</b> Memphis Parks Cap Reserve
	<b>Project Number:</b> PK25104
	<b>Amount:</b> \$76,201.68
	<b>Type:</b> Architecture & Engineering
	<b>Amount:</b> \$653,898.76
	<b>Type:</b> Contract Construction
<b><u>TO</u></b>	<b>Project Title:</b> Audubon Splash Pad
	<b>Project Number:</b> PK04021
	<b>Amount:</b> \$63,079.00
	<b>Type:</b> Architecture & Engineering
	<b>Project Title:</b> Raleigh Civic Center
	<b>Project Number:</b> CC22101
	<b>Amount:</b> \$46,300.00
	<b>Type:</b> Architecture & Engineering
	<b>Project Title:</b> Galloway GC Repairs
	<b>Project Number:</b> TBD
	<b>Amount:</b> \$320,721.44
	<b>Type:</b> Contract Construction
	<b>Project Title:</b> Miracle League Ballfield
	<b>Project Number:</b> TBD
	<b>Amount:</b> \$300,000.00
	<b>Type:</b> Contract Construction



## Memphis City Council Summary Sheet

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

A resolution to appropriate one million five hundred thousand dollars (\$1,500,000.00) for the Memphis police division CIP project PD02016, New Mount Moriah Station

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

The Division of Police Services

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

There is no change to an existing ordinance or resolution.

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

All districts

This will impact all districts.

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

This resolution does not require a new contract or amendments to the existing contract.

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

This resolution does not require an expenditure of funds.

P076



**A resolution to appropriate one million five hundred thousand dollars (\$1,500,000.00) in FY2026 CIP funding for the New Mount Moriah Station project  
PD02016**

**WHEREAS**, A resolution is needed to appropriate funds for the Memphis Police Division CIP project PD02016 New Mount Moriah Station, totaling one million five hundred thousand dollars (\$1,500,000.00); and

**WHEREAS**, there is a seven hundred fifty thousand dollar (\$750,000.00) unappropriated allocation of construction for information technology and a seven hundred fifty thousand dollar (\$750,000.00) unappropriated allocation of construction for Furniture fixture equipment in PD02016 from the FY26 Capital Improvement Program Budget; and

**WHEREAS**, it is necessary to appropriate six hundred and fifty thousand dollars (\$650,000.00) for Phase II renovation of the old building for SOR and Computer forensics to Information Technology, seven hundred thousand dollars (\$700,000.00) for a new driveway into Mt. Moriah and Mendenhall intersection to Contract Construction, and one hundred and fifty thousand dollars (\$150,000.00) to update traffic lights to Furniture Fixture and Equipment; and

**WHEREAS**, it is necessary to appropriate the total of one million five hundred thousand dollars (\$1,500,000.00) for the continuation of this project; and

**NOW, THEREFORE, BE IT RESOLVED**. by the Council of the City of Memphis that the FY26 Capital Improvement Program budget be and is hereby amended by appropriating six hundred and fifty thousand dollars (\$650,000.00) to Information Technology, and one hundred and fifty thousand dollars (\$150,000.00) to Furniture Fixture and Equipment, and seven hundred thousand dollars (\$700,000.00) to Contract Construction for a total of one million five hundred thousand (\$1,500,000.00) of G.O. bonds for the New Mount Moriah Station, project PD02016, as follows:

**Project Title:** New Mount Moriah Station

**Award:** 11426

**Project Number:** PD02016

**GO Bonds:** \$1,500,000.00

**Information Technology:** \$650,000.00

**Furniture Fixture Equipment:** \$150,000.00

**Contract Construction:** \$700,000.00



## Memphis City Council Summary Sheet

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

This is a Resolution to transfer and appropriate construction funds in the amount of \$276,103.30 from Drainage – ST Coverline, Project Number ST03205 (Award #11542) to Lillian Drainage Improvements, Project Number ST03245 for construction funds for upgrading the drainage system near Lillian Drive.

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

Public Works with Engineering administrating the project.

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

N/A

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

Project located in Council District 6 and Super District 8.

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

This requires a new construction contract.

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

This requires an expenditure of \$276,103.30 to cover total project cost and the 10% contingency required. Funding will be provided through the WIFIA Loan (Award 11542).



# RESOLUTION

This is a Resolution to transfer and appropriate construction funds in the amount of \$276,103.30 from Drainage – ST Coverline, Project Number ST03205 Lillian Drainage Improvements, Project Number ST03245 for construction funds for upgrading the drainage system near Lillian Drive. This project is in Council District 6 and Super District 8.

**WHEREAS**, the Council of the City of Memphis approved Lillian Drainage Improvements, Project Number ST03245 as part of the Fiscal Year 2026 Capital Improvement Budget; and

**WHEREAS**, it is necessary to transfer construction allocation in the amount of \$276,103.30 funded by Federal Grants CIP from Drainage – ST Coverline, Project number ST03205 to Lillian Drainage Improvements, Project Number ST03245, for the purpose as stated; and

**WHEREAS**, it is necessary to appropriate construction funding in amount of \$276,103.30 funded by Federal Grants CIP from Drainage – ST Coverline, Project Number ST03205 to Lillian Drainage Improvements, Project Number ST03245 for the purpose as stated; and

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Memphis that the Fiscal Year 2026 Capital Improvement Budget be and is hereby amended by transferring a construction allocation in the amount of \$276,103.30 funded by Federal Grants CIP from Drainage – ST Coverline, Project Number ST03205 to Lillian Drainage Improvements, Project Number ST03245 for the purpose as stated; and

**BE IT FURTHER RESOLVED** that there be and is hereby appropriated the sum of \$276,103.30 funded by Federal Grants CIP chargeable to the FY 2026 Capital Improvement Budget and credited as follows:

**Project Title:** Lillian Drainage Improvements  
**Project Number:** ST03245

**Project Expenditure:** \$251,003.00  
**Project Contingency:** \$25,100.30  
**Total Amount:** \$276,103.30



## Memphis City Council Summary Sheet

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

This is a Resolution to provide grant funding from the City of Memphis Public Works Division to the Clean Memphis; funding in the amount of \$125,000.00 per year for 3-years for clean water initiatives to be performed in various City of Memphis drainage basins.

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

Public Works

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

NA

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

This will impact various Council Districts and Super Districts.

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

This will require a new contract.

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

This requires an expenditure of funds.



# RESOLUTION

**This is a Resolution to provide grant funding from the City of Memphis Public Works Division to the Clean Memphis; funding in the amount of \$125,000.00 for clean water initiatives to be performed in various City of Memphis drainage basins.**

**WHEREAS**, it is vital to the growth and development of the City of Memphis ("City") that debris, waste, and other contaminants that affect storm water quality be removed in compliance with the City's Storm Water National Pollutant Discharge Elimination System ("NPDES") Permit; and

**WHEREAS**, the City of Memphis is committed to storm water quality and in accordance with its Storm Water NPDES Permit, has an obligation to reduce pollutants and waste from negatively impacting streams and other such natural resources within the City of Memphis limits; and

**WHEREAS**, Clean Memphis, a grassroots 501 (c) (3) organization founded in 2008 by a group of concerned citizens with the belief that a cleaner City reduces crime, promotes a sense of pride in community, and cultivates economic prosperity, receives funding from private donations and Shelby County to address litter in high profile areas of the city of Memphis and educate the public on the benefits of a cleaner community; and

**WHEREAS**, Clean Memphis has proposed to share the cost to maintain a clean water initiative for various drainage basins with the City of Memphis to remove waste and debris that would otherwise enter the storm water system thus, negatively impacting a valuable natural resource; and

**WHEREAS**, the City of Memphis Storm Water Program will make available One Hundred Twenty-Five Thousand Dollars (\$125,000) to Clean Memphis on an annual basis for a period of three (3) years to assist in funding such initiative; and

**WHEREAS**, Clean Memphis will further utilize these funds to perform public outreach and educate children on the impact pollution has to watersheds and the environment.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Memphis hereby authorizes the City of Memphis Storm Water Program to provide Clean Memphis funding in the amount of \$125,000 per year for a period of three (3) years, subject to the availability of funding; and

**BE IT FURTHER RESOLVED**, that such funding shall be provided from the Stormwater Program Operating Budget in effect at the time funding is to be made available and that such funding shall be used solely for the purpose of funding storm water quality initiatives; specifically, remediation work to be performed in various City of Memphis drainage basins; and

**BE IT FURTHER RESOLVED**, that in the event Clean Memphis fails to use the funding for stormwater quality initiatives as authorized by City, such funding shall be returned to the City Of Memphis.

T-157

## Clean Memphis Storm Water Grant Proposal

November 2025

**Requested Amount:** \$125,000 per year for three years (FY26-FY28)

Litter remains a persistent challenge across Memphis, Shelby County, and Tennessee. Clean Memphis recognizes that litter is more than just a surface-level issue. It reflects broader challenges within our waste systems and community behaviors, highlighting opportunities to strengthen waste reduction, resource recovery, and responsible disposal practices. Through targeted education, community engagement, and collaborative action, we're working to build a system that truly protects our environment and our waterways.

In addition to cleanup efforts, Clean Memphis advances this work by focusing on waste reduction, circular economy strategies, and environmental education from early childhood through adulthood.

### Program Approach

Our K–8 environmental education programs engage more than 12,000 students annually throughout 17 schools currently, with the capacity to add more. Through bi-weekly in-class lessons and our 2nd–3rd grade environmental book clubs, students gain knowledge of waste systems, resource conservation, and environmental responsibility. These programs build long-term stewardship by helping students understand their personal role in protecting their communities and waterways.

Our Community Classroom expands this learning to residents through the *Zero-Waste Master Class*, a four-part series offered online and in-person. This curriculum covers source reduction, recycling best practices, litter abatement, stormwater impacts, and strategies to build more sustainable communities. Additionally, facilitated field trips to local Materials Recovery Facilities (MRFs) provide firsthand insight into what can—and cannot—be recycled, addressing widespread misconceptions and improving recycling outcomes across neighborhoods.

By integrating education, community engagement, and practical action, Clean Memphis advances meaningful and lasting behavior change to reduce waste and protect water quality.

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### Scope of Services

#### 1. K–8 Environmental Education Program

- **Bi-Weekly Classroom Instruction:** Hands-on sustainability and waste reduction lessons aligned with state science standards.
- **Long-Term Engagement:** Students receive up to four continuous years of instruction, building a foundation for civic responsibility and environmental stewardship.

- **Environmental Book Clubs (2nd–3rd Grade):** A seven-book series covering waste reduction, litter prevention, stormwater, drinking water, and conservation. Students keep the books to build home libraries. Over 2,000 books were distributed in 2024.
- **Student-Led Action Projects:** Campus litter audits, school and neighborhood cleanups, and storm drain marking projects encourage real-world application and measurable environmental improvement.
- Collaboration with Memphis City Beautiful for a targeted litter abatement campaign in k-5 schools.
- Collaboration with Memphis Stormwater Department to promote stormwater education for Pk to adults to include but not be limited to, Lil' Pollution Preventer Art Contest (PK-5th grade), Junior Water Warriors (6th-8th grade), Green Camp (9th-12th grade), and use of storm water comic strips and videos.

## 2. Community Education & Engagement

- **Zero-Waste Class Series:** Four-part course offered online and in-person, focused on waste reduction, litter abatement, and circular systems. Storm Water's Reduce Recycle Reduce (RRR) initiative could compliment the class by providing recycled/sustainable promotional items.
- Collaboration with Storm Water Department via the existing webpage for RRR with additional information and links provided by Clean Memphis.
- **MRF Field Experiences:** Guided visits that improve recycling literacy and encourage correct disposal behaviors.
- **Workshops & Community Events:** Delivered in partnership with Memphis City Beautiful and Memphis Stormwater Department, focusing on storm drain protection, recycling best practices, and litter prevention strategies.
- **Adopt a Storm Drain Campaign:** Continued promotion of the Adopt a Storm Drain Program on our collaborative Clean Memphis Storm Water website.

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## Measuring Success

T-157

### K–8 Environmental Education

- Number of students served annually (Goal: 10,000+).
- Pre- and post-program assessments demonstrating knowledge and behavior shifts.
- Teacher feedback and classroom evaluation reports.
- Student-led sustainability projects and measurable waste reduction activities on school campuses.
- Number of referrals to Memphis storm water education programs, youth or adult from Clean Memphis programs.

### Community Education & Engagement

- Participation and completion rates in the Zero-Waste Master Class.

- Survey-based learning outcomes following MRF field trips.
- Engagement metrics from community workshops, events, and outreach efforts including the Adopt a Storm Drain Campaign. Storm drain adoptions from Clean Memphis can be tracked on the Adopt a Drain submission form and/or through number of promotional items provided by the Storm Water Department which Clean Memphis gives out for adoptions.

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**Clean Memphis is committed to reducing waste, improving local water quality, and fostering long-term environmental stewardship.**

This investment will directly expand education, engagement, and hands-on community action to reduce litter and protect our stormwater systems.