

# MLGW Agenda Committee Discussion



MLGW Committee  
February 24, 2026

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## **Fiscal Consent Totals:**

- 1. Total Fiscal Consent Approved Amount Year-to-Date – \$17,502,810.69**  
Items approved by Council through 02/03/2026.
- 2. Total Regular/Fiscal Consent Requested Amount – \$3,946,221.48**  
Items requested for 02/24/2026 meeting.
- 3. Total Regular/Fiscal Consent Year-to-Date Amount – \$21,449,032.17**  
Total of approvals and requests through 02/24/2026 meetings.

# Items for Feb. 24<sup>th</sup> Agenda

## Items approved by BOC on February 4<sup>th</sup>

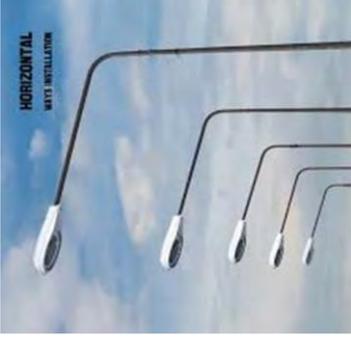
1. Resolution ratifying and approving an invoice payment, scope change, and increase (Change No. 3) to Contract No. 12390, Project Portfolio Management Software Tool Acquisition with WorkOtter, Inc. to ratify, expand the scope, and increase the current contract value in the funded amount of \$20,020.00.
2. Resolution awarding purchase order for horizontal luminaires LED 200W equivalent to Engineered Sealing Components LLC in the amount of \$361,038.08.
3. Resolution awarding purchase order for standard concrete post tops to Engineered Sealing Components LLC in the amount of \$190,838.60.
4. Resolution awarding Contract No. 12599, Heavy Duty/High Volume Utility Bill Insertion System to Bell and Howell, LLC and the associated lease agreement to Bell and Howell Capital Finance in the funded amount of \$734,820.00.
5. Resolution approving a twelve-month extension of Purchase Order Number 7054390 in the amount of \$1,643,300.00 with ATG Supply LLC for control cable.
6. Resolution approving Scope Change and Increase (Change No. 1) to Contract No. 12594, Revenue and Meter Services Support (Emergency) with Bridgewater Consulting Group, Inc. to expand the scope and increase the current contract value in the funded amount of \$350,000.00.
7. Resolution awarding Contract No. 12596, Public and Employee Education Campaign to LEAP FIVE, LLC dba Matter in the funded amount of \$475,000.00.
8. Request for approval of annual salary in the amount of \$171,204.80 for the new hire position of Director, Internal Audit. **(SAME NIGHT MINUTES REQUESTED)**

# Project Portfolio Management Software Tool Acquisition

- Requested Funding: \$20,020.00
- Award Duration: Ratification of the approval of an invoice payment, after the fact, Vendor Scope Expansion and Increase (August 1, 2025 through July 31, 2026)
- Type of Bid: RFP
- Awarded to: WorkOtter, Inc.
- Plain Language Description: The WorkOtter software is used for Project Portfolio Management. The Vendor's integration of the Power BI reporting tool aligns with the solution used for the monthly management metrics reporting - 4M Metrics Reporting.
- Impact: The Vendor product direction change is required for continued full use of the WorkOtter Project Portfolio Management Software. The software will not work without the change.



# Horizontal Luminaires LED 200W Equivalent



- Requested Funding: \$361,038.08
- Award Duration: One-Time Purchase
- Type of Bid: Sealed Bid
- Awarded to: Engineered Sealing Components LLC
- Plain Language Description: The 200W luminaires deliver intense, widespread, clear white light for large demanding environments where visibility and energy savings are crucial. The luminaires are typically installed on highways and major arterials. Purchasing 1,352 will allow us to have enough inventory on hand to keep up with replacements due to knockdowns, light failures, and to add lights where necessary in the system.
- Impact: 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.

# Standard Concrete Post Tops

- Requested Funding: \$190,838.60
- Award Duration: One-Time Purchase
- Type of Bid: Sealed Bid
- Awarded to: Engineered Sealing Components LLC
- Plain Language Description: The standard post-tops are durable, precast concrete structures designed to support lighting fixtures on major and residential streets. A quantity of 85 standard concrete post tops will be procured to maintain an adequate inventory for replacements and emergency knock-downs.
- Impact: Investing in standard concrete post-tops is a strategic commitment to a resilient electrical infrastructure.



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# Heavy Duty/High Volume Utility Bill Insertion System

- Requested Funding: \$734,820.00 (\$725,220.00 proposal amount plus \$9,600.00 in contingency)
- Award Duration: 60 months from the date of the Notice to Proceed
- Type of Bid: RFP
- Awarded to: Bell and Howell, LLC and the associated lease agreement to Bell and Howell Capital Finance
- Plain Language Description: The services rendered will be used to replace existing equipment that is over 15 years old. The equipment will be used to read, fold, insert, and apply proper postage to all MLGW residential and commercial customers' utility bills, account statements, and letters; including account cut offs and water leaks. The equipment will be used to process the 21 monthly cycles of the previously mentioned product lines which will be used to process approximately 600,000 cut sheets monthly.
- Impact: The work this equipment will process has been identified as a Critical Business Function – Level A, in the business continuity plan for MLGW's Corporate Communication area. MLGW customers that select and receive paper would be serviced by the equipment.

# Control Cable



- Requested Funding: \$1,643,300.00
- Award Duration: Twelve-Month Extension covering the period March 6, 2026 through March 6, 2027
- Type of Bid: Extension of Purchase Order Number 7054390
- Awarded to: ATG Supply LLC
- Plain Language Description: This request is to formally extend Purchase Order Number 7054390 with ATG Supply LLC. In substations and transformer banks, control cable acts as the "nervous system," connecting several types of low-voltage communications between high voltage protective equipment and remote-control centers.
  - Cable 5/C #9 CU 600V substation control cable  
Approximate Quantity: 100,000 Ft.
  - Cable 19/C #9 CU 600V substation control cable  
Approximate Quantity: 100,000 Ft.
  - Cable 9/C #9 CU 600V substation control cable  
Approximate Quantity: 100,000 Ft.
  - Cable 12/C #14 CU 600V substation control cable  
Approximate Quantity: 30,000 Ft.
- Impact: The control cable will be ordered as needed to ensure we have adequate inventory for new substations and transformer banks.

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# Revenue and Meter Services Support

- Requested Funding: \$350,000.00 (\$300,000.00 plus \$50,000.00 in contingency)
- Award Duration: Scope Change and Increase (April 3, 2025 through April 2, 2026)
- Type of Bid: Emergency Award Ratification
- Awarded to: Bridgewater Consulting Group, Inc.
- Plain Language Description: This change is to expand the scope of the current contract for Bridgewater Consulting Group, Inc. services to support stabilization, improvement of the Customer Experience, and Energy Services (CEES) Business Unit.
- Impact: The Consultant will provide expertise in: 1) Organizational Planning; 2) Workforce Optimization; 3) Goal Setting Performance Management; 4) Cross-Function Coordination; and 5) Business Planning and Risk Mitigation.

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# Public and Employee Education Campaign

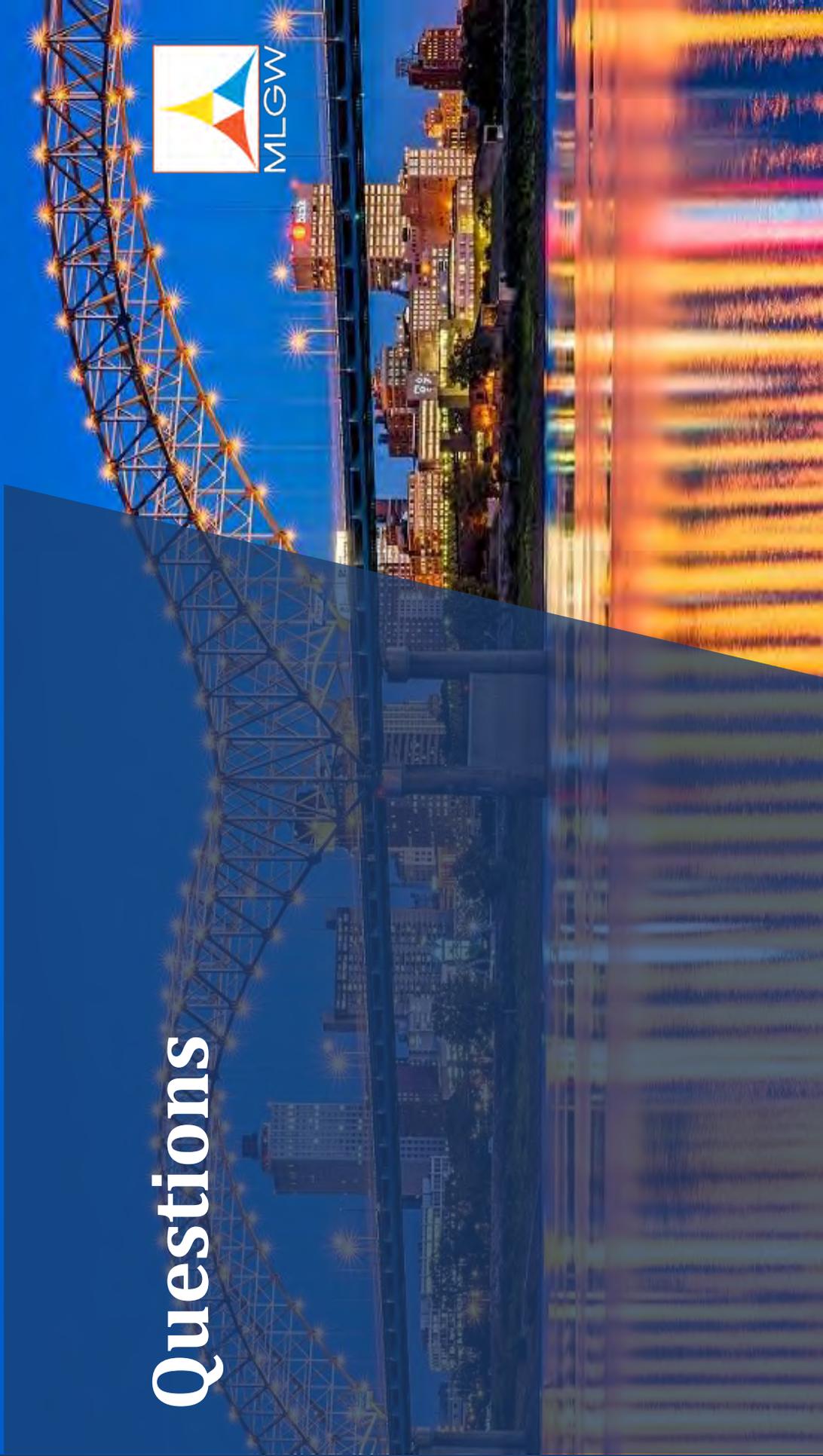
- Requested Funding: \$475,000.00
- Award Duration: One (1) year from the date of the Notice to Proceed with an option of one (1) annual renewal
- Type of Bid: RFP
- Awarded to: LEAP FIVE, LLC dba Matter
- Plain Language Description: MLGW will work with a marketing firm to develop and implement a comprehensive education campaign aimed at improving MLGW's image amongst customers, by making sure our employees are excellent brand ambassadors. The selected agency will create a strategy that enhances customer perception and engages employees in adopting and fostering a positive brand reputation.
- Impact: This work with a marketing firm will help to define what employees and the public need most from MLGW. The firm will help determine the right messaging that resonates best with our customer base to help educate the public about MLGW's assistance programs such as payment assistance, and weatherization opportunities.

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# Request for salary approval for new hire to fill the position of Director, Internal Audit.

- Requested Funding: \$171,204.80
- Award Duration: N/A
- Type of Bid: N/A
- Awarded to: N/A
- Plain Language Description: The President & CEO and the Interim Chief People Officer have recommended to the Board of Light, Gas, and Water Commissioners that they approve an annual salary of \$171,204.80 for a new hire position: Director, Internal Audit, subject to the consent and approval of the City Council of the City of Memphis.

# Questions





MLGW

# Jan 2026 Winter Weather Event

February 18, 2026

# Bottom line up front:

- Winter storm Fern drove up prices that suppliers charge MLGW for the natural gas we use to serve our customers.
- Combined with increased customer demand for natural gas, customer bills for gas are higher than in other months this winter.
- This will also impact bills for electricity, since 44% of electric generation during the storm was powered by natural gas.
- This happened across the nation.
- Because MLGW purchases and stores natural gas in the summer when prices are lower, we were able to use that gas during this storm to help keep bills from being even higher
  - MLGW paid \$46M for gas during the storm. Without storage, we would have paid \$61M



# Winter Storm Fern

Winter Storm Fern was a large, multi-state winter storm that brought:

- Prolonged sub-freezing temperatures
- Ice accumulation
- Snow and hazardous travel conditions
- Sustained Arctic air across much of the central and southern United States

Winter Storm Fern caused extended periods of extreme cold, significantly increasing residential and commercial heating demand.

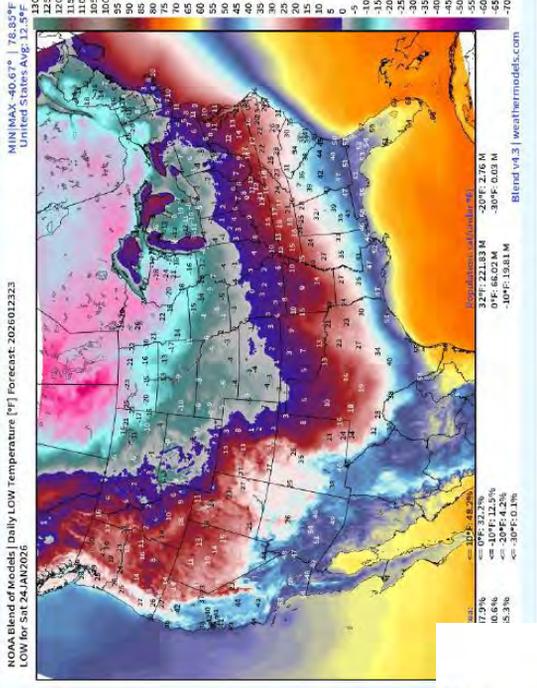
Winter Storm Fern brought prolonged extreme cold, driving national natural gas demand to elevated levels and causing wholesale price spikes and higher storage withdrawals.

These market conditions, combined with increased customer usage, led to higher utility bills nationwide, including Memphis.



# In The News

**An arctic blast brought brutal cold and catastrophic snow and ice. More than 66 million people at or under 0°F on Saturday, Jan. 23**



**Winter Storm Fern shuts in 18.3 bcfd of US gas production at its peak**

Cumulative freeze-offs projected to exceed 120 bcf, ranking among the most impactful winter events in recent memory



The geographic spread tells its own story of widespread vulnerability. The Permian Basin saw nearly half of all freeze-offs with 8.8 bcfd shut in. But perhaps more telling was the record-breaking 5.1 bcfd of losses in Northern Louisiana and East Texas, about 28% of production in the region, which outperformed estimates due to freezing rain and icy conditions.



**Freeze-Offs Near Record, Setting Stage for Natural Gas ‘Deliverability’ Issues and Upside Volatility**

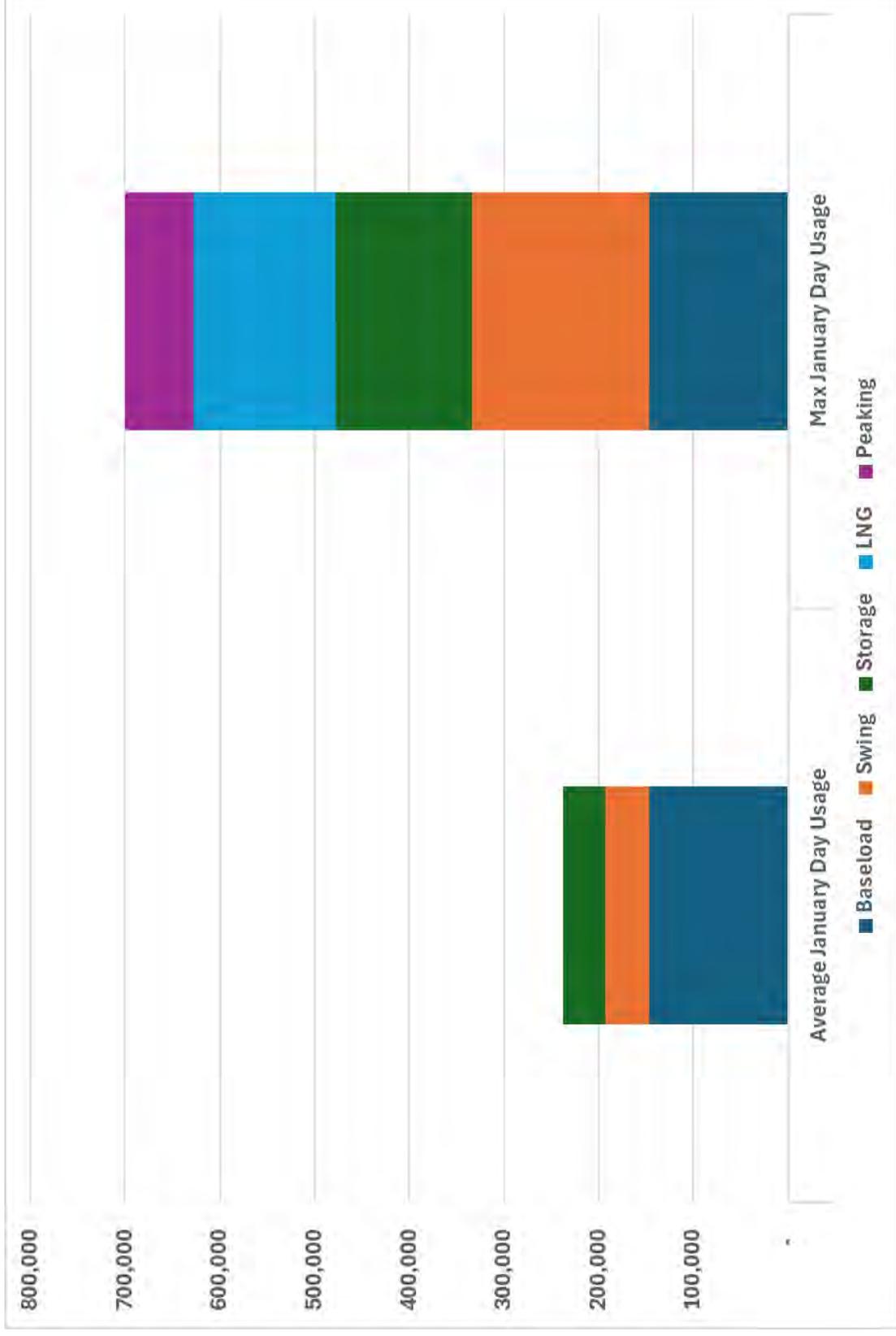


**Historic natural gas freeze-offs as arctic weather drives production losses to near-record levels**

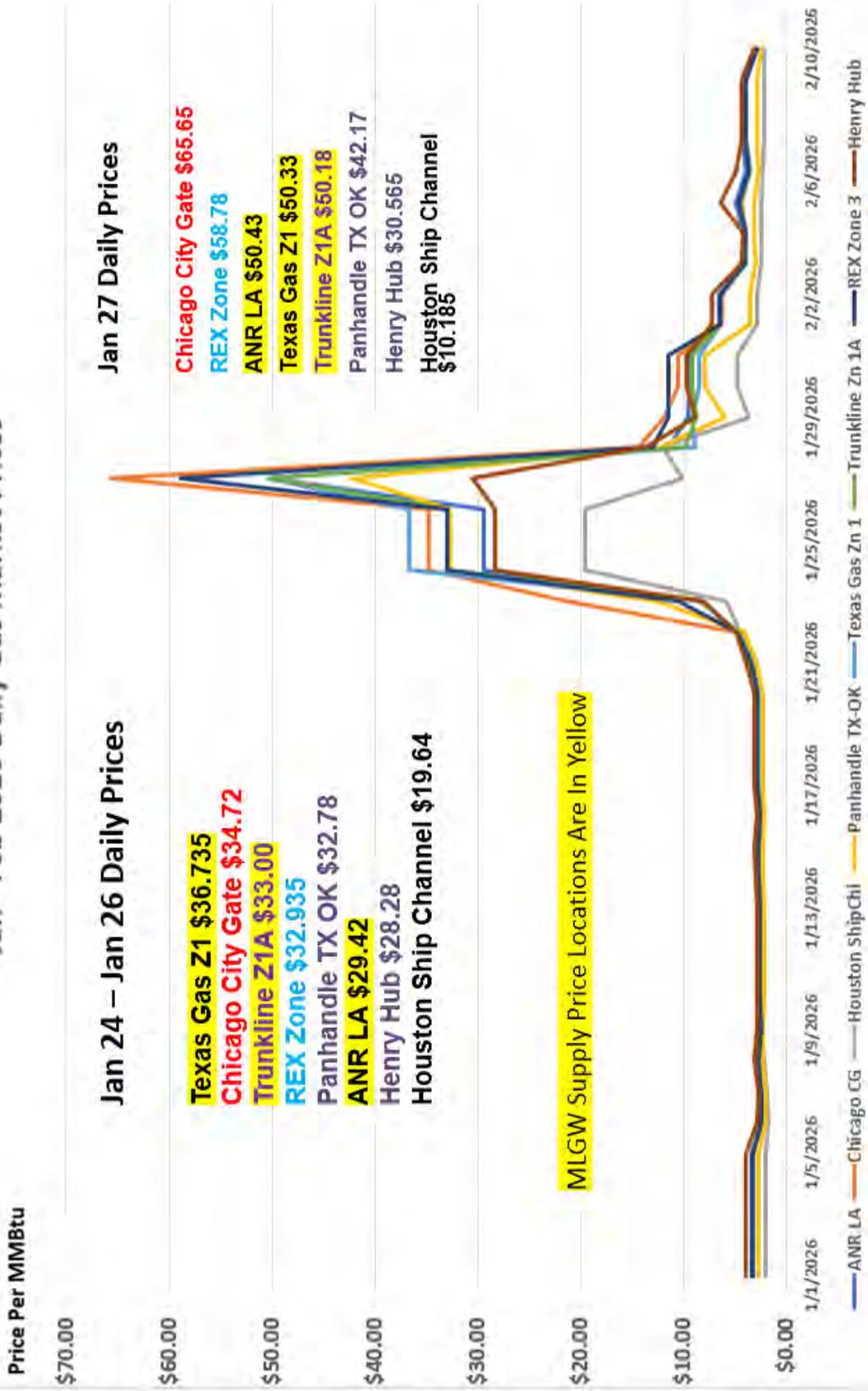
Single-day freeze-off reaches 17 BCF on January 25th, approaching Winter Storm Uri levels as intense cold drives historic price spike



# Gas Portfolio



## Jan - Feb 2026 Daily Gas Market Prices



**MLGW**

# Gas Cost Per Supply Type

Period: Sat Jan 24 through Sat Jan 31, 2026

## Actual Winter Storm Asset Distribution:

Deal	Price Method	Volume	\$/MMBtu	Cost of Gas
Baseload	Monthly	1,170,400	\$4.11	\$4,810,344.00
Swing	Daily	1,467,900	\$26.33	\$38,642,836.52
LNG	Summer Refill	180,000	\$4.00	\$720,000.00
TGT Storage	Summer Refill	492,064	\$4.00	\$1,968,256.00
		3,310,364		\$46,141,436.52

## Winter Storm Asset Distribution Using Baseload and Daily Swing Purchases Only:

Deal	Price Method	Volume	\$/MMBtu	Cost of Gas
Baseload	Monthly	1,170,400	\$4.11	\$4,810,344.00
Swing	Daily	2,139,964	\$26.33	\$56,335,090.27
LNG	Summer Refill	0	\$4.00	\$0.00
TGT Storage	Summer Refill	0	\$4.00	\$0.00
		3,310,364		\$61,145,434.27
	Difference	0		\$15,003,997.75



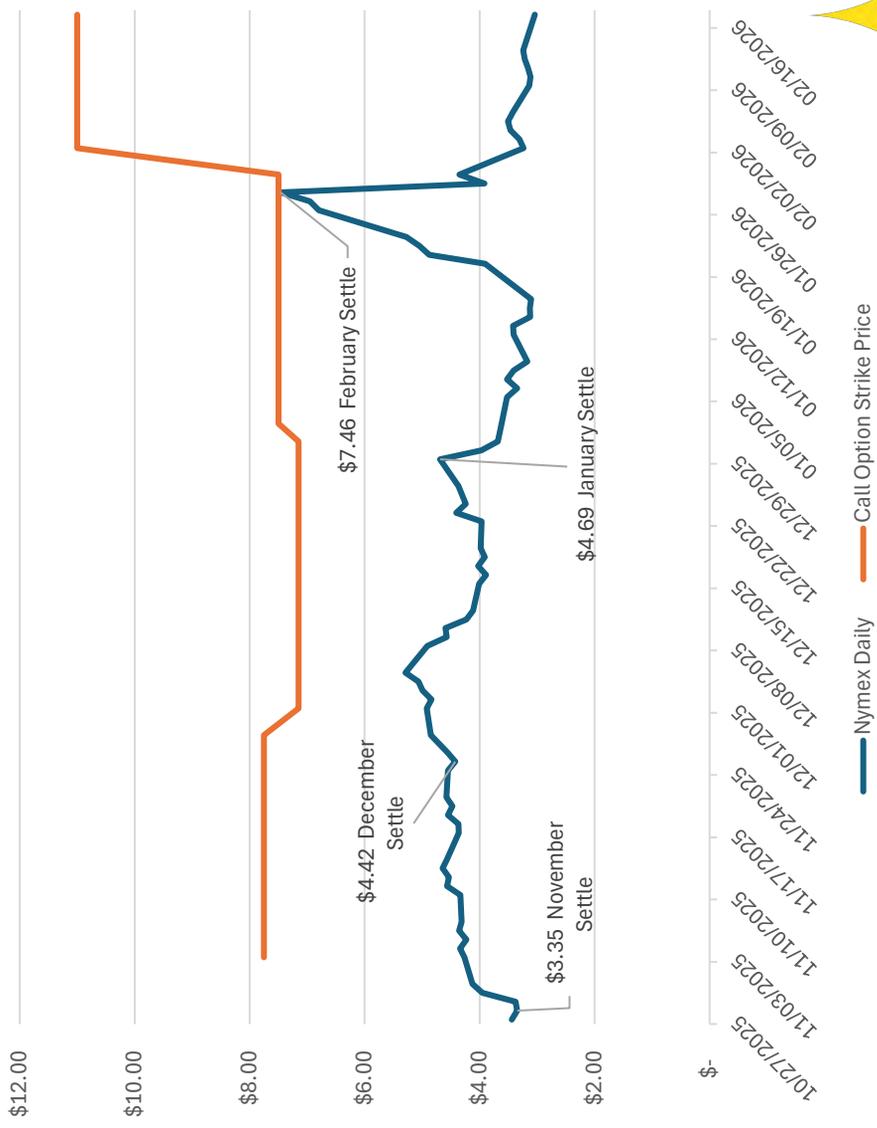
**MLGW**

# MLGW Natural Gas Hedging Program

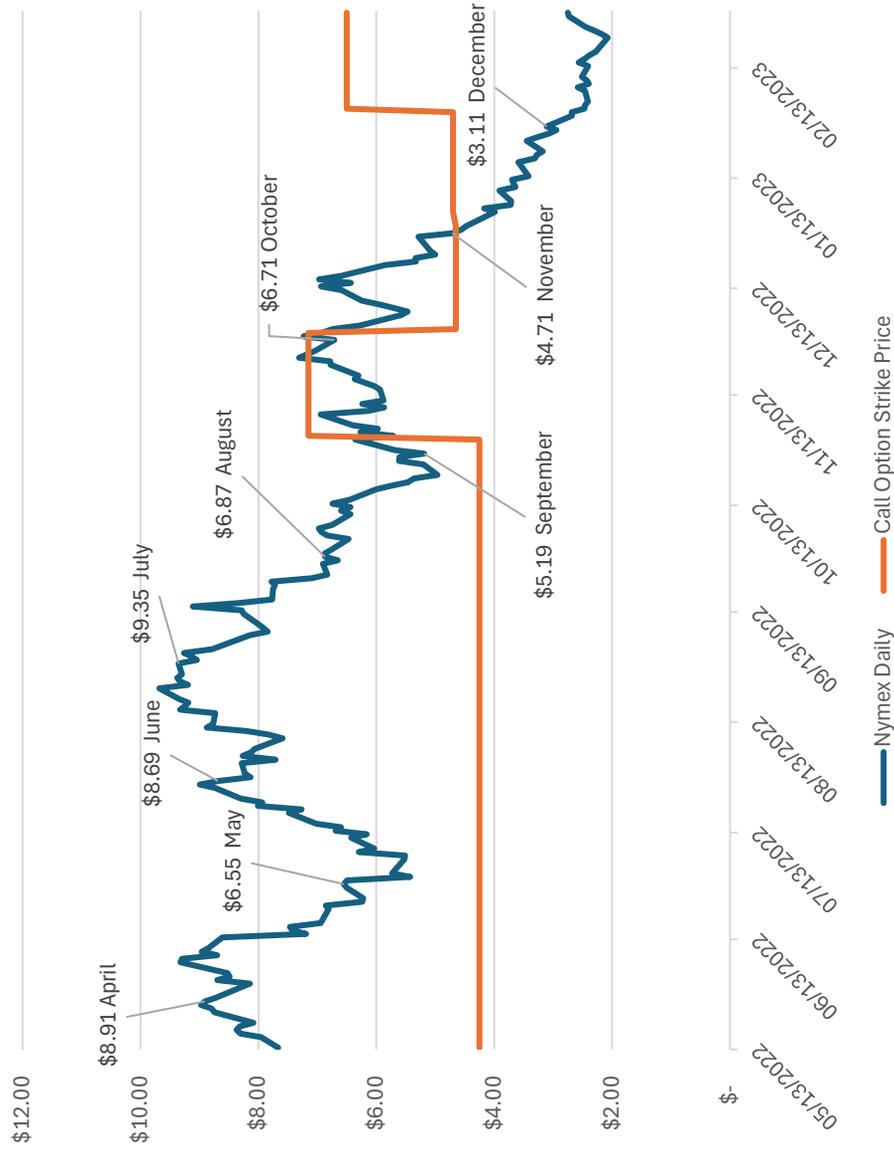
- Works like insurance if something crazy happens to gas prices for a prolonged period
- MLGW buys call options to set a price in case prices go way up
- Mostly used in winter months (Nov-Feb), when people use the most gas
- 2,644 contracts for plenty of coverage
- Around \$2 million a year, less than 60 cents a month per customer
- Aims to keep the average customer's gas bill at about \$200 if prices get really bad for an extended period

# Hedging Performance Charts

MLGW Strategic Hedging Performance 2025/2026



MLGW Strategic Hedging Performance 2022



# Total Customer Bill Impacts

- Feb-26 data is through 9 billing cycles of 21 total billing cycles.
- Average bill amounts increased by \$146.83
  - Consumption increased month-to-month in each division. This caused a \$73.23 (50% of the change) increase in the average bill.
  - Natural gas prices increased over the period due to the winter storm and electric FCA rates increased causing a \$73.60 (50% of the change) increase in the average bill.

Service	Jan-26		Feb-26	
	Cons	\$	Cons	\$
Electric	1,027.7	\$142.70	1,225.4	\$168.86
Gas	113.2	\$85.30	172.4	\$204.27
Water	8.6	\$20.15	9.0	\$21.85
Total		\$248.15		\$394.98
Total Change in Revenue				\$146.83
Change in Revenue Due to Consumption				\$73.23
Change in Revenue Due to Prices				\$73.60



# Customer Impact Communication

## Warning of Higher February Bills

- Alerted customers to expect higher utility bills following prolonged extreme cold
- Explained increased consumption and elevated natural gas commodity costs
- Encouraged conservation and bill monitoring
- Provided early warning prior to the February billing cycle



### MLGW cautions customers about higher bills

*Cold temperatures lead to higher energy consumption and higher bills.*

**(February 4, 2026)** – Winter Storm Fern did not bring many outages, but Memphis did experience deeply cold and persistent temperatures for over 18 days. Our water crews worked around the clock addressing more than 120 water main breaks and more than 1,100 calls from residents and businesses with broken pipes. MLGW was proud to provide reliable utilities so our customers could stay warm and comfortable. However, the safety and comfort experienced in homes across the Mid-South will translate to higher usage and, consequently, higher bills.

Nationally, recent cold led to the third highest level of natural gas consumption ever. “We all used a lot more gas and a lot more electricity,” MLGW President and CEO, Doug McGowen told Memphis City Council members on Tuesday. He also added some words of caution. “I just want to let everybody know ahead of time, before the February bills come, there will be a little sticker shock.”



MLGW encourages customers to make payments or arrangements as disconnections resume. MLGW doesn't want any of its customers to lose services. Don't wait. Customers should take action now.

Customers can check their balances in My Account. (Sign up in the MLGW app or on [mlgw.com](http://mlgw.com) with 16-digit account number and access code on the bill.) Customers can also call (901) 544-6549 and make arrangements through MLGW's automated system or with a Service Advisor.

-ENDIT-

*Memphis Light, Gas and Water is the largest three-service public power utility in the nation, serving the residents of Memphis and Shelby County, Tennessee since 1939. MLGW consistently provides customers with rates that are amongst the lowest in the nation and stewards a water supply from artesian wells that is minimally treated. Actively engaged in promoting the prosperity of Memphis and Shelby County, MLGW supports the seven local chambers in its service area and makes doing business with local, minority- and women-owned business a priority. Deeply rooted in the community, its employees generously donate time and money in support of bettering the Greater Memphis area.*

A background image showing a person in a call center setting, likely a service advisor, with a blurred office environment.

**YOUR FEBRUARY  
MLGW BILL WILL BE  
HIGHER THAN USUAL.**

If you think you will need help with your bill, or if you have received a cut-off notice, please do not wait to reach out to us!

- Call (901) 544-6549
- Visit [mlgw.com/paymentoptions](http://mlgw.com/paymentoptions)

The MLGW logo is located in the bottom right corner of the graphic.

# Customer Impact Communication

## Media Coverage

- FOX 13: MLGW warns customers of higher utility bills after winter storm
- ABC 24: MLGW warns of higher February bills following winter storm impact – Local Memphis
- WREG TV: MLGW bills will be high in February, utility warns
- WREG News Channel 3: MLGW offers payment plan for customers facing high utility bills
- Action News 5: Mayor Young warns residents of pricey MLGW bills after ice storm

## Mayor Young warns residents of pricey MLGW bills after ice storm



MLGW offers payment plan for customers facing high utility bills

WREG News Channel 3  
278K subscribers

Subscribe

16

Share

# Customer Support and Payment Assistance

- MLGW did not disconnect customers for non-payment for two weeks
- Payment arrangements available for qualifying customers
- Extended payment options to prevent service interruption
- Customers urged to contact MLGW before due dates
- Payment plans accessible via website, My Account portal or Customer Care

**DON'T WAIT!**

**DISCONNECTS ARE RESUMING. WE CAN HELP.**

Call 901-544-6549  
Check Balances in My Account  
mlgw.com/utilityassistance

# Reliable Today. Ready for Tomorrow.

**During Winter Storm Fern, MLGW:**

- Communicated early
- Explained national market conditions
- Provided customer support solutions
- Maintained leadership visibility





## Memphis City Council Summary Sheet

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

**Resolution approving the sale of City-owned parcels known as 369 N. Main Street and 371 N. Main Street, Memphis, TN 38103, Parcel ID# 001016 00003 and 001016 00002 respectively.**

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

**Division of Housing & Community Development**

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

**Not applicable**

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

District 7  
Super District 8

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

Yes – this item involves execution of a Purchase and Sale Agreement with ALSAC

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

No expenditure of City funds is required. This item results in revenue of \$465,000, which will be returned to the TDZ surplus revenue account as required by Ordinance 5637.

Resolution-Division of Housing and Community Development



**A Resolution approving the sale of City-owned parcels known as 369 N. Main Street and 371 N. Main Street, Memphis, TN 38103, Parcel ID# 001016 00003 and ID# 001016 00002 respectively**

**WHEREAS**, the City of Memphis Division of Housing & Community Development (“HCD”) owns a parcel known as 369 North Main Street, Memphis, TN 38103 (“Parcel A”) and further identified by Shelby County Tax Assessor as Parcel # 001016 00003 containing 0.084 acres, more or less; and

**WHEREAS**, the City of Memphis Division of Housing & Community Development also owns a parcel known as 371 North Main Street, Memphis, TN 38103 (“Parcel B”) and further identified by Shelby County Tax Assessor as Parcel # 001016 00002 containing 0.166 acres, more or less; and

**WHEREAS**, HCD purchased Parcel A and Parcel B (collectively “the Parcels”) in 2017, for a purchase price of \$518,270.97, based on an independent appraisal obtained by HCD. The Parcels were purchased with surplus annual revenues from the Downtown Tourism Development Zone (the “TDZ”); and

**WHEREAS**, the Parcels were purchased as part of HCD’s efforts to ensure that redevelopment of the Pinch District occurred in accordance with the adopted development plan for the Pinch District; and

**WHEREAS**, having determined that market conditions within the Pinch District improved such that it was no longer necessary for HCD to redevelop the Parcels itself, HCD issued a Request for Proposals for the Parcels on April 14, 2022 (RFP # 71567); and

**WHEREAS**, no award was made after said RFP; and

**WHEREAS**, HCD has now determined that the sale of the Parcels would be in furtherance of the redevelopment goals of the Housing and Redevelopment Act of 1974, 2 USC 5301 et seq., as well as generating increased tax revenue and eliminating maintenance cost for the City of Memphis; and

**WHEREAS**, American Lebanese Syrian Associated Charities, Inc. (“ALSAC”) is furthering development in the Pinch District to continue to stabilize the area surrounding their campus and has requested to purchase the property at \$465,000; and

**WHEREAS**, Per Real Estate City Ordinance Section 2-16-1 (F) – City has the authority to dispose of property acquired for redevelopment purposes upon first reading if said conveyance furthers the City’s redevelopment goals. This disposition supports the continued investment and redevelopment of the Pinch District; and

**WHEREAS**, because the purchase of the Parcels was accomplished using surplus annual revenues from the TDZ, proceeds of the sale of the Parcels may be returned to the TDZ surplus revenue account to be used

Resolution-Division of Housing and Community Development

for debt service on TDZ bonds and other eligible TDZ costs, in accordance with City Ordinance 5637, Amendment to Section 2-291(I) of the City's Code of Ordinance; and

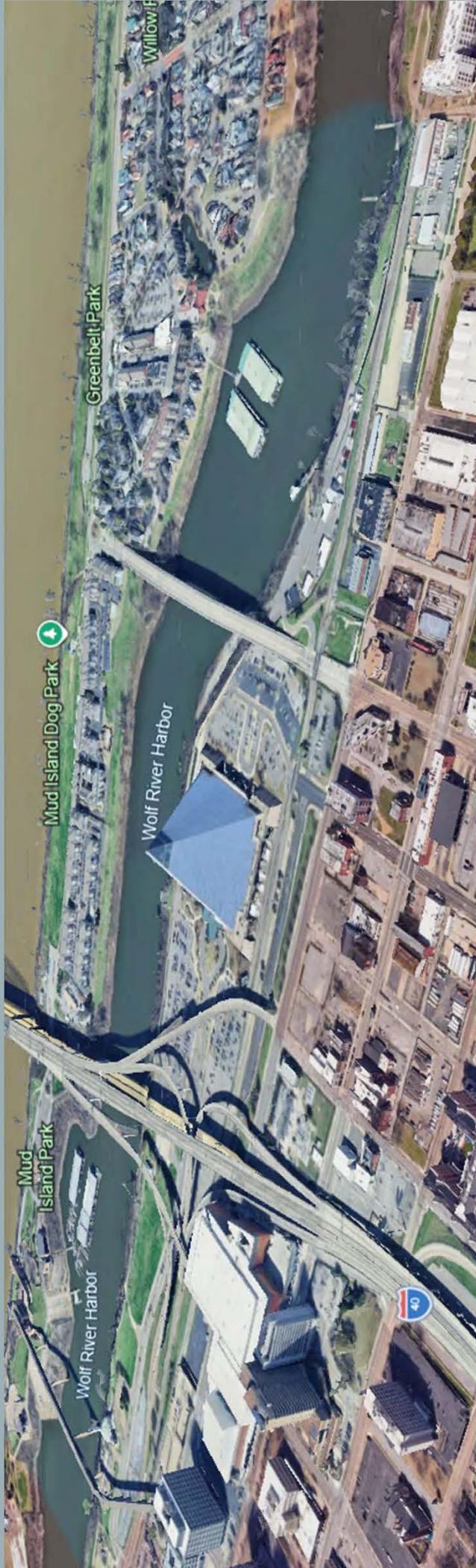
**WHEREAS**, it is deemed to be in the best interest of the citizens of the City of Memphis and County of Shelby that said sale be accepted subject to City Ordinance 5637, Amendment to Section 2-291(F)1 of the City's Code of Ordinance.

**NOW, THEREFORE BE IT RESOLVED** by the Council of the City of Memphis that the offer made by ALSAC, on the above-described Parcels is hereby accepted, subject to the City Ordinance 5637, Amendment to Chapter 2, Article V, Division 2, Section 1, Section 2-291(F)1 which states in part, "Property acquired by the city for redevelopment purposes may be conveyed upon such terms and conditions as it deems proper and without regard to the conveyance procedure outlined in subsection A of this section, upon passage of a resolution authorizing such sale or conveyance by the city council upon first reading, which reading shall be final."

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

**BE IT FURTHER RESOLVED**, that in accordance with TCA §7-88-101 et seq of the Convention Center and Tourism Development Financing Act of 1998, as amended (the "TDZ Statute"), the proceeds from the sale and conveyance of the Parcels will be returned to the TDZ surplus revenue account to be used for TDZ debt service and any other eligible costs related to the TDZ.

# HCD Committee



# Sale of City-Owned Property 369 & 371 N Main Street – Pinch District

February 24, 2026

# Project Overview

## Background

- City acquired 369 & 371 N Main St in 2017 using Downtown TDZ surplus funds.
- Intended to guide redevelopment consistent with Pinch District plan.

## Property

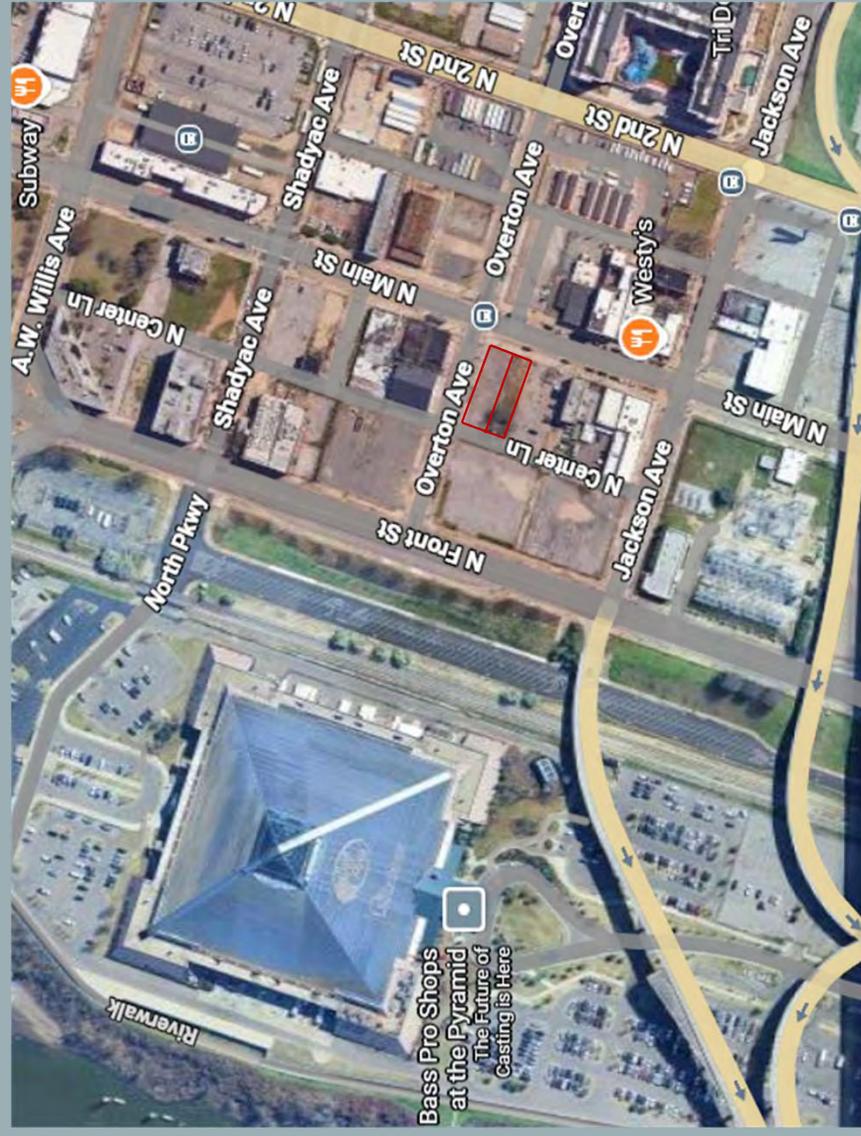
- 369 N Main St – 0.084 acres
- 371 N Main St – 0.166 acres

## Proposed Buyer

American Lebanese Syrian Associated Charities, Inc.

## Purpose & Public Benefit

- Supports surrounding institutional investment
- Increased tax revenue
- Eliminates City maintenance cost
- Advances redevelopment goals



# Financial Summary

Item	Amount
City Purchase Price (2017)	\$518,270.97
Proposed Sale Price	\$465,000
Funding Source (Original Purchase)	TDZ Surplus Revenue
Sale Proceeds Use	Returned to TDZ account



T-227



## Memphis City Council Summary Sheet

(Revised January 28, 2026)

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

Resolution to approve Option to enter into a 50-year Ground Lease for the construction and operation of up to 60 residential apartments as part of the Historic Melrose School Revitalization.

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

Division of Housing & Community Development

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

Not applicable

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

District 4 & Super District 8

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

Requires a new Option to Lease Agreement with private developer.

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

Not Applicable

**7. If same night minutes are requested, state the reason for the urgency.**

Developer needs executed Option in order to apply for Low-Income Housing Tax Credits (LIHTC) this month.

T-227



**A Resolution approving the Option to enter into a 50-year Ground Lease for the construction and operation of multifamily residential apartments on the upper two floors of the Historic Melrose School Building and multifamily residential affordable townhome and apartment units on an additional 1.03 acres of the site with Melrose Housing Partners, LLC.**

**Whereas**, the Historic Melrose School Revitalization is an Accelerate Memphis project to preserve and restore said historic school, containing a newly constructed branch library of Memphis Public Libraries with a genealogy center on the first floor, and construction of residential apartments on the upper two floors through a public-private partnership. See Attachment A for an Executive Summary; and

**Whereas**, the City owns the real property located at 843 Dallas Street, consisting of the second and third floors of the Historic Melrose High School Building (the "Historic Building") and an additional 1.03 acres of land (the "Adjacent Land"); and

**Whereas**, said property is depicted on Attachment B and is bordered by Douglass Avenue on the north, Dallas Street on the east, a severance line on the south and west, identified as Parcel # 06102400004, and has a general address of 843 Dallas Street; and

**Whereas**, the City issued RFP #39261, a real estate development opportunity for Historic Melrose High School, and Blues City Developers, LLC was selected as the private developer based on the company's experience with real estate developments and their capacity to undertake this project; and

**Whereas**, Blues City Developers, LLC and Self Tucker Architects share the same principal, and Self Tucker Architects subsequently entered into a development agreement with the City for the project; and

**Whereas**, the development agreement acknowledged John Stanley, Inc as the affordable housing development partner, with Self Tucker Architects acting as architect of record; and

**Whereas**, John Stanley, Inc formed Melrose Housing Partners, LLC ("Lessee") for the purpose of developing, owning, and operating the project, and further recommend that the City as "Lessor" execute an Option to lease agreement to Lessee while City maintains ownership of the land and first floor of the Historic Building; and

**Whereas**, Lessee, desires to lease the property from the City for the purpose of developing the property by building a minimum of fifty-one (51) affordable housing units to be leased to tenants having 80% or lower of the area median income (the "Redevelopment Project"), with said project on Attachment B and detailed Parcel 1 site plan on Attachment C; and

**Whereas**, Lessee, will utilize previously appropriated congressionally directed Community Project Funding, and secure private capital for the construction, ownership and operation of the Redevelopment Project; and

**Whereas**, if approved, the City would execute an Option to Lease Agreement as outlined in Attachment D for the Redevelopment Project with an expiration of December 31, 2026; and

**Whereas**, when the Lessee provides Notice of Exercise prior to the expiration date, the City will execute a Lease Agreement for a term of fifty (50) years at the annual lease price of one (1.00) dollar, and the Lease agreement provide that the City shall have the right to approve the property management company and to remove the property manager if there are substantial maintenance and/or management issues that are not resolved; and

**Whereas**, the Lease Agreement shall contain a reversionary clause providing that the property shall revert back to the City if the Redevelopment Project has not begun vertical construction within twenty-four (24) months after Lease execution; and

T-227

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Memphis that the Option for long-term lease for the above-described Redevelopment Project property with Melrose Housing Partners, LLC is hereby approved; and

**BE IT FURTHER RESOLVED**, that the City of Memphis Real Estate Department shall arrange for the execution of the Option to Lease Agreement, and that the Mayor of the City of Memphis is hereby authorized to execute said Option and any other documents necessary to exercise the Option.

## Attachment A

# Historic Melrose Revitalization: Affordable and Senior Housing Executive Summary

### Background & Purpose

The Historic Melrose Revitalization is an Accelerate Memphis project to preserve and restore the Historic Melrose High School Building. The 1st floor (complete) includes Orange Mound's first Memphis Public Library branch, and a genealogy center. The housing redevelopment will construct quality, affordable housing:

- 24 senior apartment units on upper two floors of historic building
- 27 townhome style units constructed on-site
- All units restricted to 80% AMI

### Budget & Funding Sources

- Total Development Cost: \$19,964,311
- City Funding Commitments: \$6.8M · Congressionally Appropriated CPF; MAHTF; CIP; CDBG
- Seeking funding from: LIHTC, Construction Loan

### Lease Option Overview

- Option for 50-year Ground Lease (\$1/year) to Melrose Housing Partners LLC for 3 parcels: Floors 2&3 of Melrose Building + 1.03 acre site along Douglass Ave and Dallas St
- Exercise of Option contingent on: title insurance, securing of all funding, award of PILOT, zoning approvals
- HCD has the right to approve property management company and remove/replace if substantial management or maintenance issues are unresolved



### Progress & Schedule

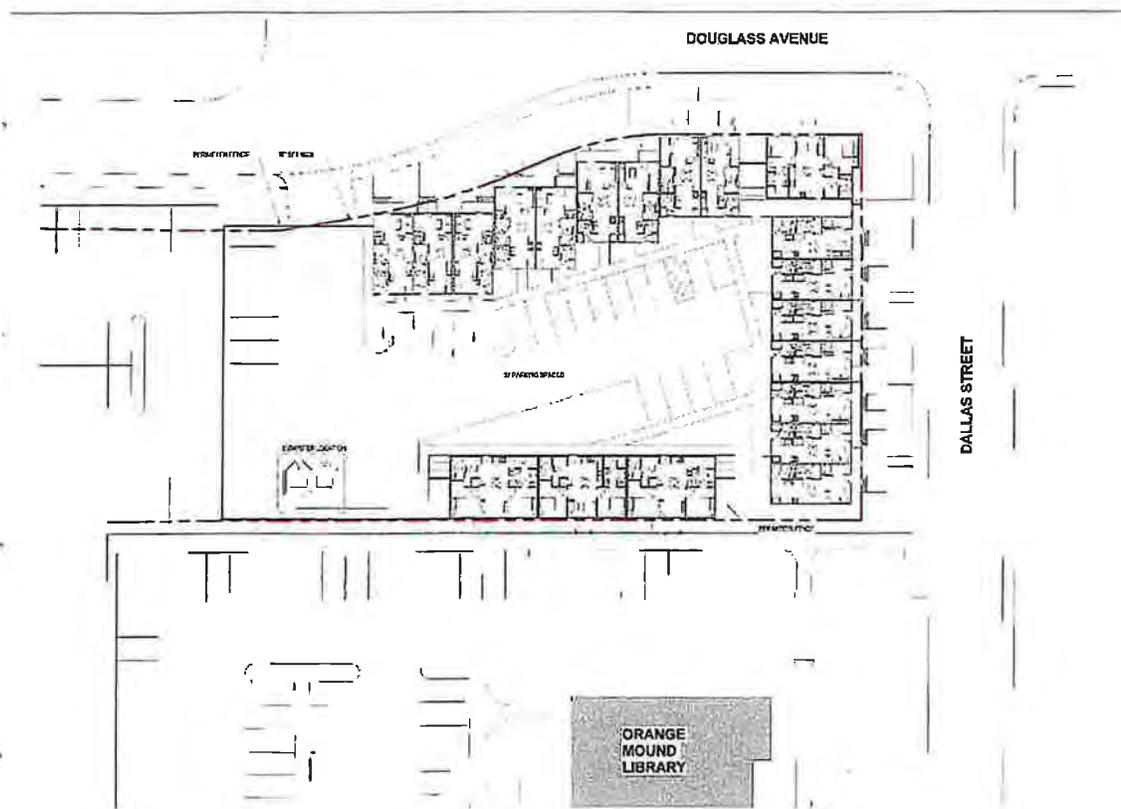
- Awarded \$1M from MAHTF; MHA Project-Based Vouchers; MHA PILOT
- Re-Zoning Approved: July 2025
- Awarded MHA PILOT: December 2025
- Execute Lease Option: February 2026
- Applying for LIHTC 4%: February 2026
- Construction Finance Closing: December 2026
- Execute Lease Agreement: December 2026
- Begin Construction: December 2026
- Construction Completion: May 2028
- Lease-up: July 2028





**Attachment C**

**The Redevelopment Project, as known as Historic Melrose School Revitalization – Parcel 1**



**Attachment D**

**OPTION TO LEASE AGREEMENT**

**THIS OPTION TO LEASE AGREEMENT** (the "Agreement") is entered into as of the date of execution, by and between the **CITY OF MEMPHIS**, (the "City" or "Lessor"), and **MELROSE HOUSING PARTNERS, LLC**, a Tennessee Domestic Limited-Liability Company (LLC) organized and existing under the laws of the State of Tennessee (the "Lessee" and, together with the Lessor, the ("Parties")).

**RECITALS**

**A.** City owns the real property located at 843 Dallas Street in the City of Memphis, Tennessee as further described on **Exhibit A** attached hereto (the "Property"). Property consists of the second and third floors of the Historic Melrose High School Building and an additional 1.03 acres of land.

**B.** Lessee desires to Lease Property from City for the purpose of developing Property by building up to Sixty (60) affordable housing units, defined as being leased to tenants having 80% or lower of the area median income (the "Redevelopment Project").

**C.** City is willing to grant Lessee an Option to lease Property and to ultimately Lease Property to Lessee upon the conditions described herein.

**AGREEMENT**

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

**Section 1. Grant of Option.**

City hereby grants to Lessee an option to Lease Property at the times and on the terms and conditions set forth in this Agreement (the "Option"). Lessee's right to exercise the Option is subject to the condition that Lessee may only acquire Property for the purpose of completing Redevelopment Project. Lessee acknowledges and agrees that it has investigated the condition of Property and its suitability for Redevelopment Project and, as of the date hereof, is not aware of any defect in Property that would prevent the exercise of the Option or the completion of Redevelopment Project. Lessee acknowledges that the exercise of the Option is contingent upon the approval of the Land Use Control Board.

**Section 2. Term of Option.**

The initial term of the Option shall begin on February 9, 2026 and shall expire on December 31, 2026 unless otherwise agreed to in writing by Parties.

**Section 3. Rights to Terminate.**

Notwithstanding the foregoing, Parties may, in its sole discretion, terminate this Agreement at any time prior to the earlier of (1) December 31, 2026 or (2) the date on which the Notice of Exercise is given by providing written notice of such termination to City. Upon such termination, the Option described herein shall be null and void.

**Section 4. Manner of Exercising Option.**

(a) Lessee shall exercise the Option by delivering to City, during the term of the Option, a written notice of its election to exercise the Option (the "Notice of Exercise"). The Notice of Exercise must state that the Option is exercised without condition or qualification and state a closing date for the lease acquisition of Property between 30 and 90 days from the date of the Notice of Exercise (provided, however, City may, in its sole discretion, agree to an alternate date) and certify that the conditions described in (b) below have been satisfied or will be satisfied by the closing date set forth in the Notice of Exercise.

(b) Notwithstanding anything to the contrary contained herein, Lessee shall not deliver the Notice of Exercise to City unless the following conditions have been satisfied or will be satisfied as of the closing date:

- (1) Lessee has obtained a commitment for title insurance for Property;
- (2) Lessee has received all zoning approvals required to complete Redevelopment Project;
- (3) Lessee has, or has commitments to receive, all funding and financing necessary to complete Redevelopment Project; and

(4) City and Lessee have entered into a Redevelopment Agreement relating to Redevelopment Project which provides the following:

- a. Lessee shall develop Property by building a minimum of Fifty-One (51) affordable housing units;
- b. Redevelopment Project shall be 100% affordable and shall be leased to tenants having 80% or lower of the area median income;
- c. Lessee will apply for Project Based Vouchers from the Memphis Housing Authority which will require approximately 25% of the units be leased to MHA Waitlist Tenants;
- d. City shall provide a \_\_\_\_\_ loan to Lessee which will act subordinate debt in the amount of \_\_\_\_\_ for a term of \_\_\_\_\_ at an interest rate of \_\_\_\_\_%, payable out of cash flow; and
- e. Lessee will also seek approval of a PILOT for Redevelopment Project.
- f. Lessee shall comply with the requirements of Department of Housing and Urban Development to be eligible for the award of Three Million Dollars No/Cents (\$3,000,000.00) of congressionally directed Community Project Funding;

(5) City and Lessee shall enter into a Lease Agreement which provides the following:

- a. the Lease Agreement shall have a term of Fifty (50) years at the annual Lease price of One (1.00) Dollar;

b. the Lease Agreement shall contain a reversionary clause providing that the property shall revert back to City if vertical construction has not begun for the development of Property within Twenty- Four (24) months after Lease execution;

c. the Lease Agreement provide that City shall have the right to approve the property management company and, within City's sole discretion, remove the property manager if there are substantial maintenance and/or management issues that are not resolved.

d. as a precondition of exercising this Option and prior to the signing and closing of the subject Lease, Lessee must provide proof of acceptance and established participation in the MHA PILOT offered through the Health Educational and Housing Facility Board.

#### **Section 5. Indemnification.**

Lessee shall indemnify, defend, save and hold harmless City and its officers, agents and employees from and against any and all claims, losses, demands, suits, actions, penalties, damages (consequential or otherwise), settlements, costs, expenses, or other liabilities of any kind and character, including without limitation attorney fees and litigation expenses, arising out of or in connection with the performance of this Agreement by Lessee, its employees, subcontractors or agents or the breach of this Agreement by Lessee, its employees, subcontractors or agents. This obligation shall survive the expiration or termination of this Agreement. Neither Lessee nor any employees of Lessee shall be liable under this section for damages arising out of injury or damage to persons or property directly caused by the negligence of City or any of its officers, agents, or employees.

Lessee expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Lessee shall in no way limit Lessee's responsibility to indemnify, defend, save and hold harmless City or its elected or appointed officials, officers, employees, agents, assigns, and instrumentalities as herein required.

City reserves the right to appoint its own counsel regarding any matter defended hereunder. Lessee acknowledges that City has no obligation to provide legal counsel or defense to Lessee, its employees or subcontractors in the event that a suit, claim or action of any character is brought by any person not a party to this Agreement against Lessee as a result of or relating to obligations under this Agreement. City shall have no obligation for the payment of any judgments or the settlement of any claims asserted against Lessee or its subcontractors or employees as a result of or relating to LESSEE's obligations hereunder.

Lessee shall immediately notify City c/o Chief Legal Officer/City Attorney; 125 North Main Street, Room 336; Memphis, TN 38103, of any claim or suit made or filed against Lessee or its subcontractors regarding any matter resulting from or relating to Lessee's obligations under this Agreement and agrees to cooperate, assist and consult with City in the defense or investigation thereof.

#### **Section 6. Covenant Against Contingent Fees.**

Lessee warrants that it has not employed or retained any company or person other than a bona fide employee working solely for Lessee, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Lessee any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this provision/warranty, City shall have

the right to recover the full amount of such fee, commission, percentage, brokerage fee, gift, or other consideration.

**Section 7. Employment of Illegal Immigrants.**

Lessee hereby certifies to comply with all applicable federal and state laws prohibiting the employment of individuals not legally authorized to work in the United States. Lessee shall not knowingly (i) utilize the services of illegal immigrants; or (ii) utilize the services of any sublessee who will utilize the services of illegal immigrants in the performance of the contract. In the event Lessee fails to comply with any and all local, state and federal laws prohibiting the employment of individuals not legally authorized to work in the United States, this Agreement may be canceled, terminated or suspended in whole or in part by City, and Lessee may be prohibited from contracting to supply goods and/or services to City for a period of one (1) year from the date of discovery of the usage of illegal immigrant services in the performance of a contract with City.

**Section 8. Nondiscrimination.**

Lessee hereby agrees to abide by, to take action to ensure that, and to comply with Title VI and Title VII of the Civil Rights Act of 1964 and all other federal, state or local laws prohibiting discrimination, which provide in whole or in part, that no person shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement or in Lessee's employment practices on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, state or statutory law. Lessee shall, upon request, show proof of such nondiscrimination, and shall post in conspicuous places available to all employees and applicants notices of nondiscrimination. In the event Lessee fails to comply with City's nondiscrimination policy and any and all other laws prohibiting discrimination, this Agreement may be canceled, terminated or suspended in whole or in part by City.

City reserves the right to investigate any claims of illegal discrimination by Lessee and in the event a finding of discrimination is made and upon written notification thereof, Lessee shall take all necessary steps to cure and rectify such action to the reasonable satisfaction of City. Lessee's failure or refusal to do so shall be cause for termination of this Agreement in accordance with the terms of this Agreement.

Any other agreement which relates to this Agreement to which Lessee is a party, including without limitation, Lessee's agreements with its subcontractors, shall specifically contain a provision to this effect.

**Section 9. Boycott of Israel.**

In connection with Tennessee Code Annotated Section 12-4-119, Lessee certifies that it is not currently engaged in nor will it engage in a boycott of Israel. For this purpose, a "boycott of Israel" shall mean engaging in refusals to deal, terminating business activities, or other commercial actions that are intended to limit commercial relations with Israel, or companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel to do business, or persons or entities doing business in Israel, when such actions are taken (i) in compliance with, or adherence to, calls for a boycott of Israel, or (ii) in a manner that discriminates on the basis of nationality, national origin, religion, or other unreasonable basis, and is not based on a valid business reason. This provision is not applicable to contracts with a value less than \$250,000 or to companies with less than 10 employees.

**Section 10. Closing.**

(a) The lease of Property by City to Lessee (the "Closing") shall take place at the closing date specified in the Notice of Exercise or such other mutually acceptable date agreed to by Parties (the "Closing Date"). The Closing shall occur at Hagler Law Group, PLLC. Lessee shall be responsible for all costs of Closing, including, without limitation, title insurance premiums, title company charges, recording costs, commissions, brokerage fees, etc. (collectively, the "Closing Costs"). Lessee acknowledges and agrees that it will be accepting Property "as is" and that City has made no warranty or representation regarding the condition of Property.

(b) If the Closing does not occur within 90 days from the date of the Notice of Exercise (or such later date as agreed to by Parties, the Option described herein shall be null and void.

**Section 11. Notice.**

Whenever notice or other communication is called for herein to be given or is otherwise given pursuant hereto, it shall be in writing and shall be sufficiently given or delivered if dispatched by certified United States first-class mail, postage prepaid, recognized overnight delivery service (i.e., Fed Ex or UPS), or delivered personally, addressed as follows:

(a) In the case of City, to:

City of Memphis  
170 N. Main Street  
Memphis, Tennessee 38103  
Attn: Mayor

with copies to:

City of Memphis  
125 N. Main  
Memphis, Tennessee 38103  
Attn: City Attorney

Hagler Law Group, PLLC  
2650 Thousand Oaks Boulevard, Suite 2140  
Memphis, Tennessee 38118  
Attn: Monice Hagler, Esq.

(b) In the case of Lessee, to:

Melrose Housing Partners, LLC  
655 Deep Valley Drive, Suite 325-B  
Rolling Hills Estates, CA 90274  
Attn: Saki Middleton

All said notices by mail shall be deemed given on the day of deposit in the mail. A change of designated officer or address may be made by a Party by providing written notice of such request to the other Parties.

**Section 12. Severability.**

The provisions of this Agreement shall be deemed severable. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions of this Agreement shall remain valid unless the court finds that (a) the valid provisions are so essentially and inseparably connected with and so dependent upon the invalid provision that it cannot be presumed that Parties would have agreed to the valid provisions without the invalid one or (b) the valid provisions, standing alone, are incomplete and incapable of being executed in accordance with the intent of Parties.

**Section 13. Governing Law; Venue.**

The terms and conditions of this Agreement shall be construed in accordance with and governed by the laws of the State of Tennessee. All actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this Agreement shall be instituted and litigated in the courts of the State of Tennessee, located in Shelby County, Tennessee, without regard to conflicts of laws principles. In accordance herewith, the parties to this Agreement submit to the jurisdiction of the courts of the State of Tennessee located in Shelby County, Tennessee.

**Section 14. No Conflict of Interest.**

(a) Neither Party shall engage in any conduct or activity in the performance of this Agreement that constitutes a conflict of interest under applicable federal, state or local laws, rules and regulations.

(b) Lessee warrants that no part of the Lease Price provided herein shall be paid directly or indirectly to any officer or employee of City as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor to Lessee in connection with any work contemplated or performed relative to this Agreement.

**Section 15. Entire Agreement.**

This Agreement and the attachments hereto constitute the full and final understanding of Parties with respect to the subject matter hereof and supersede and replace any and all prior or contemporaneous agreements or understandings, whether written or oral, express or implied, between Parties with respect to the subject matter of the Agreement.

**Section 16. Counterparts.**

This Agreement may be executed in several counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

[Remainder of Page Intentionally Left Blank]

Signature page follows.

IN WITNESS WHEREOF, City and Lessee have executed this Agreement as of last date written below.

**CITY OF MEMPHIS**

**MELROSE HOUSING PARTNERS,  
LLC**

By: \_\_\_\_\_  
Paul A. Young, Mayor

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

Date: \_\_\_\_\_

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

Approved as to Form:

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

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Tannera Gibson, City Attorney

Director of HCD

\_\_\_\_\_  
Ashley Cash, Director





**EXHIBIT A**

**DESCRIPTIONS – HISTORIC MELROSE SCHOOL PROJECT**

A tract of land situated in Memphis, Shelby County, Tennessee being part of the City of Memphis property of record recorded in Instrument Number 15128776 in the Shelby County Register's Office, identified as Parcel

061024 00004 and being more particularly described as follows:

**Parcel 1**

BEGINNING at the intersection of south line of Douglas Avenue and the west line of Dallas Street; thence southwardly along the west line of Dallas Street a distance of 197.3 feet; thence westwardly along a severance line across said property a distance of 56.1 feet; thence northwardly along said severance line a distance of 21.8 feet; thence westwardly along said severance line a distance of 218.9 feet to a point in the west line of said property; thence northwardly along said west line a distance of 136.8 feet to the south line of Douglas Avenue; thence eastwardly along the south line of Douglass Avenue a distance of 280.5 feet to the POINT OF BEGINNING and containing approximately 45,200 square feet or 1.03 acres of land.

**Parcel 2**

The second floor of the Historic Melrose High School building located on said City of Memphis property containing 13,383 square feet, more or less.

**Parcel 3**

The third floor of the Historic Melrose High School building located on said City of Memphis property containing 13,383 square feet, more or less.

# Historic Melrose Revitalization: Affordable and Senior Housing

Approval of Option to enter into a 50-year  
ground lease with Melrose Housing Partners for  
the Melrose Project



## Project Background & Purpose

- Accelerate Memphis Project to preserve and restore Historic Melrose High School Building
- First floor (complete) includes Orange Mound’s first Memphis Public Library branch, and a genealogy center
- **The housing redevelopment will construct quality, affordable housing:**
  - 24 senior apartment units on upper two floors of historic building
  - 27 townhome style units constructed on-site
  - All units restricted to 80% AMI

## Budget & Funding Sources

- Total Development Cost: \$19M
- City Funding Commitments:
  - \$3M Congressionally Appropriated CPF
  - \$1M MAHTF
  - \$2.8M Federal & Local Funding (CDBG, UDAG, CIP)
- Approved for HEHFB MHA PILOT + Bonds
- Seeking additional funding from: 4% LIHTC, Construction Loan



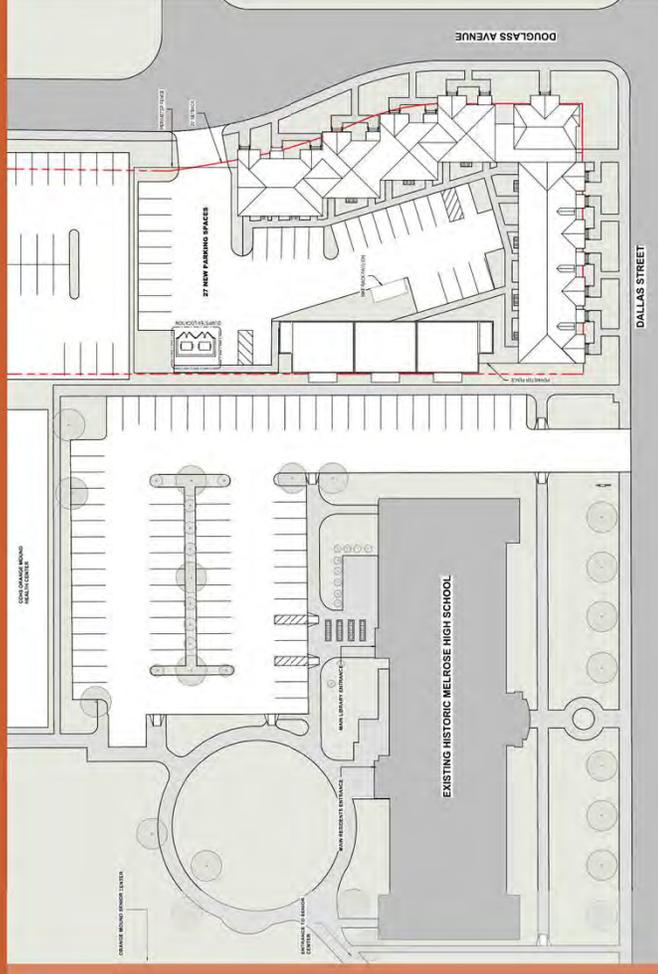
## Lease Option Overview

- Option for 50-year Ground Lease (\$1/year) to Melrose Housing Partners LLC for 3 parcels: Floors 2&3 of Melrose Building + 1.03-acre site along Douglass Ave and Dallas St
- Exercise of Option contingent on: title insurance, securing of all funding, award of PILOT
- HCD has the right to approve property management company and remove/replace if substantial management or maintenance issues are unresolved

## Progress & Schedule

- Awarded \$1M from MAHTF
- Awarded MHA Project-Based Vouchers
- Re-Zoning Approved: July 2025
- Approved for HEHFB MHA PILOT + Bonds: December 2025
- Execute Lease Option: February 2026
- Applying for LIHTC 4%: February 2026
- Construction Finance Closing: December 2026
- Exercise Option/Lease Agreement: December 2026
- Begin Construction: December 2026
- Construction Completion: Q2 2028
- Lease-up: Q3 2028

## SITE PLAN





## Memphis City Council Summary Sheet

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

A RESOLUTION to allocate, appropriate and transfer a sum total of One hundred forty-eight thousand five hundred nineteen Dollars and eighty cents (148,519.80) from 8 completed Memphis Parks Accelerate Memphis projects, projects # PKA1000, PKA1101, PKA1201, PKA1501, PKA2401, PKA3301, PKA4101, and PKA2201 to PK04020 Westwood Pool Repairs.

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

Memphis Parks

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

N/A

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

District 6 & Super District 8

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

Memphis Parks will 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 CIP Budget. Spending is required to execute the Westwood Pool project.



## P118

### **A RESOLUTION to allocate, appropriate and transfer remaining funds from 8 Memphis Parks completed Accelerate Memphis projects to PK04020 Westwood Pool Repairs.**

**WHEREAS**, the Council of the City of Memphis did allocate and appropriate funds for various Accelerate Memphis projects in past fiscal years and as part of previous CIP budgets; and

**WHEREAS**, multiple Accelerate Memphis CIP projects have been completed under budget, resulting in a total available balance of \$148,519.80; and

**WHEREAS**, a remaining Accelerate Memphis project, PKA04020 Westwood Pool Repairs, have encountered unforeseen cost overruns requiring additional funding for a complete pool rebuild and to ensure the successful and timely completion; and

**WHEREAS**, the Administration desires to reallocate, re-appropriate, and transfer funds from completed Accelerate Memphis projects to address this vital community improvement as follows;

**FROM: Project Title: Accelerate Memphis Parks Improvements**

**Project Number: PKA1000**

**Amount: \$10,072.99**

**Type: Other Cost**

**Project Title: Playground Resurfacing**

**Project Number: PKA1101**

**Amount: \$37,974.13**

**Type: Contract Construction**

**Project Title: Park Maintenance and Upgrades**

**Project Number: PKA1201**

**Amount: \$0.50**

**Type: Architecture & Engineering**

**Amount: \$2439.71**

**Type: Contract Construction**

**Project Title: Golf Course/ Path Maintenance**

**Project Number: PKA1501**

**Amount: \$14,851.14**

**Type: Contract Construction**

**Project Title: May Park Improvements**

**Project Number: PKA2401**

**Amount: \$24,578.53**

**Type: Architecture & Engineering**

**Project Title: Riverview Community Center**

**Project Number: PKA3301**

**Amount: \$673.46**

**Type: Furniture Fixtures and Equipment**

**Amount: \$692.38**

**Type: Contract Construction**

**Project Title: Pine Hill Golf Course**

**Project Number: PKA4101**

**Amount: \$2810.07**

**Type: Contract Construction**

**Project Title: Douglass Splash Pad**

**Project Number: PKA2201**

**Amount: \$54,426.89**

**Type: Contract Construction**

**TO: Project Title: Westwood Pool Repairs**

**Project Number: PK04020**

**Amount: 148,519.80**

**Type: Contract Construction**

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Memphis that it hereby approves the allocation, appropriation and transfer a sum total of One hundred forty-eight thousand five hundred nineteen Dollars and eighty cents (148,519.80) from 8 Memphis Parks completed Accelerate Memphis projects, # PKA1000, PKA1101, PKA1201, PKA1501, PKA2401, PKA3301, PKA4101, and PKA2201 to PK04020 Westwood Pool Repairs, to the project and in the amounts detailed above, and to revise the FY2026 CIP Budget accordingly.



**Transforming smart cities  
into cognitive, self-healing  
cities**

## MISSION

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**Transform municipal fleets** into mobile urban sensors that provide real-time insights into infrastructure, compliance, and safety

Advance the era of cognitive municipalities with awareness to **see, think, and act on challenges** in real time

**Build resilient, self - healing, and sustainable** urban ecosystems by enabling public sector agencies to proactively monitor, predict, and resolve issues



# EchoTwin AI

# HOW IT WORKS

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**1: SEE**



Real-Time Object  
Detection



**2: THINK**



Real-Time Object  
Classification &  
Vision Language  
Model (VLM) Pipeline



**3: ACT**

VLM Pipeline & Work  
Order Begins



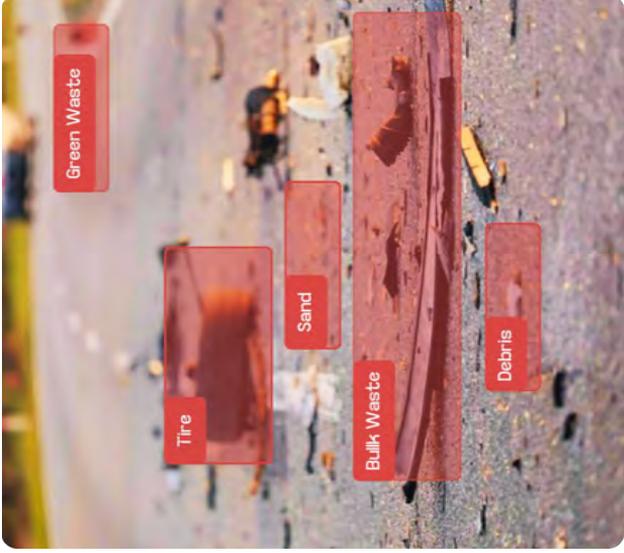
# CHANGE AND ANOMALY DETECTION USE CASES

*Use cases for EchoTwin's change and anomaly detection technology are endless*

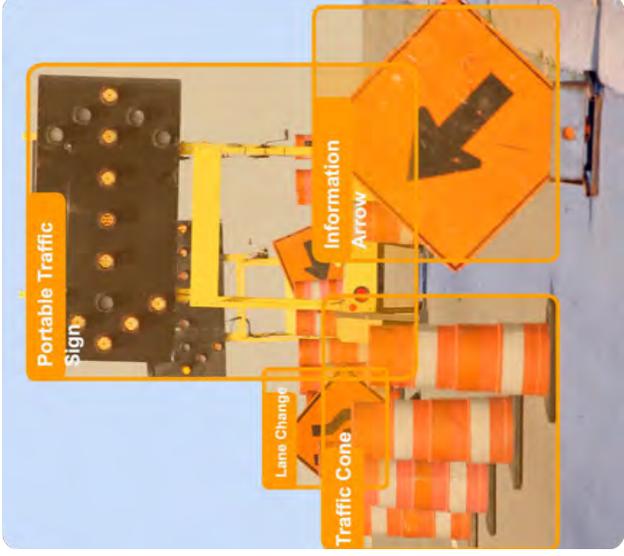
WASTE



ROAD HAZARD



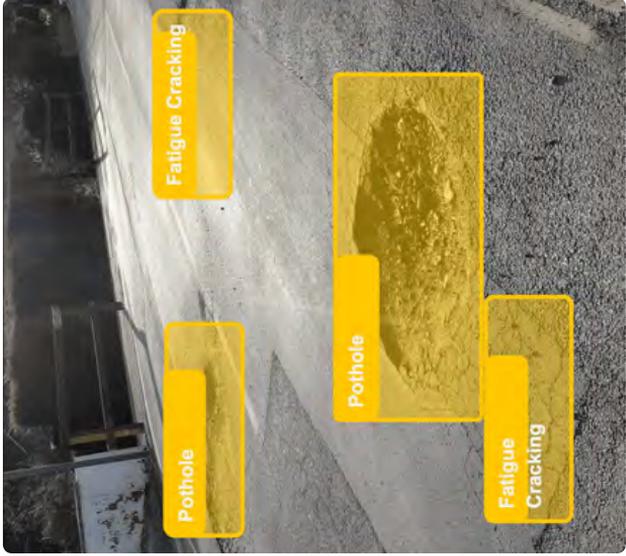
ROAD SAFETY



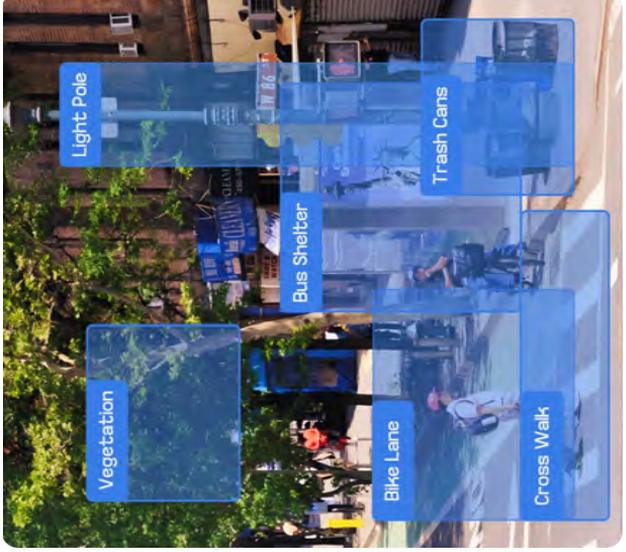
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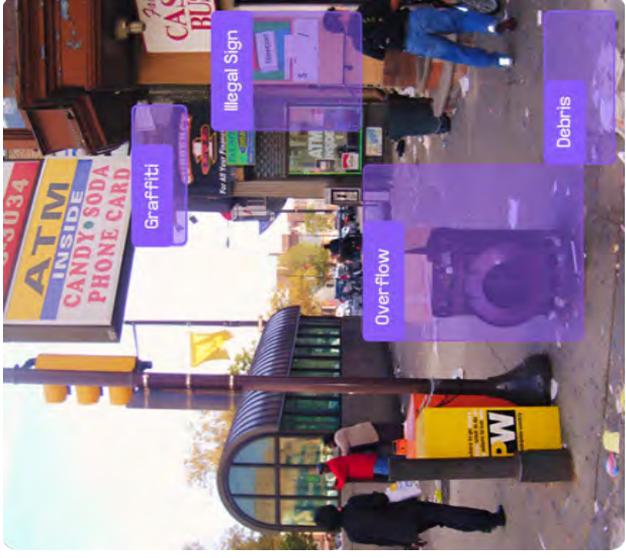
## PAVEMENT DEFECT



## ROAD INFRASTRUCTURE



## VISUAL POLLUTION





## THE IMPACT TO CITIES: ECONOMIC DEVELOPMENT & GROWTH

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### Efficiency Through Analytics

Reduced operating costs and revenue leakage through change detection technology, enabling cities to be proactive instead of reactive



### Business Attraction & Job Creation

Strong infrastructure and dependable city services make municipalities more appealing to businesses, fueling investment and employment opportunities



### Boost in Tourism & Retail

A well-maintained, visually appealing urban environment draws more visitors and shoppers, increasing revenue for local businesses



### Sustained Municipal Prosperity

Rising tax revenues enable reinvestment in public infrastructure and services, creating a positive cycle of growth and community improvement



# Pilot Concept

- 30 to 60-day duration
- 3-5 Use Cases
- No cost to the City
- EchoTwin AI responsible for installation and ongoing operation
- City provides vehicles for pilot – typically sanitation vehicles, street sweepers, transit buses
- If pilot is successful, expand into formal contract or procurement

## Waste and Debris Management

- ✓ Road debris
- ✓ Bulk, Green, Overflowing garbage can, bin, and dumpster waste
- ✓ Construction waste
- ✓ Tire waste

## Infrastructure & Asset Management

- ✓ Bus stop condition
- ✓ Waste bin/dumpster condition
- ✓ Asphalt damage
- ✓ Speed bump condition
- ✓ Street light outage
- ✓ Sign management - Stop, Speed Limit, Crosswalk, etc. (missing, illegible, graffiti)
- ✓ Construction zone identification

## Parking/Code Enforcement

- ✓ Mobile Bus Lane Enforcement
- ✓ Bike Lane Enforcement
- ✓ Code Violation Enforcement
- ✓ Street Sweeper Enforcement



Connect With Us

Website: <https://www.echoTwin.ai/>

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# APPENDIX

# ECHOTWIN AI TECHNOLOGY COMPARISON TABLE

Category	EchoTwin	LIDAR	Video Analytics
Real-Time & Continuous Monitoring	High – ingest + VLM reasoning on every pass, supports 24/7 streams	Low – typically snapshot mapping, not continuous	Moderate – can be continuous but expensive + operationally heavy
Maintenance Burden (Hardware + Software)	Low	Very High	Moderate
Data Storage and Bandwidth Requirements	Low/Moderate - Only stored structured insights	Very High - enormous point cloud data/files	High - large raw data streams
Interoperability & Standards Compliance	High Flexibility - open data standards, GTFIS, etc.	Low Flexibility - tend to be proprietary standards	Moderate Flexibility - fragmented
AI Governance / Explainability	Natural-language explanations, confidence values, root-cause analysis, etc.	-	-
Continuous Learning / Autonomy	Continually improves, enables auto-labeling, etc.	Static performance and requires human re-annotation to evolve	Static performance and requires human re-annotation to evolve
Semantic Understanding	High – descriptive, contextual insights (“pothole near bus stop, needs repair”)	Low – geometry only, no context	Limited – objects detected, context often missing
Multi-Use Case Deployment	Single platform handles: potholes, safety, waste, signage, flooding, predictive modeling	Single-use (obstacle detection, 3D mapping)	Usually single-use, retraining required for new use cases

# ECHOTWIN AI TECHNOLOGY COMPARISON TABLE CONT.

Category	EchoTwin	LIDAR	Video Analytics
Multi-Use Case Deployment	Single platform handles: potholes, safety, waste, signage, flooding, predictive modeling	Single-use (obstacle detection, 3D mapping)	Usually single-use, retraining required for new use cases
Hardware Requirements	Standard fleet cameras, edge/cloud inference	Expensive 3D sensors (\$5K-\$10K each), calibration-heavy	High-res cameras + GPUs, limited scale
Scalability/Fleet Integration	Rapid, integrates with existing municipal vehicles	Limited – heavy sensors reduce deployment	Moderate – scaling requires hardware upgrades
Global Adaptability	Works across cities, weather, lighting, environments	Sensitive to environment, requires calibration	Lighting/weather dependent, less robust
Actionable, Human-Readable Insights	Yes – descriptive alerts, prioritized recommendations	No – only coordinates / 3D points	Limited – raw detections only
Predictive / Generative Capabilities	Predict issues, simulate scenarios, forecast risks	No	No
Digital Twin Integration	Semantic-rich, multi-departmental	Geometry only	Limited, siloed outputs
Cost Efficiency	Lower TCO – software-focused, no sensor profit	High upfront hardware cost	Moderate, expensive at scale
Deployment Speed	Weeks (pilot → scale)	Months (sensor installation, calibration)	Weeks-months, limited by compute/hardware

# ECHOTWIN AI CAMERA AND COMPUTE BOX

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**AN ORDINANCE TO AMEND TITLE 12 - STREETS, SIDEWALKS, AND PUBLIC PLACES – OF THE CODE OF ORDINANCES OF MEMPHIS, TENNESSEE, TO ESTABLISH THE DOWNTOWN PARKING FACILITY REVITALIZATION AND SAFETY PROGRAM FOR THE CITY OF MEMPHIS**

**WHEREAS**, the Memphis City Council acknowledges the essential role that publicly accessible downtown parking facilities—including surface lots and parking garages—play in supporting hospitality, enhancing accessibility, and meeting the needs of a growing and vibrant Downtown; and

**WHEREAS**, the Downtown Memphis Commission (DMC) and the Downtown Mobility Authority (DMA), through the adoption of the 2014 Advisory Guidelines for Downtown Memphis Parking Garages and Surface Parking Lots, have maintained high operational standards in cleanliness, lighting, security, signage, and maintenance within DMA-managed parking facilities; and

**WHEREAS**, according to the Downtown Memphis Parking Study, a study to evaluate the development of an implementable Parking Management Plan there are over 71,000 parking spaces across Downtown Memphis, of which approximately 59,000 are privately owned. The Downtown Mobility Authority owns just 8 percent of the total supply, but seeks to positively influence the broader parking ecosystem; and

**WHEREAS**, many other privately owned and operated parking garages and surface lots located in Downtown Memphis lack similar oversight, resulting in inconsistent standards that contribute to poor facility conditions, public safety concerns, and a diminished visitor experience; and

**WHEREAS**, the 2023 Downtown Safety Plan, published by the University of Memphis Public Safety Institute, identified specific deficiencies in parking facility operations, including inadequate lighting, insufficient surveillance, and poor maintenance—factors that increase the risk of crime and negatively impact public perception of safety in Downtown Memphis; and

**WHEREAS**, by Ordinance No. 5708, the City of Memphis adopted the 2015 International Property Maintenance Code (“IPMC”), as locally amended, which establishes minimum standards for the maintenance of existing residential and nonresidential structures and premises, including nonresidential structures such as parking garages and the exterior property areas associated with them; and

**WHEREAS**, Chapters 1–4 of the IPMC, as locally amended, including but not limited to Sections 101, 102, 103, 104, 106, 108, 109, 302 (Exterior Property Areas), 304 (Exterior Structure), 305 (Interior Structure), 308 (Rubbish and Garbage), 402 (Light), and 606 (Elevators, Escalators and Dumbwaiters), authorize the City’s Code Enforcement division to inspect and enforce minimum standards for structural integrity, safety, lighting, sanitation, and maintenance of nonresidential structures and premises; and

**WHEREAS**, the Memphis City Council finds that uniform minimum standards for all publicly accessible parking facilities are necessary to ensure the health, safety, and general welfare of residents, workers, and visitors in Downtown Memphis; and

**WHEREAS**, it is the intent of this ordinance to support economic development, enhance public confidence in Downtown infrastructure, and promote equity in the experience and accessibility of parking facilities throughout the district.

**NOW, THEREFORE, BE IT ORDAINED BY THE MEMPHIS CITY COUNCIL** that Title 12 - Streets, Sidewalks, and Public Places—Chapter 7, relating to Center City Area, of the Code of Ordinances of Memphis, Tennessee is hereby amended to create Section 7-70 – Downtown Parking Facility Revitalization and Safety Program reads as follows:

**Section 1.**

Sec. 12-7-70. Downtown Parking Facility Revitalization and Safety Program

A Intent and Scope of the Ordinance.

This ordinance is intended to create a new section to establish the Downtown Parking Facility Revitalization and Safety Program. In addition, this ordinance designates Downtown parking facilities as a priority area for inspections and enforcement of existing minimum standards for property maintenance, safety, and sanitation; and provide a framework for coordination between the City’s Code Enforcement division and other City divisions and partner entities in addressing conditions of Downtown parking facilities that may violate the IPMC or otherwise endanger public health, safety, and welfare.

B Definitions.

1. *Downtown* means the geographic area defined by the Memphis 3.0 Comprehensive Plan, bounded generally by the Mississippi River to the west, A.W. Willis/North Parkway to the north, East Parkway to the east, and Crump Boulevard to the south.
2. *Parking Facility* means any structure, surface lot, or combination thereof, open to the public for vehicular parking, whether for hourly, daily, monthly, or event-based use.
3. *Downtown Public Parking Facility* means any Parking Facility located within Downtown that is available for use by the general public, whether operated on a paid or unpaid basis.
4. *Parking Garage* means any multi-level parking facility privately owned and managed that is accessible to the general public located in Downtown Memphis.
5. *Code Official* has the same meaning as in the IPMC as locally adopted, and includes any duly authorized representative or deputy of the code official acting within the scope of authority granted by the IPMC and City ordinances.
6. *Subject IPMC Provisions* means, for purposes of Downtown Public Parking Facilities, the provisions of the IPMC as locally adopted that apply to nonresidential structures and

related premises, including but not limited to Sections 101, 102, 103, 104, 106, 107, 108, 109, 302, 304, 305, 308, 402, and 606, as they may be amended from time to time.

7. *Facility Operators* means any individual, company, contractor, or entity responsible for managing, maintaining, or overseeing the daily operations of a parking facility.
8. *Program* means the Downtown Parking Facility Revitalization and Safety Program as established in this ordinance.

#### C Program Objectives.

The Program shall aim to:

1. Identify Downtown Public Parking Facilities whose physical condition, structural elements, lighting, sanitation, or maintenance may constitute a violation of the Subject IPMC Provisions or otherwise render the facility unsafe, unfit for occupancy, or unlawful under the IPMC.
2. Encourage regular observation and, as resources allow, periodic inspections of Downtown Public Parking Facilities by Code Enforcement, consistent with the authority granted by IPMC Sections 103 and 104, to determine compliance with the Subject IPMC Provisions.
3. Promote timely correction of conditions that violate the Subject IPMC Provisions, including but not limited to:
  - a. Unsafe structures or equipment, or structures unfit for human occupancy, as defined in IPMC Section 108;
  - b. Exterior property and premises that are not maintained in a clean, safe, and sanitary condition as required by IPMC Section 302;
  - c. Exterior and interior structural elements (including but not limited to walls, ceilings, stairways, railings, decks, ramps, roofs, and other structural components) that are not maintained in sound condition and good repair as required by IPMC Sections 304 and 305;
  - d. Accumulations of rubbish and garbage, spills, fluids, or other hazards in violation of IPMC Section 308;
  - e. Inadequate light and illumination of interior or enclosed areas, where such conditions render the structure unsafe or unfit for use under IPMC Section 402; and
  - f. Elevators, escalators, and dumbwaiters that are not maintained in compliance with IPMC Section 606 or applicable referenced codes.

## D Program Requirements.

### 1. **Inspections.**

- a. The Code Official is authorized to make inspections of Downtown Public Parking Facilities pursuant to IPMC Sections 103 and 104 and the City's property maintenance program, in order to determine compliance with the Subject IPMC Provisions.
- b. The Code Official may coordinate such inspections with other City divisions and with the Downtown Mobility Authority as appropriate, provided that Code Enforcement's actions are in accordance with the IPMC and any other applicable City ordinances.

### 2. **Findings and Notices.**

- a. Where a Downtown Public Parking Facility is found to be in violation of the Subject IPMC Provisions, the Code Official shall issue notices of violation, orders, or other remedies consistent with IPMC Sections 106 and 107.
- b. Notices shall describe the conditions observed, identify the specific IPMC sections alleged to be violated, and provide a reasonable time to abate or correct the violations as required by the IPMC.

### 3. **Unsafe Structures and Emergency Measures.**

- a. Where the condition of a Parking Garage or other Downtown Public Parking Facility constitutes an unsafe structure, unsafe equipment, or a structure unfit for human occupancy under IPMC Section 108, the Code Official may condemn the structure or equipment and take such actions as are authorized by IPMC Section 108, including placarding and requiring the structure to be vacated or secured.
- b. In cases of imminent danger, the Code Official may take emergency measures as authorized by IPMC Section 109, including ordering occupants to vacate, closing sidewalks or streets in coordination with the appropriate authorities, or taking temporary measures to secure the premises.

## E Reporting

- a. During the City's annual budget preparation and adoption process, or approximately six (6) months following the effective date of this Ordinance if sufficient data is not available during the budget process, the Administration shall make a presentation to the Memphis City Council, detailing the effectiveness of more focused enforcement of the IPMC as it relates to parking garages; and, if necessary, the Administration shall, at that time, provide a detailed report that outlines any additional resources that may be beneficial in order to continue enforcement.

**Section 2. Severability Clause.**

**BE IT FURTHER ORDAINED** that the provisions of this Ordinance are hereby severable. If any of these sections, provisions, sentences, clauses, phrases or parts are held unconstitutional or void, the remainder of this Ordinance shall continue in full force and effect.

**Section 3. Codification Clause.**

**BE IT FURTHER ORDAINED** that this ordinance amends Title 12: Streets, Sidewalks, And Public Places To Create Section 12-7-70 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 Clause**

**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)**

Philip Spinosa, Jr.  
Jerri Green  
Rhonda Logan  
JB Smiley, Jr.

**Chairwoman**

Jana Swearengen-Washington



## Memphis City Council Summary Sheet

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

RESOLUTION TO APPROVE COST SHARING AGREEMENT BETWEEN THE CITY OF MEMPHIS AND SHELBY COUNTY GOVERNMENT REGARDING ENVIRONMENTAL RESPONSE ACTIVITY COSTS ASSOCIATED WITH THE JACKSON PIT CONSENT ORDER AND OVERSIGHT COSTS INCURRED BY THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION (TDEC)

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

City of Memphis' Solid Waste Division

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

None

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

District 3 and Super District 8

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

The Solid Waste Division will need to execute a professional services contract with Fisher Arnold for engineering project management.

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

Yes, this requires an expenditure of funds. Division forecast that FY26 expenditures can be accommodated by the FY26 Solid Waste Fund budget. Future costs will be set during subsequent budget cycles.

**RESOLUTION TO APPROVE COST SHARING AGREEMENT BETWEEN THE CITY OF MEMPHIS AND SHELBY COUNTY GOVERNMENT REGARDING ENVIRONMENTAL RESPONSE ACTIVITY COSTS ASSOCIATED WITH THE JACKSON PIT CONSENT ORDER AND OVERSIGHT COSTS INCURRED BY THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION (TDEC)**

WHEREAS, the City of Memphis and Shelby County Government (“Parties”) have agreed to enter into a Commissioner’s Order In the Matter of City of Memphis & Shelby County with the Tennessee Department of Environment and Conservation (“TDEC”), in Matter No. DOR 19-0011 (the “Consent Order”), regarding certain environmental response activity to be undertaken by both parties at the Jackson Pit site (“Site”) in accordance with Tennessee Code Annotated, Title 68, Chapter 212, Part 2, commonly referred to as the Hazardous Waste Management Act of 1983 (the “Act”); and

WHEREAS, the Site covers approximately 120 acres of land located in Memphis, Shelby County, Tennessee as indicated on the Boundary Survey attached hereto; and

WHEREAS, in accordance with the Act and pursuant to the Consent Order, the Parties shall incur the cost and expense of the environmental response activity to be performed at the Site and costs associated with TDEC’s oversight of the work to be performed under the Consent Order; and

WHEREAS, in accordance with Tennessee Code Annotated, Section 12-9-108, the Parties desire to set forth their agreement to equally share such costs and expenses in a Cost Sharing Agreement and the process for such payments.

NOW, THEREFORE, BE IT RESOLVED that the Memphis City Council hereby authorizes the administration to enter into a Cost Sharing Agreement substantially similar in substance and form to the agreement attached hereto.

**COST SHARING AGREEMENT BETWEEN THE CITY OF MEMPHIS AND SHELBY  
COUNTY REGARDING ENVIRONMENTAL RESPONSE ACTIVITIES AT THE  
JACKSON PIT SITE**

This Cost Sharing Agreement (“Agreement”) is made between the City of Memphis (“City”) and Shelby County (“County”), hereinafter collectively referred to as the “Parties” or alternatively as the “Consenting Parties”.

WHEREAS, the City and County have agreed to enter into a Consent Order In the Matter of City of Memphis & Shelby County with the Tennessee Department of Environment and Conservation (“TDEC”), in Case No. DOR 19-0011 (the “Consent Order”) as attached hereto as Exhibit “A”, regarding certain environmental response activity to be undertaken by the Parties at the Jackson Pit site (“Site”) in accordance with Tennessee Code Annotated, Title 68, Chapter 212, Part 2, commonly referred to as the Hazardous Waste Management Act of 1983 (the “Act”); and

WHEREAS, the entire Site covers approximately 120 acres of land, and 70.7 of the acres is currently controlled by the City and County; and

WHEREAS, the Site is located in Memphis, Shelby County, Tennessee as indicated on the Boundary Survey attached hereto as Exhibit “B”; and

WHEREAS, in accordance with the Act and pursuant to the Consent Orders, the Parties shall incur the cost and expense of the environmental response activity to be performed at the Site and costs associated with TDEC’s oversight of the work to be performed under the Consent Orders; and

WHEREAS, the Parties desire to set forth herein their agreement to equally share such costs and expenses and the process to be used for payments to be made by the Parties.

NOW THEREFORE, in consideration of the foregoing, the Parties hereby agree as follows:

1. Purpose. The purpose of this Agreement is to establish the terms that shall control the manner and means by which the Parties will satisfy their obligations as Consenting Parties under the Consent Order and to set forth the cost sharing obligations of the Parties which shall remain effective until the expiration of the Consent Order.

2. Performance Obligations. The Parties agree that the City shall take the lead on performance of the tasks required by TDEC, except any tasks designated for completion solely by the County as determined necessary by TDEC or upon agreement of the Parties. Such tasks to be performed by City shall include the following matters required under the Consent Order and any subsequent work required by TDEC as a result thereof, as well as security maintenance requirements imposed by TDEC for the Site as agreed to by the City:

- (a) Site survey and cap evaluation
- (b) Corrective action work plan design and soil cap repair implementation
- (c) Groundwater monitoring plan and implementation

- (d) Soil gas survey workplan and implementation
- (e) Operation and maintenance plan

3. Cost Sharing.

3.1 Equal Sharing of Costs. As Consenting Parties to the Consent Order, the City and County agree to share equally the cost and expense of the work that is to be jointly performed, with each Party responsible for fifty percent (50%) of such costs and expenses. In addition to the foregoing, the Parties hereby acknowledge that the costs and expenses incurred by City prior to the Effective Date of this Agreement related to preliminary cap design and land survey services, acceptance of soil to be used for cap repair, and construction of a new permanent or temporary access road shall be shared equally as contemplated in this Section 3.1 and are hereby deemed approved by the Consenting Parties as contemplated in Section 3.4.

3.2 Excluded Costs. Notwithstanding the foregoing, nothing herein shall obligate the City or County to share equally the oversight and assistance costs assessed by TDEC against each individual party as its apportioned share of such costs, including any amounts previously paid or pending payment to TDEC or the financial assurance obligations, penalties, and any additional fees required by TDEC under the Consent Order. Additionally, neither party shall be responsible for costs resulting from the negligence or violation of law of the other party in the performance of this Agreement and such costs shall be the sole responsibility of the liable party.

3.3. Designated Environmental Consultant. The Consenting Parties acknowledge that Fisher & Arnold (“FA”) has performed prior remediation work at the Site and is hereby designated as the environmental consultant to perform the work required under the Consent Order. FA will work with ABES Engineering for the civil engineering component of the identified work. Each party shall be invoiced separately by FA for its equal share of the cost of such work in accordance with Section 3.1 herein and shall be responsible for the timely payment of such invoices. Neither party shall be liable for the failure to pay of the other party. Any decision to terminate the services of FA shall require the mutual approval of the Consenting Parties. Upon reasonable request to FA by either party, FA shall provide copies of invoices issued to the other party for services provided.

3.4. Cost Cap. The Consenting Parties agree that their combined financial commitment under this Agreement shall not exceed \$3,577,161 (“Cost Cap”) as detailed below, except as required by TDEC and expressly agreed to in writing by each Party as an amendment to this Agreement. Notwithstanding the foregoing, and except as set forth in Section 3.1, all remediation work performed shall be approved by both Consenting Parties in writing prior to any work being performed or billed by FA.

Item	Budget Amount
a) Site Survey and Cap Evaluation	\$103,443

b) Corrective Action Workplan Design and Soil Cap Repair Implementation (Includes Costs for North Access)	\$3,220,719
c) Groundwater Monitoring Plan and Implementation	\$195,500
d) Soil Gas Survey Workplan and Implementation	\$46,000
e) Operations and Maintenance Plan	\$11,500
<b>Total Through 2027</b>	<b>\$3,577,161</b>

Note: Budget includes 15% contingency

4. Denial of Liability. This Agreement shall not constitute, be interpreted, construed or used as evidence of any admission of liability, law or fact, a waiver of any right or defense, nor an estoppel against either party or by the Parties as between themselves. However, nothing in this Section 4 is intended or should be construed to limit, bar, or otherwise impede the enforcement of any term or condition of this Agreement by either party to this Agreement.

5. Notice. All notices, reports, and other communications between the Parties shall be sent to the following individuals, (or to such other person or position designated by such party in a written notice to the other party):

City of Memphis  
 Solid Waste Division  
 125 North Main, Room 628  
 Memphis, TN 38103  
 Attention: Support Administrator

Shelby County  
 Roads Bridges and Engineering Dept.  
 6449 Haley Road  
 Memphis, TN 38134  
 Attention: Administrator, Road, Bridges, and Engineering

With a Copy to:

City of Memphis  
 Chief Legal Officer/City Attorney  
 125 North Main, Room 336  
 Memphis, TN 38103  
 Attention: City Attorney

Shelby County Attorney  
 Contracts Administration  
 160 N. Mains, St., 9<sup>th</sup> Floor  
 Memphis, TN 38103  
 Attention: Contracts Administrator

6. Dispute Resolution.

(a) Exclusive Dispute Resolution Mechanism. It is the intent of the Parties that they shall collaborate to resolve any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach, termination, or invalidity hereof (each, a "**Dispute**"), in a mutually

agreeable manner. The procedures set forth in this Section 6 shall be the exclusive mechanism for resolving any Dispute that may arise from time to time and shall be an express condition precedent to litigation.

(b) Negotiations. The Parties agree that they shall first use their best efforts in an attempt to settle the Dispute informally through negotiations involving themselves or their representatives as they each deem appropriate at the lowest possible levels of decision-making. A party shall send written notice to the other party of any Dispute ("**Dispute Notice**"). In the event that such Dispute is not resolved on an informal basis within thirty (30) calendar days after one party delivers the Dispute Notice to the other party, either party may, by written notice to the other party refer such Dispute to the executives of each party set out below ("**Escalation to Executive Notice**"), or to such other person of equivalent or superior position designated by such party in a written notice to the other party ("**Executive(s)**").

Executive of City of Memphis:

Director of Solid Waste  
125 North Main, Room 628  
Memphis, TN 38103

Executive of Shelby County:

Director of the Division of Public Works  
1079 Mullins Station  
Memphis, TN 38134

For purposes of clarification, the party sending the Dispute Notice and the Escalation to Executive Notice shall send such notices in compliance with this Agreement's notice provision set forth at Section 5 herein, provided that the party sending an Escalation to Executive Notice shall also send a copy of such notice to the Executives designated above.

If the Executives cannot resolve the Dispute during the time period ending fifteen (15) calendar days after the date of the Escalation to Executive Notice (the last day of such time period, the "**Escalation to Mediation Date**"), either party may initiate mediation as set forth in Section 6(c) below.

(c) Mediation. Subject to Section 6(b), the Parties may, at any time after the Escalation to Mediation Date, submit the Dispute to any mutually agreed to mediation service for mediation by providing to the mediation service a joint, written request for mediation, setting forth the subject of the dispute and the relief requested. The Parties shall cooperate with one another in selecting a mediation service and shall cooperate with the mediation service and with one another in selecting a neutral mediator and in scheduling the mediation proceedings. The Parties covenant that they will use commercially reasonable efforts in participating in the mediation. The Parties agree that the mediator's fees and expenses and the costs incidental to the mediation will be shared equally between the parties.

The Parties further agree that all offers, promises, conduct, and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts, and attorneys, and by the mediator and any employees of the mediation service, are confidential, privileged, and inadmissible for any purpose, including impeachment, in any litigation, arbitration, or other proceeding involving the Parties, provided that evidence that is otherwise admissible or

discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

(d) Litigation as a Final Resort. If the Parties cannot resolve any Dispute for any reason, including, but not limited to, the failure of either party to agree to enter into mediation or agree to any settlement proposed by the mediator, within ninety (90) calendar days after the Escalation to Mediation Date, either Party may file suit in a court of competent jurisdiction in accordance with the provisions of Section 15 herein.

7. Termination. This Agreement shall terminate upon the termination or expiration of the Consent Order. Notwithstanding the foregoing, each Consenting Party's individual obligation to pay F&A for its equal share of the cost of work invoiced as contemplated under Section 3.3 shall survive such termination or expiration of the Consent Order.

8. Amendments. This Agreement may be amended only by the written mutual agreement of the Consenting Parties.

9. Severability. If any provision of this Agreement is deemed invalid or unenforceable, those provisions of this Agreement that have not been deemed to be invalid or unenforceable shall remain in full force and effect.

10. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of each party hereto and their respective legal representatives, successors and assigns. This Agreement may not be assigned without the prior written consent of the other party.

11. No Third-Party Benefit. Any provision herein to the contrary notwithstanding, it is agreed that none of the obligations hereunder of either party shall run to, or be enforceable by, any party other than the other party to this Agreement.

12. Other Instruments/Actions. The Parties shall execute and deliver all other appropriate supplemental agreements and other instruments and take any other action necessary to make this Agreement fully and legally effective, binding and enforceable as between the Parties and as against third parties.

13. Headings. Titles and headings used herein are for the convenience of reference only and shall be disregarded completely in the interpretation and validity of this Agreement or any of its terms.

14. Entire Agreement. This Agreement constitutes the entire understanding of the Parties with respect to its subject matter and supersedes all prior negotiations, representations or agreements, either written or oral.

15. Applicable Law. For purposes of enforcement or interpretation of the provisions of this Agreement, the Parties agree that the laws of the State of Tennessee shall be applicable. The courts of Shelby County, Tennessee or the federal courts sitting in Tennessee, if they have subject matter jurisdiction, shall be the exclusive venue for any legal action arising out of or related to this Agreement.

16. Nature of Agreement. Nothing herein shall be deemed or construed by the Parties, nor by any third party, to create any relationship between the Parties.

17. Liability and Indemnification. To the extent permitted by law, each Party shall indemnify, defend, and hold the other Party harmless from and against any and all losses, costs, damages, liens, claims, liabilities, or expenses (including, but not limited to, reasonable attorneys' fees) arising out of its own negligent acts or omissions in connection with the performance of this Agreement. Nothing herein shall be construed as a waiver of any governmental immunity of either Party or any applicable defense available under Tennessee law.

18. Counterparts. This Agreement may be signed in counterpart signature pages, each of which shall be deemed an original, and all of which when taken together shall constitute one and the same instrument and shall be effective when counterparts hereof, when taken together, bear the signatures of the parties set forth below ("Effective Date"). Signed signature pages may be transmitted electronically, and any such signature shall have the same legal effect as an original.

IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Memorandum of Agreement as of the Effective Date set forth herein with actual execution of the dates set forth in the respective acknowledgements below.

**CITY OF MEMPHIS**

**SHELBY COUNTY**

By: \_\_\_\_\_  
Paul A. Young, Mayor

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_  
Tannera Gibson, Chief Legal Officer/City Attorney

By: \_\_\_\_\_  
Marlinee Iverson, Shelby County Attorney

**STATE OF TENNESSEE  
DEPARTMENT OF ENVIRONMENT AND CONSERVATION**

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<b>IN THE MATTER OF:</b>	)	<b>DIVISION OF REMEDIATION</b>
	)	
<b>CITY OF MEMPHIS</b>	)	
	)	
<b>&amp;</b>	)	
	)	
<b>SHELBY COUNTY,</b>	)	
	)	<b>CASE NO. DOR19-0011</b>
<b>CONSENTING PARTIES</b>	)	<b>DOR SITE ID. DOR79-604</b>

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**CONSENT ORDER**

This Consent Order (“Order”) is made and entered into by and between the Tennessee Department of Environment and Conservation (the “Department” or “TDEC”), the City of Memphis (“City”), and Shelby County (“County”) (collectively, the “Consenting Parties”).

**PARTIES**

**I.**

The Commissioner of the Department of Environment and Conservation (“Commissioner”) is responsible for administering and enforcing Tennessee Code Annotated, Title 68, Chapter 212, Part 2, commonly referred to as the Hazardous Waste Management Act of 1983 (the “Act”). The Director (“Director”) of the Division of Remediation (“Division”) has written delegation from the Commissioner to administer and enforce particular aspects of the Act.

**II.**

The City is a municipal government entity.

**III.**

The County is a political subdivision of the State of Tennessee.

## JURISDICTION

### IV.

The Commissioner is authorized to order any liable or potentially liable party to investigate and identify possible hazardous substance sites and to furnish information relating to possible hazardous substances. Tenn. Code Ann. § 68-212-206. The Commissioner is further authorized by this section to order any liable or potentially liable party to contain, cleanup, monitor, and maintain inactive hazardous substance sites. Additionally, the Commissioner may issue an order for correction to any liable or potentially liable party if any provision of the Act is not being carried out, or if effective measures are not being taken to comply with any provision of the Act. Tenn. Code Ann. § 68-212-215. Whenever the Commissioner spends money for the investigation, identification, containment, or clean-up of a particular site under this part, he may issue an order to any liable party assessing that party's apportioned share of all costs expended or to be expended. Tenn. Code Ann. § 68-212-107. The Director has written delegation to enforce the foregoing aspects of the Act.

### V.

The Consenting Parties agree that the Director has jurisdiction to issue this Order.

### VI.

The Consenting Parties are each a "liable party" within the meaning of Tennessee Code Annotated section 68-212-202(a)(4). Each Consenting Party is a "person" within the meaning of Tennessee Code Annotated section 68-211-103(6).

### VII.

The site is a hazardous substance site within the meaning of Tennessee Code Annotated section 68-212-202(a)(3).

## FACTS

### VIII.

The Jackson Pits site (as more particularly defined in Exhibit A, the "Site") covers approximately 120 acres of land according to a simple acreage accounting of the properties within

**Exhibit A**

the footprint of historical Jackson Pits investigation maps. The Site is located south of Shelby Drive, west of Tchulahoma Road, north of Jackson Pit Road, and east of McKellar Park in Memphis, Shelby County, Tennessee. Prior to 1954, the Site was a sand and gravel mining operation.

**IX.**

The Site is comprised of the following Shelby County Tax Parcels: 094100 00075, 094100 00076, 094400 00114, 094400 00024, 094400 00022C, 060232 00021, 060232 00020, 060232 00018, 060232 00007, 060232 00005C, 060232 00002, 060232 00003, 060232 00004, 060232 00022, and 060232 00019, which Parcels are graphically shown on the map attached hereto as Exhibit A and incorporated herein by reference. Of the above referenced Shelby County Tax Parcels, only about 70.7 acres of the same is currently controlled by the City and County and is fenced and being maintained. The 70.7 acres is comprised of the following Shelby County Tax Parcels: 094100 00075, 094100 00076, 094400 00114, 094400 00024, 094400 00022C (i.e., only a four-acre portion), 060232 00021, 060232 00020, and 060232 00018 (i.e., only a one-half-acre portion). Of these 70.7 acres, only 60.9 acres of the same are currently owned by the County, which is comprised of the following Shelby County Tax Parcels: 094100 00076, 094400 00114, 094400 00024, 060232 00021, and 060232 00020.

**X.**

The Tennessee Underground Storage Tank and Solid Waste Disposal Control Board ("Board") added the Site to the List of Inactive Hazardous Substance Sites on May 23, 1985, as Site #79-604, Memphis Public Works/Jackson Pits. A Notice of Hazardous Substance Site was also filed with the Shelby County Register of Deeds office on May 18, 1990.

**XI.**

The County provided for the disposal of solid waste by residents living in the southeastern portion of the county on the Site. It was operated strictly for the use of citizens living in the county through 1967.

## Exhibit A

**XII.**

For a short period of time in early 1968, the City and County operated on the Site jointly; however, the City took over the entire operation of the Site in July 1968. The City continued to operate the Site until it closed at the end of 1972.

**XIII.**

During the time the City operated on the Site, its disposal operation was designated as the special or industrial waste site for the entire city. As such, from 1968 to 1972, this Site received the majority of the city's industrial waste. This industrial waste was deposited in the area designated as "Area 1."

**XIV.**

Commissioner's Order 91-3359 was issued to the Consenting Parties on October 18, 1991. The County appealed Commissioner's Order 91-3359 before the Board and a consent order was entered into by the County and Department on June 2, 1992. The City did not appeal the Commissioner's Order. This Consent Order supersedes and replaces the earlier orders.

**XV.**

A two-foot-thick clay cap, with a permeability of  $1 \times 10^{-5}$  centimeters/second or less, with an overlying one-foot-thick vegetated topsoil layer was completed by the Consenting Parties around 2005. The August 2006 Jackson Pit Landfill Closure Cover Report was submitted by Fisher & Arnold, on behalf of the Consenting Parties, and approved by the Division in January 2007.

**XVI.**

A Record of Decision ("ROD") was signed by the Division on October 28, 2007. The selected remedy for the Site included a combination of institutional controls, landfill capping and fencing, and groundwater monitoring. Institutional controls in the form of a Notice of Hazardous Substances and Land Use Restrictions were to be placed on separate portions of the Site. A Notice of Hazardous Substances was filed by the Division with the Shelby County Register of Deeds in May 1990 for a portion of the site known as Area 1. Landfill capping and fencing was completed by the Consenting Parties around 2005. One year of semi-annual groundwater monitoring was

## Exhibit A

completed around 2005. However, groundwater monitoring, as described in the ROD-selected remedy, was never implemented.

**XVII.**

In addition to groundwater monitoring, typical post-closure care of landfills includes maintaining the waste containment system or cap. The Division has never received information from the Consenting Parties indicating that maintenance has ever been performed at the Site. The Division conducted a site visit in March 2020 to observe the condition of the Site. The Site was overgrown with vegetation and many small saplings were present within the capped area.

**ORDER****XVIII.**

**WHEREFORE**, pursuant to the authority of the Act, I, James S. Sanders, Director of the Division of Remediation of the Tennessee Department of Environment and Conservation, hereby issues the following Order to the Consenting Parties:

**A. SITE SURVEY AND CAP EVALUATION**

Within 30 days of the effective date of this Order, the Consenting Parties shall conduct an evaluation of the Site to assess its current physical condition. The site evaluation shall also include a topographical survey of the landfill cap and evaluation of cap thickness based on as built topographic mapping. The topographical survey shall be done in accordance with the rules of Tennessee State Board of Examiners for Land Surveyors Chapter 0820-03 Standards of Practice. Contour intervals shall be a minimum of one foot. The Consenting Parties shall submit a copy of the survey and a site evaluation report to the Division within 60 days of the site evaluation. The survey shall be submitted as a georeferenced PDF and in hard copy.

**B. CORRECTIVE ACTION WORK PLAN**

The Consenting Parties shall submit a Corrective Action Work Plan to the Division within 90 days of the site evaluation. The Corrective Action Work Plan shall propose remedial actions found to be necessary during the site evaluation. The Corrective Action Work Plan shall also address erosion and stormwater management at the Site. The Consenting Parties shall incorporate

**Exhibit A**

any comments by the Division within 30 days and implement the Corrective Action Work Plan as approved by the Division.

**C. GROUNDWATER MONITORING PLAN**

Within 90 days of the effective date of this Order, the Consenting Parties shall submit a Groundwater Monitoring Plan to the Division. The Consenting Parties shall incorporate any comments provided by the Division within 30 days and implement the Groundwater Monitoring Plan as approved by the Division.

**D. SOIL GAS SURVEY**

Within 120 days of the effective date of this Order, the Consenting Parties shall submit a Soil Gas Survey work plan for a soil gas survey to the Division. The Consenting Parties shall incorporate any comments provided by the Division within 30 days and implement the Soil Gas Survey as approved by the Division.

**E. OPERATION AND MAINTENANCE PLAN**

Within 180 days of the effective date of this Order, the Consenting Parties shall submit an Operation and Maintenance (“O&M”) Plan for the Site to the Division consistent with Tenn. Comp. R. & Regs. 0400-15-01-.12. The Consenting Parties shall incorporate any comments provided by the Division within 30 days and implement the O&M Plan as approved by the Division.

**F. NOTICE OF LAND USE RESTRICTIONS**

Within 180 days of the effective date of this Order, the County shall file any land use restriction for the Site required by the Division on parcels owned by the County. The County shall have any land use restriction pursuant to this Order approved by the Division prior to filing and, upon filing, a copy of this notice annotated with book and page numbers shall be mailed to the Division and the City. A copy of the proposed land use restriction also shall be provided to the City for review and approval, prior to filing, to the extent any action is to be performed by the City in furtherance of such land use restriction.

## Exhibit A

**G. OVERSIGHT AND ASSISTANCE COSTS**

The Consenting Parties shall provide notice to the Division of the schedule of work performed at the Site so that the Division may provide oversight of work performed under this Order. The Consenting Parties shall pay all costs associated with the Division's oversight of the implementation of this Order. Oversight costs shall include, but not be limited to, document review, mileage, lab expenses, the current hourly rate and benefits for the Division employees actively employed in oversight of work under this Order (including preparation for and attendance at meetings), the current State overhead rate, and costs for any state contractor(s) involved in implementation of this Order. The Consenting Parties shall not be required to pay any oversight costs which are duplicative and costs which cannot reasonably be substantiated by supporting documentation provided by the Division. Upon request, the Division shall provide to the Consenting Parties information related to the State's applicable rates and fees. The Division shall provide the Consenting Parties with quarterly statements within 60 days of the quarter reflecting costs incurred. Within 60 days of the receipt of each such statement which has been properly submitted in accordance with this schedule, the Consenting Parties shall pay to the Division the amount invoiced.

**H. LETTER OF COMPLETION AND NO FURTHER ACTION DETERMINATION**

Upon completion of all tasks set forth in this Order, the Division shall issue to the Consenting Parties a letter stating that the requirements of this Order have been fulfilled and no further action is required of the Consenting Parties concerning contamination identified and addressed in this Order. Issuance of a no further action letter shall not relieve the Consenting Parties of any responsibilities for operation and maintenance activities, financial assurance, or continued adherence to and enforcement of land use restrictions, if any, pursuant to Tennessee Code Annotated section 68-212-225.

**I. FINANCIAL ASSURANCE**

Within 60 days of the execution of this Order, the Consenting Parties shall advise the Division of its selected method of providing financial assurance for construction, operation, and maintenance of the final remedy. Such method shall be in a form approved by the Division, which shall not be unreasonably withheld. This financial assurance shall be in place and effective 90 days

**Exhibit A**

following Division approval of the Remedial Action Work Plan. The amount of such financial assurance shall be based upon an estimate, submitted by the Consenting Parties, of the total third-party costs of construction, operation, and maintenance of the final remedy, which must be approved by the Division. This cost estimate shall be revised biennially to account for inflation, deflation, completed tasks, operation history, and other factors affecting such costs. Nothing herein shall preclude the Consenting Parties from providing reasonable assurance of availability of funds based on furnishing its own guarantee that such funds will be available for construction, operation, and maintenance of the final remedy.

**J. GENERAL PROVISIONS****(1) SITE ACCESS**

During the effective period of this Order, and until certification by the Division of completion of all activities under this Order, the Consenting Parties shall use reasonable efforts to assure that the Division and its representatives or designees shall have access to the Site during normal business hours and, upon reasonable notice, at non-business hours, to all areas of the Site controlled by the Consenting Parties. Such access may be for the purpose of monitoring activities; verifying data; conducting investigations; inspecting and copying records, logs, or other documents that are not subject to a legally applicable privilege; and conducting other activities associated with the implementation of this Order. Nothing herein shall limit or otherwise affect the Department's right of entry, pursuant to any applicable statute, regulation, or permit. The Division and its representatives shall comply with all reasonable health and safety plans published by the Consenting Parties or their contractor and used by Site personnel for the purpose of protecting life and property. If the safety plans are not included in the applicable Work Plan, they shall be provided to the Division prior to the commencement of Work Plan activities at the Site pursuant to this Order.

The Division acknowledges that the Consenting Parties are not the owner of all of the parcels of land identified in Section IX of this Order. The Department will employ its powers under applicable state law to assist the Consenting Parties and their representatives in obtaining access to any location at which any evaluation or monitoring must be

## Exhibit A

conducted related to the Site, if necessary. Any delays caused by denial of access shall be grounds for extension of any deadline for performance of activities for which Site access is required.

**(2) ASSESSMENT CONFERENCES**

During implementation of this Order, the Consenting Parties may request an assessment conference with the Division to discuss current activities, further investigation, remedial action, interim action, long term monitoring and maintenance, or other items that arise during implementation of this Order. The Division may also initiate an assessment conference with the Consenting Parties. The Division may schedule an assessment conference that the Consenting Parties shall attend. The Consenting Parties will be given at least seven days' notice prior to this conference. If the parties mutually agree that the Consenting Parties should proceed with any further investigation, remedial action, interim action, or long-term monitoring and maintenance, this agreement shall be reduced to writing, shall be signed on behalf of the Division and the Consenting Parties, and shall be appended to this Order. Any such agreement shall become an enforceable part of the Order; however, if any term or condition of any such agreement conflicts with any term or condition of the main body of this Order, the main body of this Order shall control, and the contradictory or incompatible portions of the agreement shall be null and void.

**(3) DISPUTE RESOLUTION**

If the parties cannot come to an agreement through an assessment conference, then any one of the Consenting Parties may seek review of the Division personnel's decision by petitioning the Commissioner for review. The Commissioner will hold an informal conference with all parties present. Following the informal conference, the Commissioner will make a decision in writing. The Commissioner's decision shall be considered an order subject to a petition for a declaratory order pursuant to Tennessee Code Annotated section 4-5-223(a). The Consenting Parties reserve all rights of petition and review of this Consent Order, or any Department decision made pursuant to this Consent Order, as provided by the Tennessee Uniform Administrative Procedures Act, Tennessee Code Annotated sections 4-5-101 – 4-5-502, or other applicable law.

**(4) RESTRICTED SITE ACTIVITIES**

The Consenting Parties shall not disturb, move, or remove any areas of hazardous substances, solid waste, or other pollutant(s) without written approval by the Division, unless the activities are being conducted under the terms and conditions of this Order or necessitated by the normal day-to-day activities of any on-going business.

**(5) SUBMISSION OF INFORMATION, REPORTS, AND STUDIES**

The Department may deny submission or approval of any reports or studies that do not contain the following statement:

*"I certify under penalty of law, including but not limited to penalties for perjury, that this document and all attachments were prepared by me, or under my direction or supervision. The submitted information contained in this document and on any attachment is true, accurate and complete to the best of my knowledge, information, and belief. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for intentional violation. As specified in Tennessee Code Annotated 39-16-702(a)(4), this declaration is made under penalty of perjury."*

**(6) REQUEST FOR TIME EXTENSION**

The Consenting Parties may request a time extension for any deadline in this Order by written submission made prior to the deadline, if practicable. At the discretion of the Division, the time extension may be granted for good cause shown. The Division shall not unreasonably withhold, condition, or delay its consideration and approval of any time extension requested by the Consenting Parties. Any time extension granted by the Division shall be documented in writing and appended to this Order.

**(7) NATIONAL CONTINGENCY PLAN REQUIREMENTS**

To the extent practicable, any hazardous substance containment or cleanup action, including monitoring and maintenance, performed under this Order shall be consistent with

## Exhibit A

the National Contingency Plan (NCP) promulgated pursuant to Section 105 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) as amended (Public Law 96-510). Tenn. Code Ann. § 68-212-206(e).

**(8) ON-SITE CLEANUP PERMIT EXEMPTION**

No state or local permits shall be required for clean-up activities which are conducted entirely on site and in accordance with this part; provided that such clean-up activities meet the standards that would apply if such permits were required. Tenn. Code Ann. § 68-212-222.

**K. STIPULATED PENALTIES**

Missing any deadline required by this Order, any document approved under this Order, or noncompliance with any provision of this Order may result in a stipulated penalty of \$500.00 per day per deadline missed for calendar days one through seven and \$1,000.00 for day eight and each day thereafter until the item associated with the deadline is met or the noncompliance is resolved to the Division's satisfaction. Stipulated penalties shall be payable to the Division within 45 days of the Division invoicing Consenting Parties for the stipulated penalty. If the Consenting Parties and the Division cannot resolve the dispute within 30 days, resolution of dispute of stipulated penalty shall be referred to and decided by the Commissioner's designee.

**DEPARTMENT'S RESERVATION OF RIGHTS****XIX.**

In entering this Order, the Department does not implicitly or expressly waive any provision of the Act or the regulations promulgated thereunder or the authority to assess costs, civil penalties, and/or damages incurred by the State against the Consenting Parties. The Department expressly reserves all rights it has at law and in equity to order further corrective action, assess civil penalties and/or damages, and to pursue further enforcement action including, but not limited to, monetary and injunctive relief. Compliance with this Order will be considered as a mitigating factor in determining the need for future enforcement action(s).

Exhibit A

**CONSENTING PARTIES' RESERVATION OF RIGHTS**

**XX.**

(1) The Consenting Parties do not admit or deny the factual allegations, or the alleged violations of law contained in this Order. The Consenting Parties reserve their rights to contest the factual allegations and alleged violations contained in this Order in any proceeding other than a proceeding brought by the Department to enforce the terms of this Order.

(2) Nothing in this Order shall be interpreted as limiting the Consenting Party's right to preserve the confidentiality of attorney work product or client-attorney communication.

(3) If any provision of this Order is held to be invalid or unenforceable by a court of competent jurisdiction, then the remaining provisions of this Order will remain in full force and effect.

**WAIVER OF RIGHT TO APPEAL**

**XXI.**

The Consenting Parties understand that they have the right to appeal this Order pursuant to section 68-212-215 of the Act and Tennessee Code Annotated section 4-5-315. By signing below, the Consenting Parties knowingly and voluntarily waive any right they may have to appeal this Order.

**AUTHORITY TO SIGN**

**XXII.**

The undersigned representatives of the Department and the Consenting Parties hereby represent and warrant that they are fully authorized and competent to execute this Order on behalf of the entity for which they are signing.

Issued by the Director of the Division of Remediation and agreed to by the Consenting Parties on this \_\_\_\_\_ day of \_\_\_\_\_, 2025 (the "Effective Date").

Exhibit A

\_\_\_\_\_  
Date

\_\_\_\_\_  
James S. Sanders  
Director  
Division of Remediation

Exhibit A

Consented to and agreed to by the Consenting Parties.

**CITY OF MEMPHIS**

**SHELBY COUNTY**

\_\_\_\_\_  
Date Paul A. Young, Mayor

\_\_\_\_\_  
Date Lee Harris, Mayor

Approved as to form and legality by:

\_\_\_\_\_  
Payton M. Bradford  
BPR Number 035053  
Associate Counsel  
Department of Environment & Conservation  
Davy Crockett Tower, 5th Floor  
500 James Robertson Parkway  
Nashville, Tennessee 37243  
Telephone: 615-981-7480  
Email: Payton.Bradford@tn.gov

\_\_\_\_\_  
Tannera Gibson, Chief Legal Officer/City Attorney  
BPR Number 027779  
125 N. Main, Suite 336  
Memphis, Tennessee 38103

\_\_\_\_\_  
Marlinee Iverson, Shelby County Attorney  
BPR Number 018591  
160 N. Main Street, Suite 900  
Memphis, Tennessee 38103

\_\_\_\_\_  
Carmalita Carletos-Drayton  
BPR Number 020001  
Baker, Donelson, Bearman, Caldwell & Berkowitz, PC  
165 Madison Avenue, Suite 2000  
Memphis, Tennessee 38103

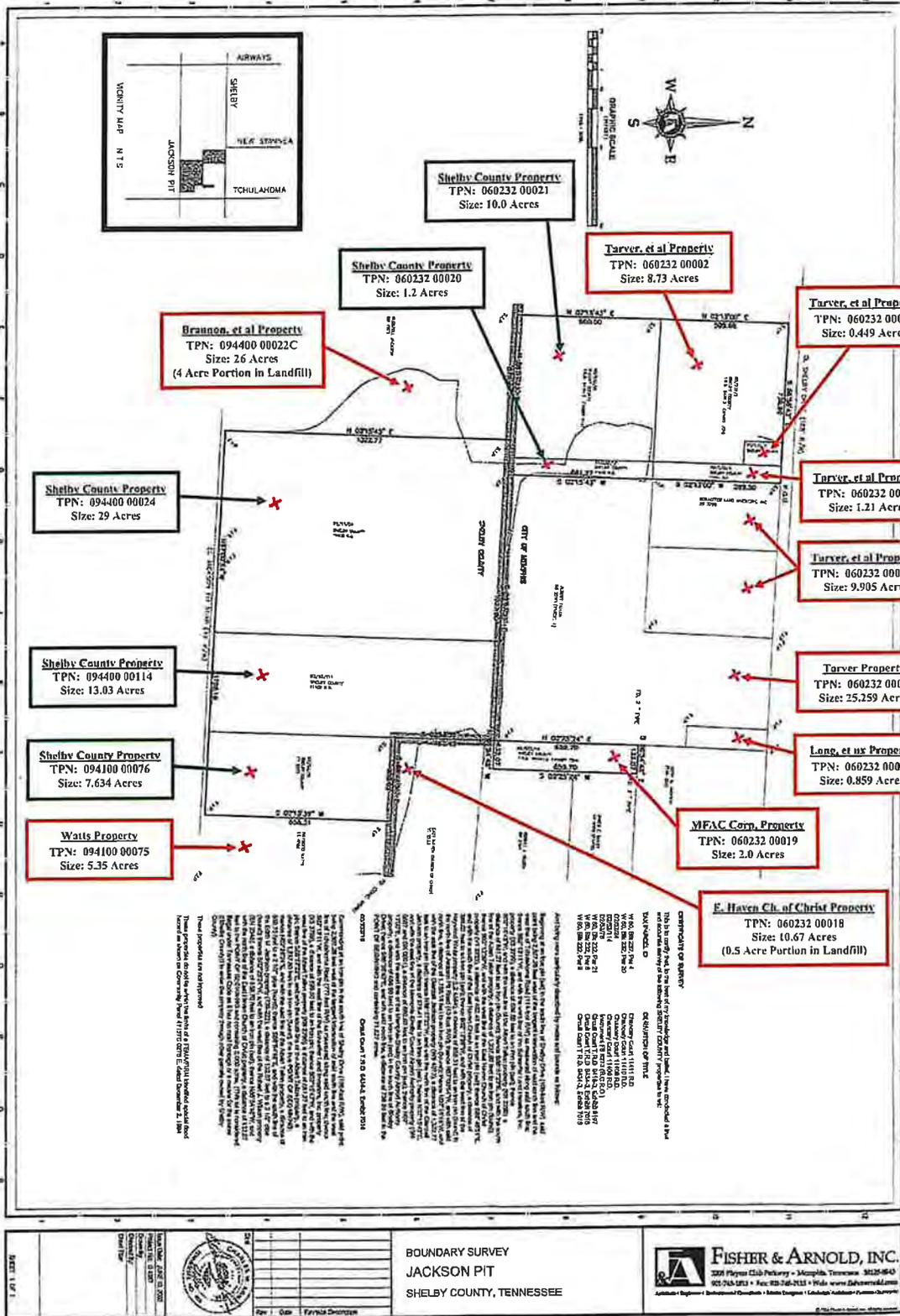


EXHIBIT "B"

## Cost sharing agreement – Jackson Pit site

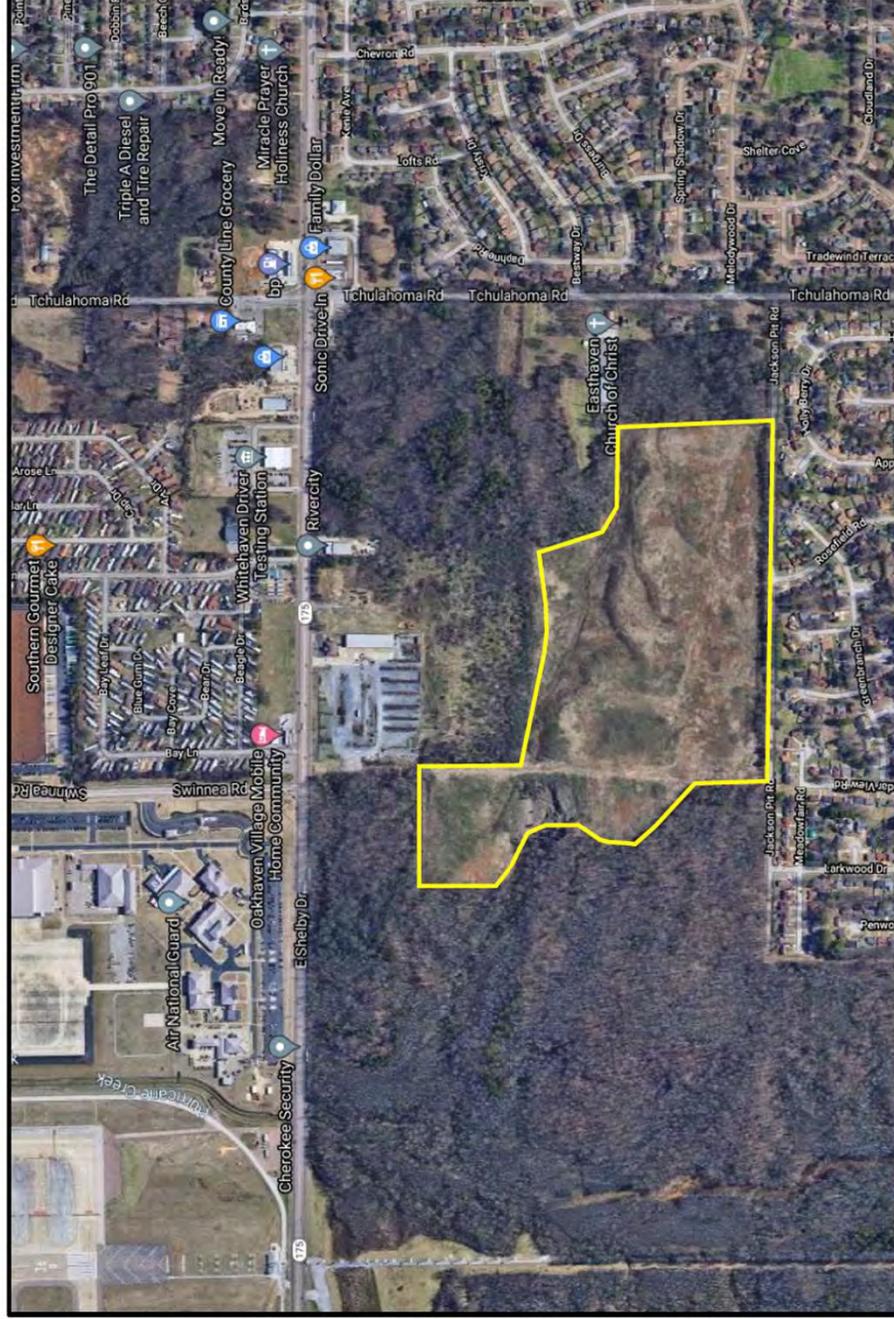
- Approve a cost sharing agreement with Shelby County
- State regulatory monitoring and maintenance activities
- City share for the defined scope of work: **\$1.79 million**

*Future activities, if required, would return to Council through the normal budget process.*





# Jackson Pit location



## Site overview and City role

- Former City/County landfill, closed since the early 1970s
- Capped and fenced, under State oversight
- City responsibility based on prior operation, not land ownership



# Requested Council action

- Approve the cost sharing agreement
- Authorize the City to proceed under the agreement
- Shelby County Commission has approved the agreement





## Memphis City Council Summary Sheet

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

Reallocation of current FY 26 Solid Waste budget funds to support second-quarter cleanup efforts.

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

Solid Waste Division

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

Funding is available in the FY 26 Solid Waste budget. The funds must be transferred and reallocated.

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

No

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

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

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

Approval will require reallocation of funds from the Solid Waste FY 26 budget.



**Resolution authorizing the reallocation of current FY 26 Solid Waste budget funds to support second-quarter cleanup efforts.**

**WHEREAS**, the City of Memphis Division of Solid Waste is committed to enhancing the quality of life for all residents of the City of Memphis, and Solid Waste plays a vital role in maintaining public health, environmental sustainability, and neighborhood cleanliness throughout the City of Memphis; and

**WHEREAS**, the reallocation of existing funds is the result of budgetary adjustments made to support second-quarter cleanup efforts; and

**WHEREAS**, budget adjustments are required to transfer funds from Full-Time Salaries to the Bonus Pay line to cover the approved collection employee bonus, hazardous duty pay, and on-the-job injury costs; and

**WHEREAS**, the majority of the M&S Expenditures reflect the reallocation of blight-related expenditure to the appropriate service center; and

**WHEREAS**, it is necessary to reallocate current FY 26 funds to accommodate quarterly adjustments.

Personnel Expenses:	\$ 508,960.00
M & S Expenditures:	<u>\$ 1,356,913.14</u>
Total Amount:	\$ 1,865,873.14

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Memphis that the Solid Waste Personnel Expenses and M&C Expenditures be and are hereby reallocated and transferred for the expenses in the sum total amount of \$ 1,865,873.14 for the second quarter clean-up.

**BE IT FURTHER RESOLVED**, that the FY 26 Solid Waste Operating Budget be and is hereby amended by reallocating and transferring funds in the sum total amount of \$1,865,873.14.



FY26 Q2 Budget Adjustment  
Budget Neutral Reallocation Request

February 24, 2026

# Total Reallocation

**\$ 1,865,873.14**

*(Budget Neutral – Internal Adjustment)*

## Personnel Services

- From: Full-time salaries  
To: Bonus Pay, OJI, Hazardous Duty Pay

## Materials & Supplies

- From: Contribution to Education, Service Charges  
To: Outside Equipment Repair

## Capital Outlay

- From: Equipment  
To: Equipment & Vehicles (correct service centers)



	Increase	Decrease
Personnel Services	\$ 508,960.00	\$ 508,960.00
Materials & Supplies	\$ 182,493.20	\$ 364,642.14
Capital Outlay	\$ 1,174,219.94	\$ 992,271.00
<b>Total</b>	<b>\$ 1,865,873.14</b>	<b>\$ 1,865,873.14</b>

# Purpose of the Adjustment



## **Why This Adjustment is Necessary:**

- Aligns appropriations with actual Q2 expenditures
- Funds employee compensation obligations
- Addresses forecasted equipment repair needs
- Ensures proper service center accounting
- Supports second-quarter cleanup execution

# Impact if Not Approved



## **If Not Approved:**

- Insufficient line authority for:
  - Employee bonuses
  - OJI expenses
  - Hazardous duty pay
- Insufficient funding for equipment repair
- Capital outlay expenditures misaligned within service centers

# Funding Source & Fiscal Impact



- Internal reallocation within adopted FY26 Solid Waste Operating Budget
- **Budget Neutral**
- No increase to FY26 appropriation
- No additional funding requested
- No district-specific impact



## Memphis City Council Summary Sheet

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

Resolution to appropriate Two Hundred and Fifty Thousand Dollars (\$250,000.00) in G.O. Bonds for FY26 Convention Center, CIP Project Number GS26100. Funds will be used for public projects necessary to improve the facility's technology systems.

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

General Services, at request of Memphis Management Group, LLC managers of the Renasant Convention Center and Cannon Center for the Performing Arts.

**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.**

Council District 7, Super District 8  
Benefiting all other districts and the entire region as well.

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

Not Applicable.

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

This resolution will require an expenditure of funds.



# P113

## **Resolution to appropriate Two Hundred and Fifty Thousand Dollars (\$250,000.00) in G.O. Bonds for FY26 Convention Center, CIP Project Number GS26100.**

**WHEREAS**, the Council of the City of Memphis did include the FY26 Convention Center, CIP Project Number GS26100, as part of the Fiscal Year 2026 Capital Improvement Program Budget; and

**WHEREAS**, the Council of the City of Memphis did provide an allocation of Two Hundred and Fifty Thousand Dollars (\$250,000.00) of General Obligation bonds for additional necessary capital projects to maintain and further position the Renasant Convention Center and The Cannon Center for the Performing Arts as world class facilities; and

**WHEREAS**, Memphis Management Group, LLC., managers of the Renasant Convention Center and The Cannon Center for the Performing Arts, will use these funds to improve technology systems in the Center; and

**WHEREAS**, these improvements include replacing end-of-life wireless technologies, including 22 core fiber switches and 100 wireless access points in the main exhibit hall area where large groups gather, and exhibitors conduct e-commerce; and

**WHEREAS**, the Memphis Convention Center Commission reviewed and approved this capital improvement item.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Memphis that it hereby approves the appropriation in the amount of Two Hundred and Fifty Thousand Dollars (\$250,000.00) funded by G.O. Bonds for Information Technology and chargeable to the Fiscal Year 2026 Capital Improvement Budget and credited as follows:

Project Title:	FY26 Convention Center
Project Number:	GS26100
G.O. Bonds:	\$250,000.00
Information Technology:	\$250,000.00

**RESOLUTION TO ALLOCATE \$45,000 IN FY26 COUNCIL COMMUNITY GRANT PROGRAM FUNDS**

**WHEREAS**, the Memphis City Council Community Grant Program seeks to allocate financial support to qualified nonprofit organizations offering initiatives that focus on reducing poverty, strengthening youth engagement, preventing crime, and promoting economic growth throughout the City of Memphis; and

**WHEREAS**, for FY26, the Council Community Grant Program will award \$2.6 million in grants, with each Councilmember having the opportunity to allocate \$200,000 in funding; and

**WHEREAS**, to allow all funds to be allocated and disbursed in advance of the end-of-year reporting deadline, each Councilmember is asked to allocate their grant funds to organizations that are eligible to receive funds during the FY26 grant cycle.

**NOW, THEREFORE, BE IT RESOLVED** that Councilwoman Yolanda Cooper-Sutton wishes to allocate \$45,000 of her remaining FY26 grant funding to the following organizations:

<b>ORGANIZATION NAME</b>	<b>AMOUNT</b>
A Better Whitehaven	\$10,000
A.N.C.H.O.R CDC	\$10,000
Connected Hearts	\$10,000
Overton Park Conservancy (Approved through the Community Grant Program application process)	\$6,000
Memphis Lift	\$6,000
Motivating Bold Believers for Excellence	\$2,000
Community Service Leaders of America	\$1,000

**An Ordinance Renaming Monroe Avenue Between Front Street and Riverside Drive as  
Hyde Square**

**WHEREAS**, the Memphis City Council possesses naming and renaming powers for public streets, parks, and other public spaces pursuant to Ordinance No. 5759, which amended the City of Memphis Code of Ordinances for this purpose; and

**WHEREAS**, on occasion, the Memphis City Council sees fit to recognize individuals and families within the Memphis community who have made significant, lasting contributions to the city through the renaming of public streets and spaces in their honor; and

**WHEREAS**, the Hyde family has demonstrated exceptional leadership and civic commitment to the City of Memphis through their support of cultural, educational, and community institutions, including transformative contributions to the new Memphis Art Museum and numerous other cultural and civic projects across the city; and

**WHEREAS**, Monroe Avenue between Front Street and Riverside Drive includes loading and parking access to the new Memphis Art Museum, as well as a newly developed park that connects the museum to the Cossitt Library, making this location particularly well-suited to honor the Hyde family's legacy and longstanding investment in Memphis; and

**WHEREAS**, the Memphis City Council wishes to recognize and commemorate the Hyde family's profound impact on the city by renaming this section of Monroe Avenue in their honor.

**SECTION 1. BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEMPHIS**, that the following street shall be renamed, and the administrative street renaming process shall proceed as follows:

- A. Monroe Avenue between Front Street and Riverside Drive shall be renamed as Hyde Square.
- B. The Memphis City Council, Division of Planning and Development, Division of Engineering, and any other applicable City of Memphis divisions shall coordinate to perform the appropriate notifications and administrative protocols necessary to complete this permanent street name change.
- C. The City Engineer is requested to affix suitable signs denoting the street as Hyde Square.

Sponsors:

Michalyn Easter-Thomas  
Jeff Warren  
Rhonda Logan  
Jerri Green  
Pearl Eva Walker  
Philip Spinosa  
Edmund Ford, Sr.  
J.B. Smiley, Jr.  
Janika White  
Yolanda Cooper-Sutton  
Chase Carlisle  
J. Ford Canale

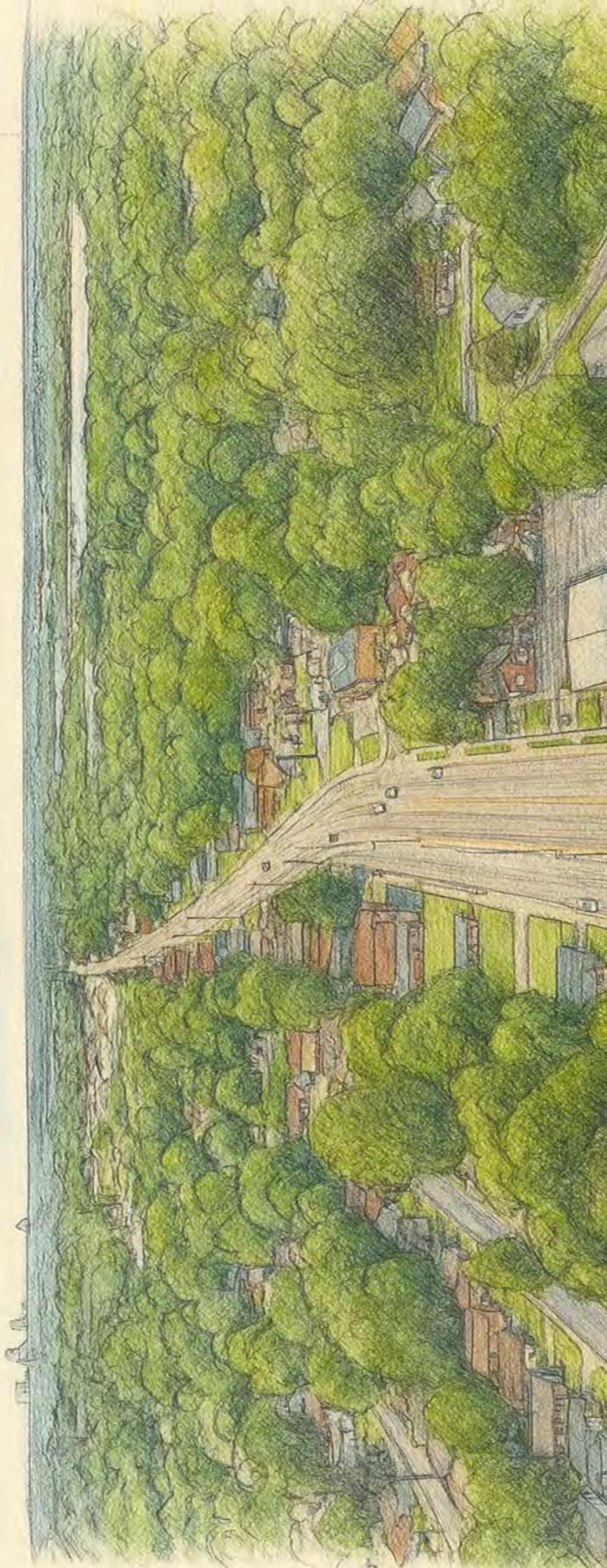
Jana Swearengen-Washington

Chairwoman

# Hello Hyde Park Neighborhood Revitalization Plan



## Findings and Recommendations with a Strategic Focus on Redevelopment of Vacant Lots in Hyde Park for New Housing



# Context and Guiding Thoughts

Memphis needs approximately

**39,000 Affordable Housing Units**

to meet current demand.

**The revitalization of Hyde Park will require support from:**

**Municipal Leaders, Developers, Businesses and most importantly,  
the hands-on work of Community Member-led organizations and  
Legacy Residents to be successful.**



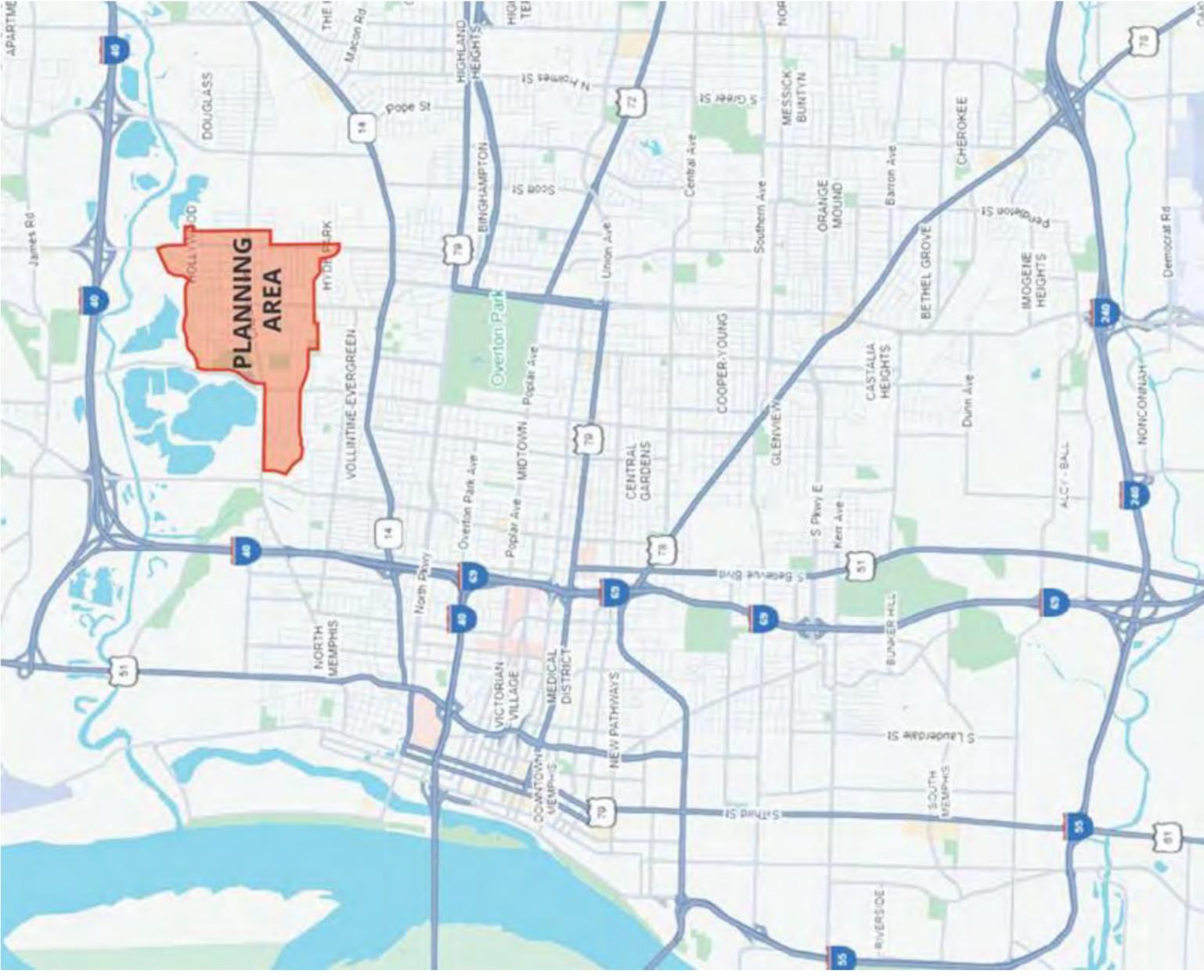
# Planning Goals

Hyde Park is a historic North Memphis neighborhood that has experienced decades of disinvestment, but also has been strengthened by deep community roots, committed leaders and engaged residents.

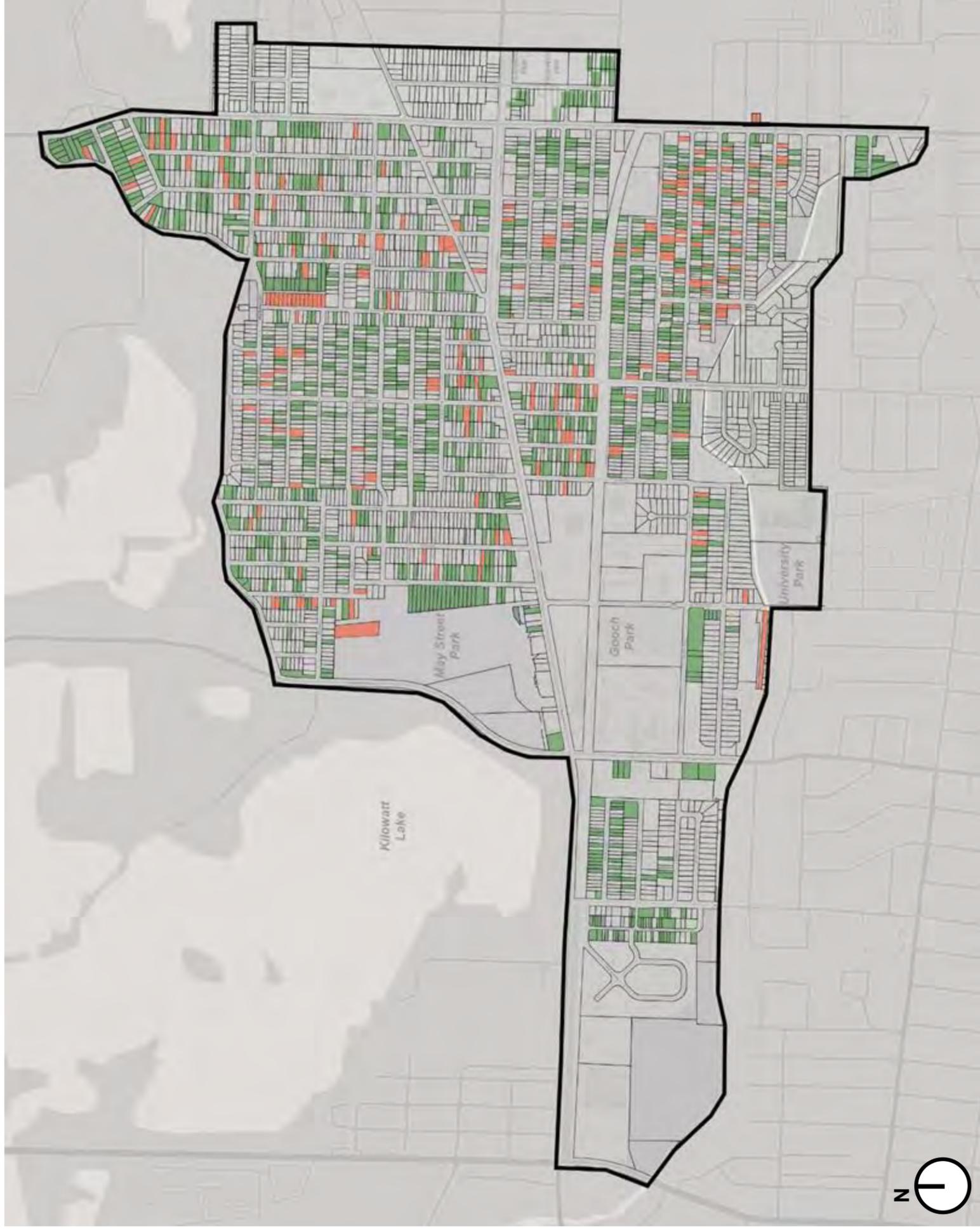
The Hello Hyde Park Revitalization Plan advances a resident-driven vision to:

- 1. Leverage Public Land for Community Benefit**
  - a. Target 200+ Shelby County Tax-Sales parcels for infill development.
- 2. Improve Essential Housing Quality**
  - a. Turn vacant lots into new homes that meet current building codes and ensure durable, energy-efficient construction.
- 3. Support Homeownership**
  - a. Provide Home Buyer Education, financial readiness support, and identify incentive packages to make ownership attainable.
- 4. Diversify Housing Stock**
  - a. Introduce “Missing Middle” housing types that fit the neighborhood scale and meet affordability needs.
- 1. Build a Community-Led Development Model**
  - a. Partner with resident-led groups and small local builders, ensuring

~~development benefits the Hyde Park community.~~



# Vacant Land Parcels



The Master Plan targets the infill development of **200+ Shelby County Tax-Sales Parcels** via the **Building Home Program**.

They will be transferred at **minimum cost to qualified developers** to accelerate neighborhood investment and reduce construction barriers

The Build Home joint-ordinance stipulates the time period in which homes must be completed.

## Legend for Hyde Park Vacant Land Properties

-  **Shelby County Tax Sales Properties (200+)**
-  **Opportunity Parcels (~300)**

# Neighborhood Data & Demographics



## Hyde Park's character has been shaped by:

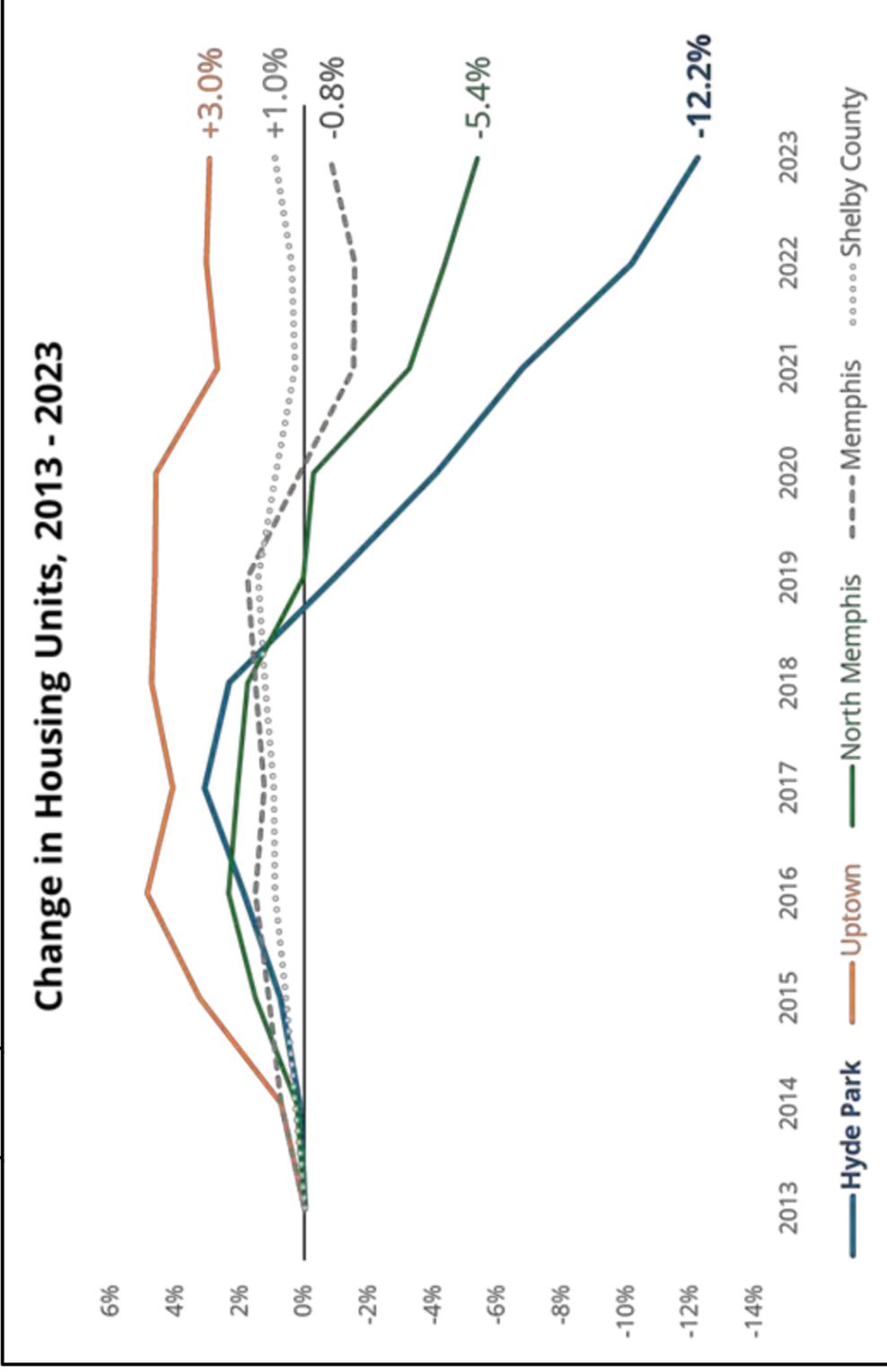
- Strong community identity & neighborhood pride
- Legacy of redlining and industrial impacts
- Population decline and housing disinvestment
- Limited food access and unreliable transit

## Despite challenges, Hyde Park has meaningful advantages:

- Engaged residents and community partners
- More than 200 available lots owned by the City or County
- Parks, civic anchors, and adjacency to the Wolf River Greenway
- Planned grocery store and corridor reinvestment

	1960	1970	1980	1990	2000	2010	2020
<b>Population</b>							
White	9,385	3,628	1,409	1,203	718	415	564
Black	14,989	23,361	21,317	18,124	14,795	11,975	9,723
<b>Household Size</b>	3.75	3.78	2.98	2.76	2.62	2.49	2.36
<b>Median Income (\$)</b>	4,111	5,856	8,803	12,888	17,908	x	31,351
<b>Median House Value (\$)</b>	8,550	10,425	22,190	37,550	48,375	x	x
<b>Median Rent (\$)</b>	46	59	92	194	294	x	870

Source: Shelby County Census Tracts from 1960 - 2020



Source: HR+A provided data from American Community Survey, U.S. Census Bureau

# Core Recommendations



## Recommendation I:

### Escalate Efforts to Secure a New Grocery Store for Hyde Park

- Increasing the number of residents is critical to making this feasible.
- Proposed North Memphis Grocery Store can create economic growth, jobs, and improved public health.

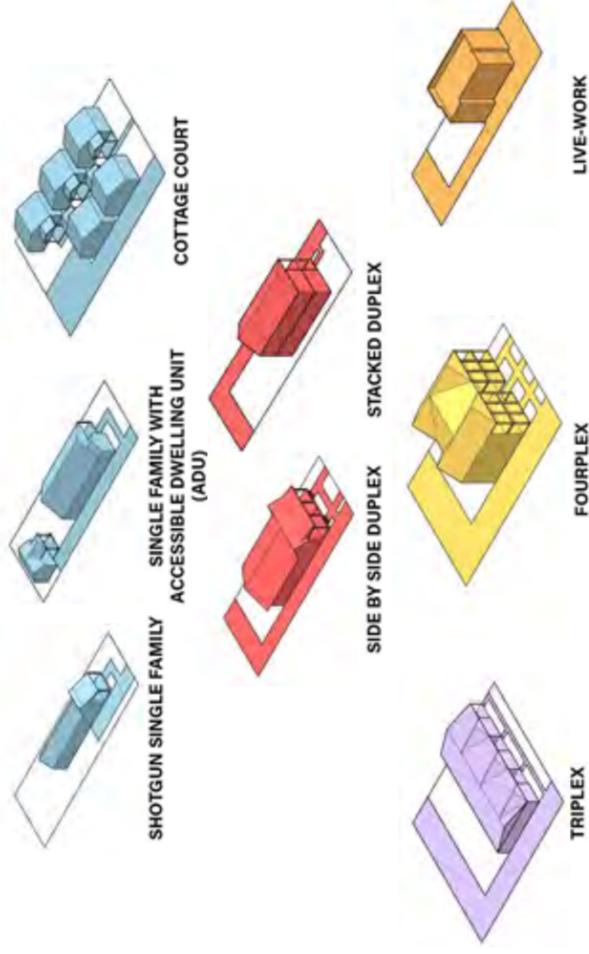


(Source: Graphics created by Self + Tucker Architects)

## Recommendation II:

### Diversify Affordable Housing Stock

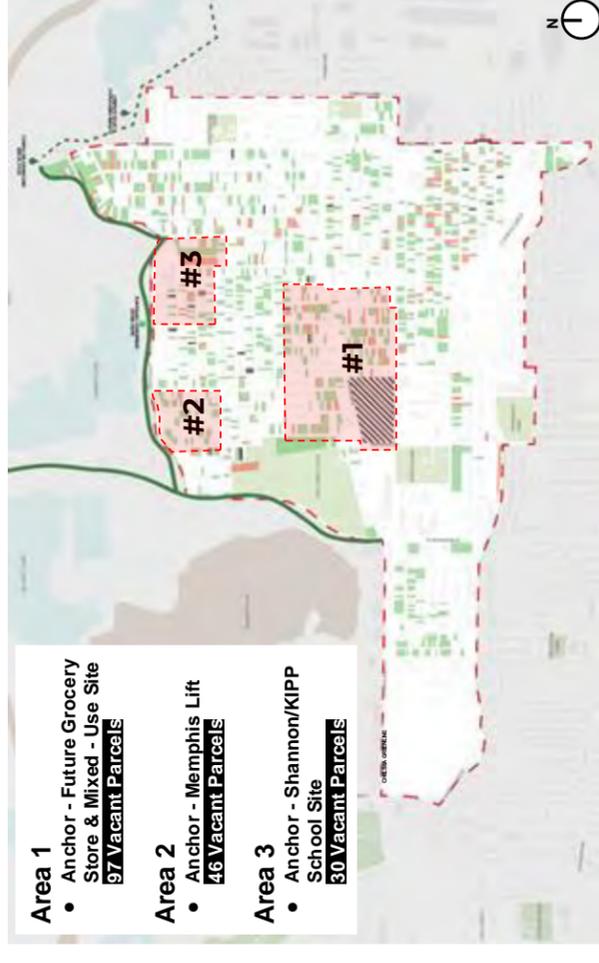
- Introduce “missing middle” housing to support affordability and neighborhood stability.
- Attract diverse income levels and create opportunities for local builders and small-scale developers.



## Recommendation III:

### Prioritize Focus Areas

- Concentrate investment in focus areas to create measurable progress and build development momentum.
- Demonstrate the impact of coordinated revitalization across housing, infrastructure, and community amenities.

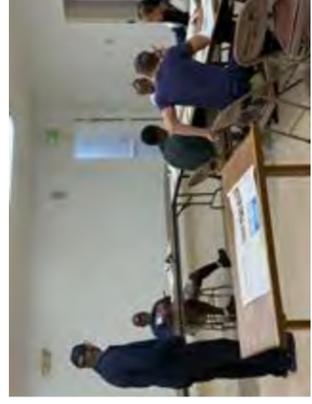
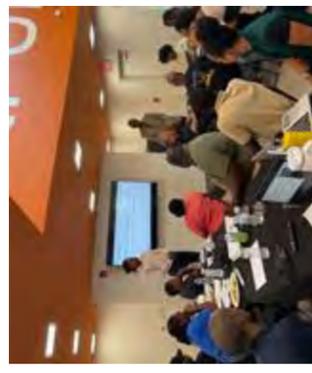


# Community Engagement



## Through multiple engagement sessions, residents emphasized:

- Expanding affordable homeownership
- Increasing funding to repair existing homes
- Reducing blight and improving appearance and safety
- Improving public transit connections
- Maintaining neighborhood character
- Creating generational wealth
- Creating jobs, providing career training pathways, and supporting small business opportunities



Building Home Program Approved

Tour of Hyde Park  
Community Stakeholders Meeting

Community Engagement  
Survey Issued

Community Outreach to Hyde Park Matters

Small Area Plan Updates

City of Memphis Council Meeting

Community Meeting  
Developer Exposition  
Council Resolution

2025

MAY

JULY

AUGUST

OCTOBER

NOVEMBER

2026

MARCH

APRIL



# Community Engagement - Survey



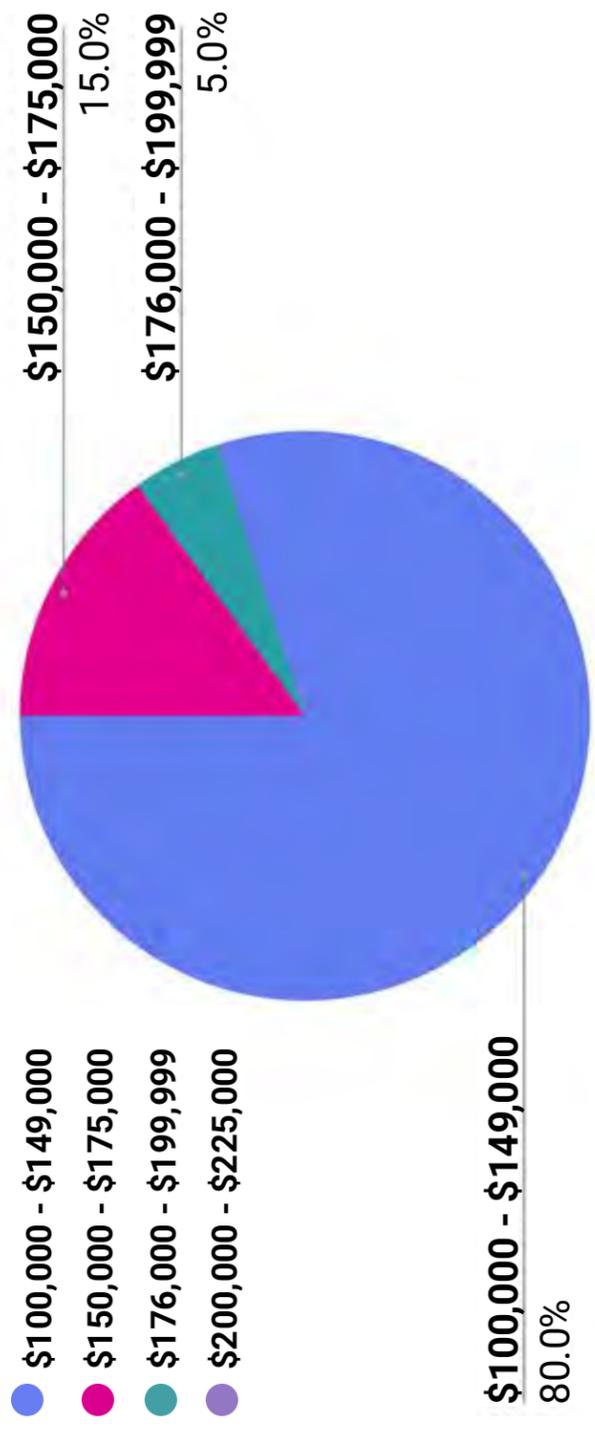
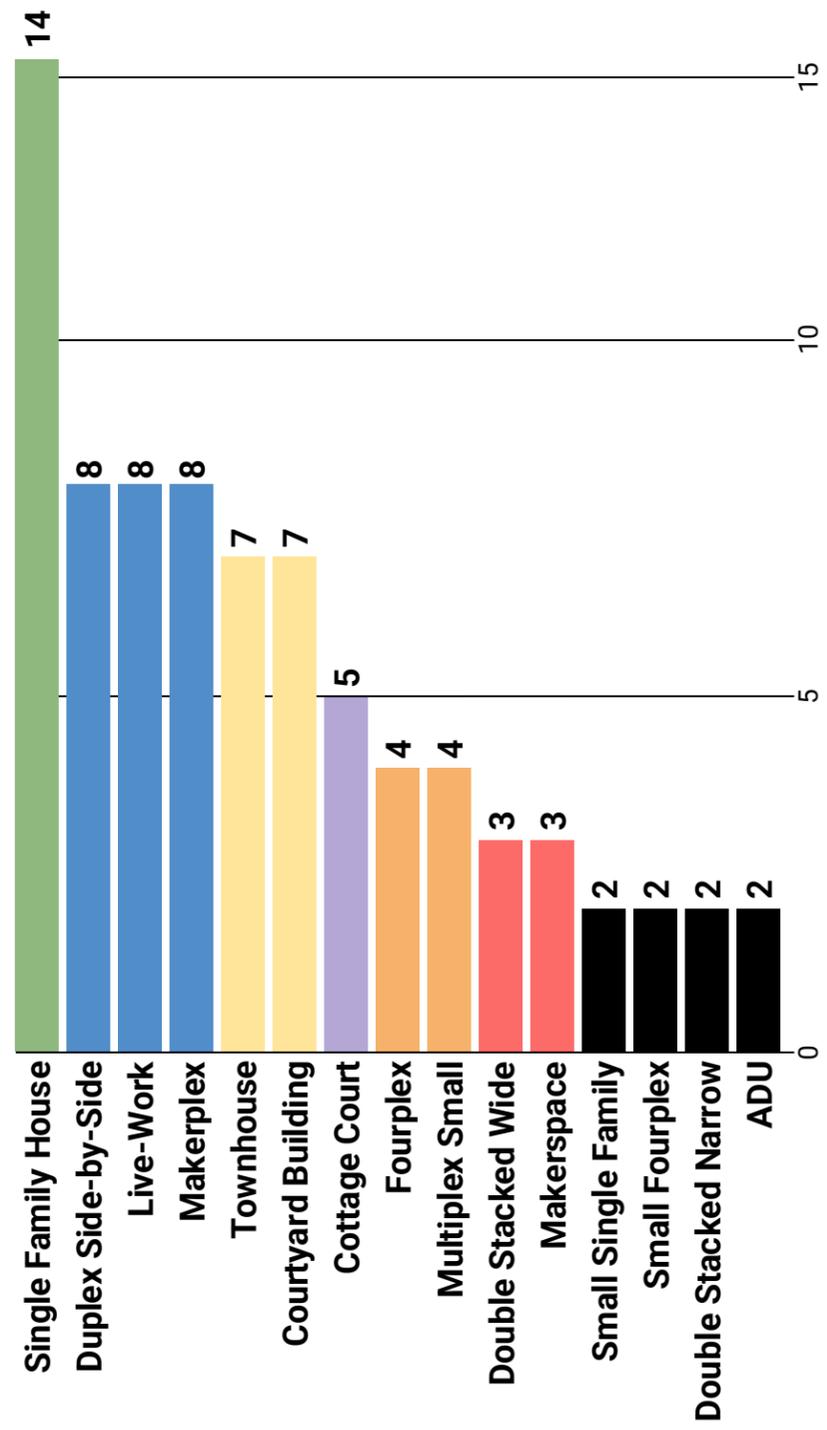
**What do you feel is the appropriate cost range for a quality new construction 3 Bedroom, 2 Bathroom home in the Hyde Park Community?**

An affordable home sales price is appropriate for Hyde Park at \$100,000-\$149,000

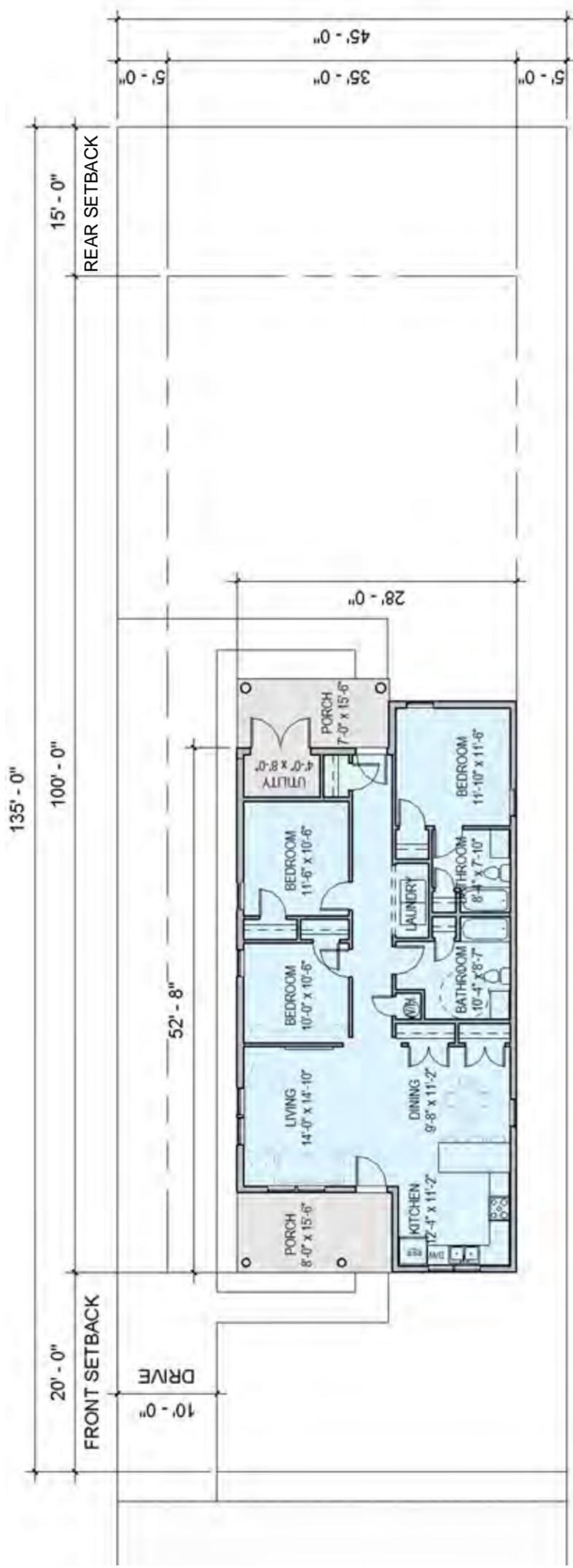
**What types of housing does the neighborhood need to thrive?**

When aggregated, the most popular types of housing are:

- Single Family - 14 Respondents
- Duplexes - 13 Respondents
- Mixed Use and Middle Scale buildings - 19 Respondents



# Single Family Infill Design - 45'-0" Lot



## SINGLE FAMILY LOT SIZE - 45' x 135'

HEATED SF - 1,299 SF

UNHEATED SF - 267 SF

TOTAL SF - 1,566 SF

$$1,299 \text{ SF} \times \$145/\text{SF} = \$188,355$$

Based on feedback from developer Demitrius Halliburton, a "Standard Grade" home is estimated to cost **\$145/SF**.

Per estimates & Appraisal Quality Ratings:

- **\$125/SF** Basic-Grade
- **\$145/SF** Standard Grade
- **\$160/SF** Above Standard

# First Time Home Buyer's Capital Stack



## Base Case – Small Single-Family Home, Appraisal Gap, DPA Subsidy

Home Data
<ul style="list-style-type: none"> <li>• 3 Br / 2 Ba</li> <li>• 1,299 sf</li> <li>• \$145 Cost per SF</li> <li>• Cost to Build: \$188.5k</li> </ul>
Financing Data
<ul style="list-style-type: none"> <li>• 97% LTV (FHA Loan)</li> <li>• 6.1% interest rate</li> <li>• Closing Costs: 4%</li> <li>• Upfront Mortgage Insurance Premium (UFMIP): 1.75%</li> </ul>

Closing: \$7.5k
UFMIP: \$3.3k
Construction Cost: \$188.5k

Equity: \$2.8k
CoM DPA: \$25k
UH Rise Up: \$25k
Bank Loan: \$146.5k

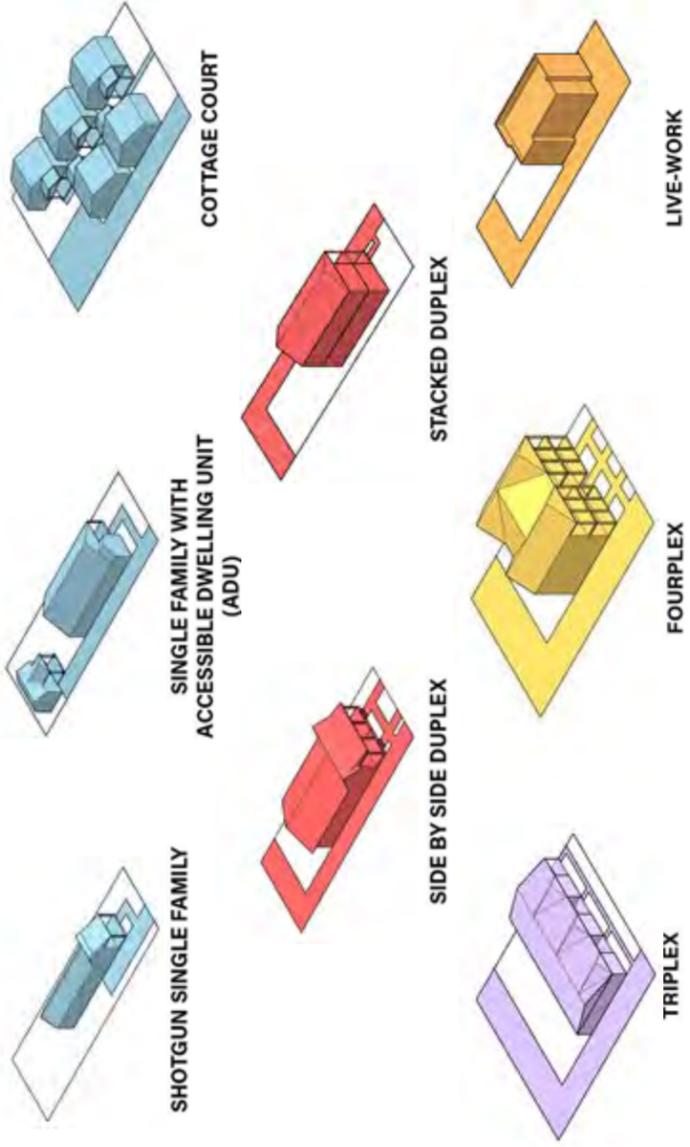
With DPA, this family can afford the home at a lower monthly payment.

However, households that need this much downpayment assistance may struggle to afford maintenance expenses in the long term.

Outcomes
• Monthly Mortgage Payment: \$888
• Monthly Taxes, Insurance, Maintenance: \$307
• Upfront Borrower Equity Required: \$2,800

**Uses - \$199.3K**      **Sources - \$199.3K**  
**Purchase Price**

# Diversify Affordable Housing Stock



**Single Family**  
Uptown



**Single Family with ADU**  
Midtown



**Cottages**  
Orange Mound



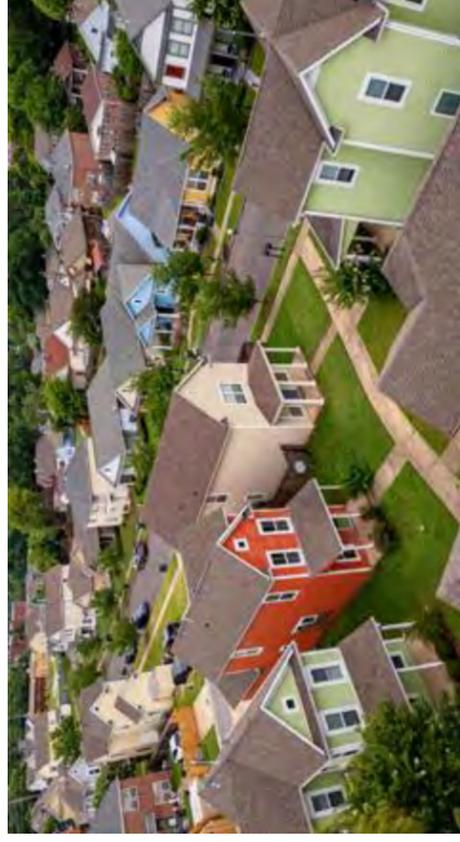
**Cottage Court**  
Uptown



**Two-Family (Duplex)**  
South Memphis



**Four Family (Fourplex)**  
Uptown



**Uptown Memphis Redevelopment**



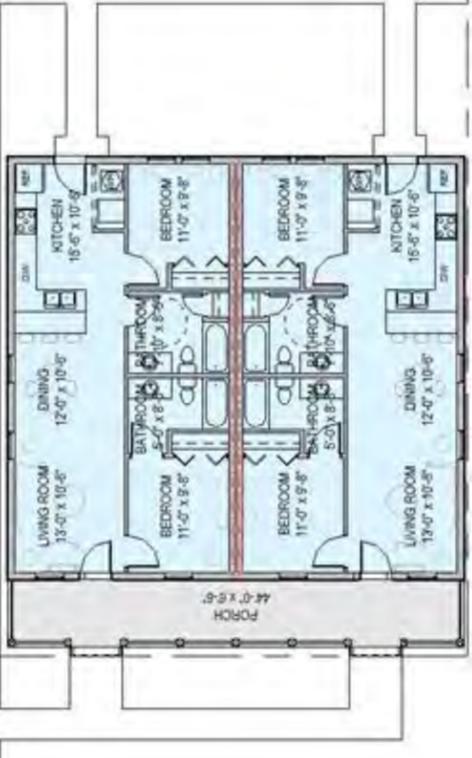
**Malone Park Commons**

HOUSING TYPE	LOT DIMENSIONS	SQUARE FOOTAGE	EST. COST PER SF	EST. COST TO BUILD
<b>SINGLE FAMILY</b>	40' X 80'	1,122 SF	\$145/SF	\$163,000
<b>ADU</b>	40' X 35'	480 SF	\$145/SF	\$70,000
<b>3D PRINTED HOME</b>	40' X 80'	1,566SF	\$125/SF	\$196,000
<b>COTTAGE COURT</b>	100' X 135'	911 SF	\$145/SF	\$132,000
<b>SIDE BY SIDE DUPLEX</b>	45' X 135'	2,024 SF	\$145/SF	\$294,000
<b>STACKED DUPLEX</b>	40' X 135'	2,202 SF	\$130/SF	\$286,000
<b>TRIPLEX</b>	120' X 125'	5,048 SF	\$145/SF	\$732,000
<b>FOURPLEX</b>	75' X 135'	4,860 SF	\$160/SF	\$778,000
<b>APARTMENT</b>	115' X 560'	76,500 SF	\$165/SF	12,623,000
<b>LIVE-WORK</b>	40' X 100'	2,202	\$169	\$372,000

# Missing Middle Infill Designs



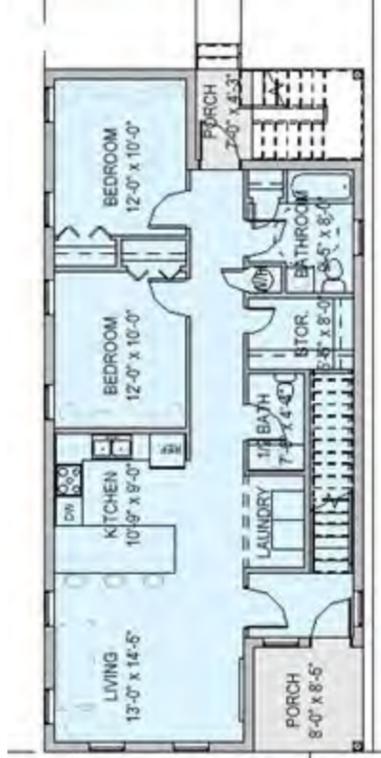
**2 BEDROOM DUPLEX - 50' LOT**



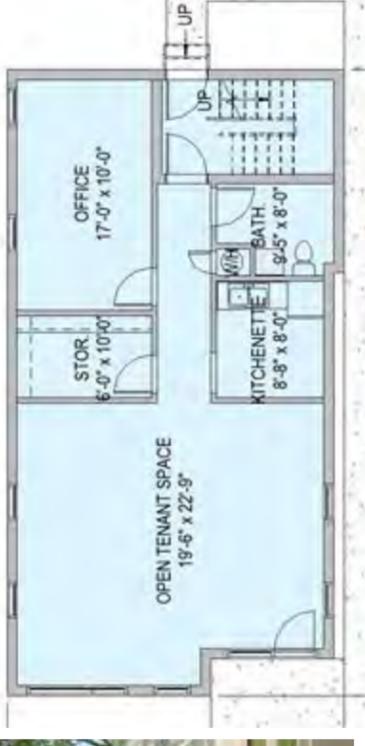
**STACKED TRIPLEX - 40'-0" LOT**



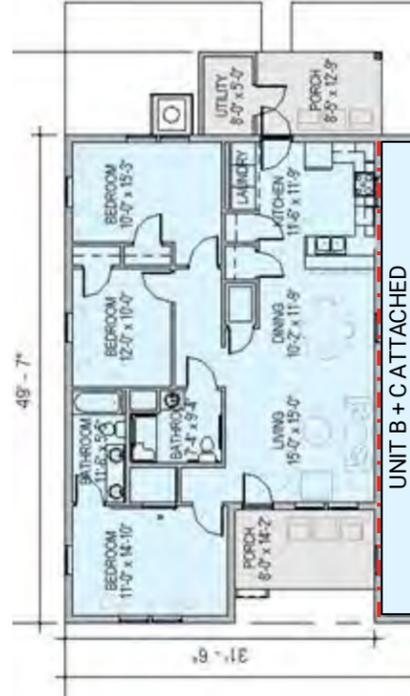
**STACKED DUPLEX - 40' LOT**



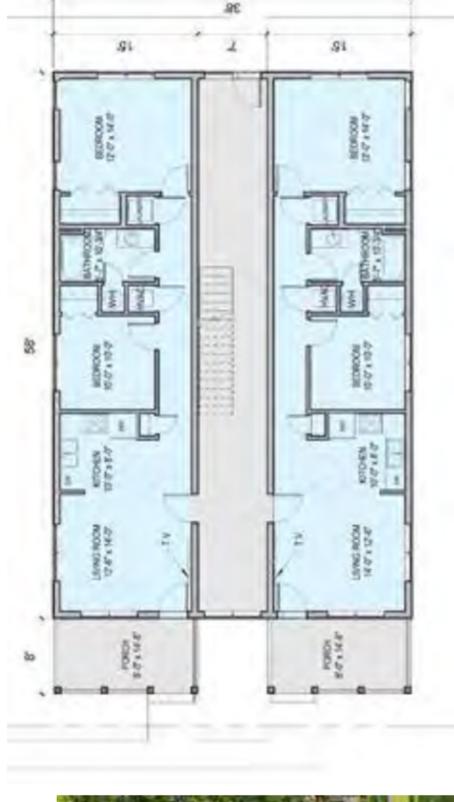
**LIVE WORK - 40' LOT**



**TRIPLEX - 120' LOT**



**2 BEDROOM FOURPLEX - 75' LOT**



# Hyde Park Revitalization Toolbox



## Municipal Tools

- Prepare Residents to Become Buyers
- Provide training for Emerging Developers in Hyde Park
- Leverage Homeowner Repair Programs
- Incentivize “Missing Middle” & Infill Housing
- Provide a Consistent Source of Funding for the Affordable Housing Trust Fund
- Incorporate Cultural Heritage Tourism



## Funder & CDFI Tools

- Create and Expand Mortgage Programs
- Create and Expand Incremental Development Loan Programs
- Fund Projects through Emerging Developer Programs
- Increase Incentives to Eliminate Funding Gaps
- Utilize New Market Tax Credits



## Community Tools

- Increase Municipal/Community Collaboration
- Encourage Resident-Led Revitalization
- Enhance Existing Green Space
- Forming a Community Development Corporation (CDC)
- Create Opportunities for Resident Organizations to Become Vendors and Maintain Vacant Lots to Create Jobs

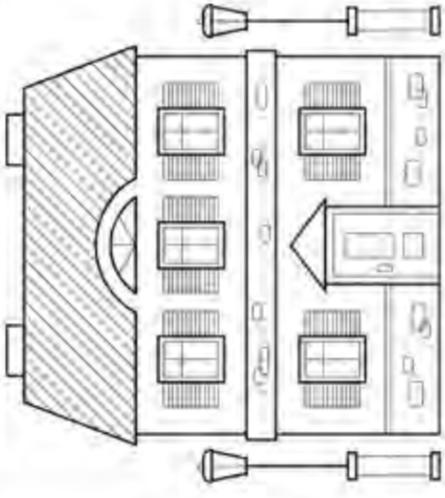


# Community Financial Impact



## What a \$500K Housing Project Actually Does

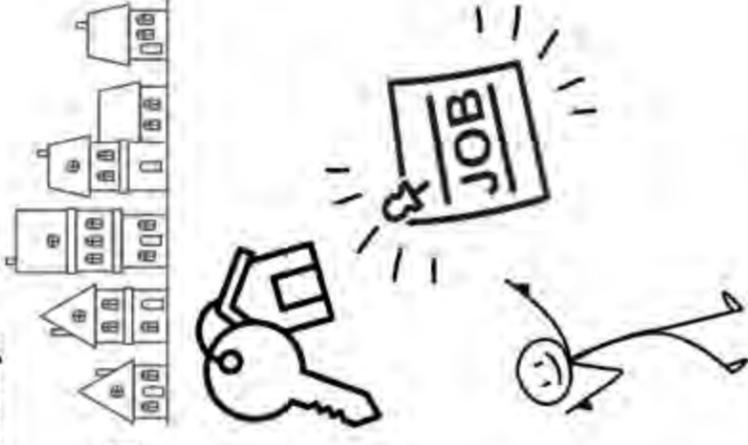
What the underwriter sees:



- \$500K Deployed
- ROI: 3-5%

What actually happens in the community:

- 4-6 Families Stabilized
- \$200K+ Local Contractor Spend (Plumbers, Electricians, Painters)
- 2-3 New Jobs Created
- \$30K-40K Property Tax (Schools, Infrastructure)
- 1 Developer Building Capacity
- 1 Block Proof of Concept
- Neighborhood "Disinvested" → "Emerging"



(Source: Dominique Anderson Consulting)

## The Real Impact

The Hello Hyde Park Master Plan doesn't just impact one neighborhood  
It reimagines how we develop affordable housing in Memphis.

# Hello Hyde Park

## Neighborhood Revitalization Plan



**A resolution calling for an end to lawless ICE and CBP surges across the country and calling on Congress to withhold any funding for the U.S. Department of Homeland Security without meaningful and significant guardrails.**

**WHEREAS**, the Trump Administration's assault on communities in the name of immigration enforcement is eroding our constitutional rights and endangering residents; and

**WHEREAS**, immigration authorities are using increasingly dangerous tactics, such as engaging in unprovoked violence, excessively using force, including in some cases, killing civilians, and deploying chemical weapons; and

**WHEREAS**, in multiple cities, agents from U.S. Immigration and Customs Enforcement (“ICE”) and U.S. Customs and Border Patrol (“CBP”) have violently arrested civilians, including U.S. citizens, and deployed chemical weapons without warning in residential areas, harming school children and local law enforcement; and

**WHEREAS**, from September 2025 through January 2026, immigration agents have shot at least nine individuals, including three who died as a result, Alex Pretti, a U.S. citizen and an ICU nurse at a Veterans Affairs hospital in Minneapolis, Renee Good, a U.S. citizen and mother of three in Minneapolis, and Silverio Villegas González, a father of two, in Chicago; and

**WHEREAS**, immigration agents have terrorized and abducted students on their way to and from school, unleashed chemical agents on students and staff on school grounds, leading to children being too afraid to attend school, which is a right guaranteed to all students in all 50 states; and

**WHEREAS**, the One Big Beautiful Bill Act of 2025 (“OBBBA”) gave ICE and CBP \$170 billion for anti-immigrant enforcement, detention, and deportation at the expense of urgent needs in our community, including housing and healthcare; and

**WHEREAS**, conditions in immigration detention facilities are rapidly deteriorating with dangerous overcrowding and detained individuals and advocates reporting medical neglect, substandard food, inadequate access to clean water, and overuse of solitary confinement; and

**WHEREAS**, about ninety percent of people being detained are in for-profit facilities, which have a long record of cutting corners on essential services to reap profits; and

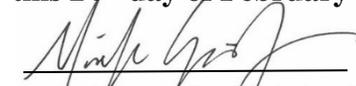
**WHEREAS**, since President Trump took office on January 20, 2025, an unprecedented thirty-seven people have died in the custody of ICE, including several deaths that may have been preventable; and

**WHEREAS**, the immigration system is a civil system not a criminal system and immigration detention is intended to be a non-punitive system.

**NOW, THEREFORE, BE IT RESOLVED** by the Memphis City Council

- A. The council calls for an end to Border Patrol deployments and an end to ICE and CBP's lawless surges in cities across the country that are undermining public safety.
- B. The council calls on the United States Congress to not provide any additional funding for the U.S. Department of Homeland Security ("DHS") without including meaningful and significant guardrails to rein in the agency and how it operates in communities.
- C. The council expresses support for guardrails to be included in any funding bill for DHS that would:
  - 1. End lawless enforcement including by requiring DHS to get a warrant, stop using masked agents for immigration enforcement actions, stop the targeting of people based on their race, language or accent, place of employment, or location at the time of the apprehension, and prohibiting enforcement at sensitive locations like daycares and schools, houses of worship, and hospitals;
  - 2. End detention abuses by ending the use of private, for-profit detention prisons, prohibiting funding for facilities that threaten the health, safety, or due process rights of detained people, and restoring access to bond hearings;
  - 3. Preserve the ability of local and state jurisdictions to investigate and prosecute potential crimes and use of excessive force incidents. Require that evidence is preserved and shared with jurisdictions. Require the consent of States and localities to conduct large-scale operations outside of targeted immigration enforcement.
- D. The council calls on Congress to make deep and meaningful cuts to the \$170 billion in funding given to DHS in the OBBBA and redirect those funds to urgent needs like housing and healthcare.
- E. The council calls on Congress to deliberate a plan to restructure DHS to bring more accountability to this sprawling agency, to ensure that the Department's essential national security and public safety functions, including cyber security and emergency management, can be separated from immigration enforcement, and to completely rebuild immigration enforcement agencies from the ground up to stop the culture of lawlessness and ensure guardrails and accountability.
- F. The clerk of the council is directed to send a copy of this motion to each member of the Tennessee congressional delegation.

**Given by my hand and under the  
great seal of the City of Memphis,  
this 24<sup>th</sup> day of February 2026.**



**Councilwoman Dr. Michalyn Easter-Thomas  
Memphis City Council, District 7**

**REFERENDUM ORDINANCE NO. 5966**

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

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

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

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

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

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

Section 1. Proposed Amendment and Authorization.

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

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

“ARTICLE 34: CIVIL SERVICE

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

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

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

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

Section 3. Certification and Delivery to Election Commission.

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

Section 4. Proposal and preference.

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

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

‘ARTICLE 34: CIVIL SERVICE

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

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

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

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

Section 5. Effective Date of Charter Amendment.

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

Section 6. Certification of Results.

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

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

Section 8. Nonconflicting - Conflicting Laws.

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

Section 9. Severability.

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

Section 10. Publication as Required by the City Charter.

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

Section 11. Enactment of Referendum Ordinance.

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

**SPONSORS:**

JB Smiley, Jr.

Jerri Green

Dr. Jeff Warren

J. Ford Canale

Yolanda Cooper-Sutton

Jana Swearengen-Washington

Pearl Eva Walker

Dr. Michalyn Easter-Thomas

Edmund Ford, Sr.

Philip Spinosa

**CHAIRMAN**

J. Ford Canale

**SUBSTITUTE ORDINANCE NO. 5969**

**AN ORDINANCE TO AMEND ARTICLE VIII, § 2-370 OF THE CODE OF ORDINANCES RELATIVE TO ARBITRATION OF LABOR DISPUTES, IMPASSE PROCEDURES AND PRESERVATION OF CHARTER POWERS OF CITY COUNCIL**

**WHEREAS**, Referendum Ordinance No. 2766 authorized a referendum election on the question “Shall the Home Rule Charter of the City of Memphis, Tennessee be amended by including a section relating to ‘Disciplinary Action Against Striking Employees?’”;

**WHEREAS**, Referendum Ordinance No. 2766 included a separate provision authorizing the Council to set up, by Ordinance, procedures for arbitration of economic issues of municipal labor disputes, but only if there has occurred a deadlock or impasse between the Mayor and City employees on a total economic package and such deadlock or impasse continues for seven (7) consecutive days;

**WHEREAS**, Referendum Ordinance No. 2766 did not alter the provisions of the Home Rule Charter that prohibits the City Council from interfering with the operation of City administrative departments and employees under the control of the Mayor or from requesting or requiring the Mayor to make contracts with any specific organization; and

**WHEREAS**, Article VIII, § 2-370 of the Code of Ordinances was amended last by Ordinance No. 5639 on March 21, 2017; and

**WHEREAS**, the Council desires to amend Article VIII, § 2-370 of the Code of Ordinances to redefine and restate the procedures for arbitration of any deadlock or impasse between the Mayor and City

employees on a total economic package and to clarify the scope of and the limitations on the Council to arbitrate such labor disputes;

**NOW, THEREFORE, BE IT ORDAINED AS FOLLOWS:**

**Section 1. *Express Repeal.*** Article VIII, Section 2-370 is hereby repealed in its entirety and the following Total Impasse procedures are substituted in lieu thereof:

**Section 2. *Definitions.***

As used in this section the following terms shall have the indicated meanings:

*Arbitration Roster* shall mean any person identified as a mediator or arbitrator on the roster published and maintained by Federal Mediation and Conciliation Service.

*Business day* means a day other than a Saturday, Sunday or legal holiday under the laws of Tennessee.

*Direct Economic items* shall be defined as any economic items that provide to City employees direct economic benefits, such as all compensation for services rendered including but not limited to normal pay, shift premium pay, hazardous premium pay, holiday pay, incentive pay and overtime pay and excluding economic items such as employee's contributions to pension benefits, social security or health insurance, and any other items excluded by the Charter of the City, or other state laws.

*Minimum Impasse Information* is the minimum information to be included by the City and by each employee bargaining unit in their respective Total Economic Packages as specified in Section 4 of this Ordinance or as may be modified or supplemented from time to time by resolution of the Council before March 1 of any year.

*Non-Economic items* shall not include economic items as described above.

*Negotiations deadline* is the date upon which discussions between the City administration and employee organizations regarding a Total Economic Package must be completed, or when a party has declared its last best offer, which shall be no later than March 31.

*Total Economic Package* shall be defined as the last, best and final offers of the parties regarding the Direct Economic Items as defined herein.

*Impasse on Direct Economic Items* means that point at which any employee organization declares its Total Economic Package, and that offer is either not captured or insufficiently captured in the Total Economic Package of the City proposed by the Mayor to the City Council in his operating budget for the ensuing fiscal year, which package represents the last best offer of the City.

### ***Section 3. Council's Authority Under Charter to Set up Procedures to Arbitrate Labor Disputes on Economic Issues***

**Section 3.1.** Referendum Ordinance No. 2766 expressly directed the Council to set up, by Ordinance, procedures for the arbitration of economic issues of municipal labor disputes between the City and its employees by the Council or a committee of the Council but did not require or authorize the Council or the Administration to arbitrate labor disputes between the City of Memphis and its employees over non-economic items.

**Section 3.2.** The Council observes that it is the prerogative of the Mayor under the City's Charter to determine the timing of and procedures pursuant to which the City Administration and City Employee Associations will engage in good faith discussions with the intent of reaching equitable memoranda of understanding regarding employment related matters.

**Section 3.3.** The Council further observes that then Mayor Richard Hackett issued an executive order on April 19, 1984 that established the policy of the City for the recognition of representatives approved by certain groups of City employees to engage in discussions with the City Administration on behalf of such employees that are intended lead to a memorandum of understanding with the City.

**Section 3.4.** Since the Hackett 1984 Executive Order, all subsequent Mayors have engaged in discussions each year with employee associations that had been so recognized by the Administration for the purpose of reaching a memorandum of understanding with the City regarding employment-related matters.

**Section 3.5.** While the employee organizations and the City administration may confer in such manner and at such times as the Mayor and the employee organizations shall mutually determine in an attempt to reach a memorandum of understanding, the provisions of this Impasse Ordinance shall only govern the Minimum Impasse Information to be presented to the Council regarding any dispute or impasse between the City Administration and a employee association over Direct Economic Items and the procedures for arbitration of such disputes as expressly authorized by Referendum Ordinance Nos. 2766 and 3236.

#### ***Section 4. Pre-Impasse Procedure***

**Section 4.1.** The employee organizations and the City administration may confer in such manner and at such times as the Mayor and the employee organizations shall mutually determine in an attempt to reach a memorandum of understanding on any matters that they deem appropriate, except that all discussions concerning Direct Economic Items shall be concluded on or before March 31 of any year (“Negotiation Deadline”).

**Section 4.2.** To facilitate an expedited resolution of any dispute or impasse over Direct Economic Items for the ensuing fiscal year, the City shall present to all general fund employee bargaining units by March 15 of any year (i) its tentative general fund revenue forecast for the ensuing fiscal year with detail by major categories and projected unrestricted fund balances at the beginning of the ensuing fiscal year, (ii) its tentative proposal for each general fund bargaining unit’s City Division with detail for each major general fund expense category and (iii) in each case a comparison of each detailed entry in subparagraphs (i) and (ii) for the ensuing fiscal year with the corresponding approved budget entries for the current fiscal year (the “City’s Total General Fund Offer”).

**Section 4.3.** Then, after the City presents its Total General Fund Offer, each general fund employee bargaining unit shall indicate in writing its acceptance of the City’s Total General Fund Offer in its

entirety or its final position on each general or enterprise fund economic item in the City's Final General Fund Offer that it does not accept. This response of the organization(s) shall be made before the negotiation deadline.

**Section 4.4.** The City shall present to each enterprise fund employee bargaining unit ("Sewer, Storm Water and Solid Waste) by March 15 of any year (i) its tentative enterprise fund revenue forecast for the ensuing fiscal year with detail by major categories and projected unrestricted enterprise fund balances at the beginning of the ensuing fiscal year and (ii) its tentative proposal for each enterprise fund's personnel expenditure line item proposed for each bargaining unit's City Division by major expense category ("City's Final Enterprise Fund Offer"). Then, after the City presents City's Final Enterprise Fund Offer, each enterprise fund employee bargaining unit shall indicate in writing its acceptance of the City's Final Enterprise Fund Offer in its entirety or its final position on each enterprise fund economic item proposed by the City that it does not accept. This response of an enterprise fund employee bargaining unit shall be made before the Negotiation Deadline.

**Section 4.5.** Each party shall provide their estimates of the increase, if any, in the City's projected unrestricted general or enterprise fund balances as of the end of the ensuing fiscal year that would result from their respective full year proposals.

**Section 4.6.** Following the Negotiation Deadline, and at least seven (7) days before the Mayor presents his proposed budget to the Council, the Mayor or his designee shall advise each employee bargaining unit of any adjustments to the City's Total Economic Package that will be included in the Mayor's proposed budget.

**Section 4.7.** If changes in the Mayor's Total Economic Package to be included in the Mayor's proposed budget are unacceptable to any bargaining unit, then each objecting bargaining unit shall notify the City in writing on the third (3rd) Business Date before the Mayor presents his proposed budget to the Council by 5:00 p.m. Central Time that such objecting bargaining unit intends to invoke the arbitration procedures outlined in this ordinance. At that time, the City and each objecting bargaining unit will engage in discussions in an attempt to

reach an understanding on economic matters prior to the deadline to declare impasse.

### ***Section 5. Arbitration Procedures for Resolving Impasses over a Total Economic Package***

**Section 5.1.** If any employee bargaining unit shall determine that the Total Economic Package of the City for employees in such bargaining included in the proposed budget(s) presented by the Mayor to the City Council is not acceptable, such organization(s) may deliver a notice in writing to the Chairman of the City Council not later than 5:00 p.m. Central Time on the fifth (5th) Business Date after the Mayor's Budget presentation that such employee bargaining unit elects to invoke arbitration procedures, hereunder, for resolving impasse over the City's Total Economic Package between the City and the electing employee bargaining unit ("Impasse Notice").

**Section 5.2.** A copy of the Total Economic Package of the electing employee bargaining unit shall be attached to the Impasse Notice and served on the City. Any bargaining unit that does not elect to invoke impasse hereunder or that fails to make a timely election in the manner required by this ordinance shall be deemed to have waived any right to have the Total Economic Package of such bargaining unit considered under the Impasse Arbitration Process. On or before 5:00 p.m. Central Time on the tenth (10th) Business Date after the Mayor's Budget presentation the City shall submit to the Chairman of the City Council a copy of its Total Economic Package for any employee bargaining unit invoking the impasse procedure.

**Section 5.3.** Once this impasse resolution procedure has been implemented by notification to the Chairman of the City Council as provided for in subsection 5.1, the City and each objecting bargaining unit will engage in discussions in an attempt to reach an understanding on economic matters. All such discussions during this cooling off period shall be completed by the ninth (9th) Business Day next following the Mayor's Budget presentation.

**Section 5.4.** During this period the parties may mutually agree upon some or all items at impasse any time before the selection of an Arbitration Panel at positions the same or different than their final position. Such mutually agreed upon items will be deemed removed

from the Impasse Notice and the Total Economic Package of both parties by notification to the chairperson of the Council.

**Section 5.5.** Except as provided in subsection 5.4, once this impasse resolution procedure has been implemented by notification of the chairperson as provided for in subsection 5.1, neither party may alter their final position as defined in subsection 5.2 or discuss, confer or seek the aid of any member of the City Council to gain support or assistance from such member(s) regarding their Total Economic Package. City Council members are strictly prohibited from interfering with the Impasse Arbitration Process once it has been invoked hereunder.

**Section 5.6.** Within ten (10) Business Days after the Mayor has presented the budget(s) to the Council and provided any employee bargaining unit has timely submitted an Impasse Notice in accordance with this ordinance, the City shall select one (1) arbitrator from the Arbitration Panel, all the employee bargaining units shall collectively select one (1) arbitrator from the Arbitration Panel as all the employee associations shall collectively agree or in the event of lack of any such agreement as a majority of them shall agree and the Council shall select one (1) arbitrator who has municipal finance and budget experience and expertise as a majority of the Council shall agree. For the purposes of this section AFSCME Main and AFSCME Solid Waste shall each be considered one (1) bargaining unit.

**Section 5.7.** The Three (3) arbitrators shall preside over non-binding arbitration hearings on all matters at impasse and shall make a non-binding recommendation to the Council on the Total Economic Package of the City or the applicable bargaining unit(s) not later thirty (30) days after all the arbitrators have been selected. Each arbitration hearing shall be conducted in accordance with the Expedited Arbitration procedures of Federal Mediation and Conciliation Service. 29 CFR Part 1404, Subpart D. Each party may submit written documentation to the arbitrators to support their respective positions in advance of the hearing and each party shall be allowed thirty (30) minutes to present a summary of the issues and their positions. The arbitrators shall be permitted to determine the order and number of hearings they will conduct during any given day and issue a schedule for the completion of all hearings.

**Section 5.8.** All impasse arbitration hearings shall be considered open meetings under the Tennessee Open Meetings Act, Tennessee Code Annotated § 8-44-101, *et seq.* Notices of all impasse arbitration hearings shall be posted on the City Council's website and posted on the bulletin board outside the City Council's Regular Meeting Chambers.

**Section 5.9.** The Impasse Arbitration Panel must make and submit for consideration their recommendations to the Council on each arbitration proceeding no later than the close of business on the Tuesday preceding the second reading of the budget ordinance(s) that includes the Total Economic Package of one of the parties at impasse recommended by the Arbitration Panel together with a summary of the Arbitration Panel's reasons for its decisions, which shall include at a minimum:

- (A) The Arbitration Panel must choose only the Total Economic Package of one of the parties.
- (B) The recommendation submitted to Council shall set forth a side by side comparison of the Total Economic Package selected by the panel with the Total Economic Package not selected by the panel.
- (C) Any comments by a member of the Arbitration Panel who dissents from the recommendation approved by a majority of its members of the panel.

**Section 5.10.** The Council shall act only as the final arbiter of the impasse between the City and the employee bargaining units at impasse and may not negotiate with either the City or the employee bargaining unit(s) to alter their respective Total Economic Packages. The Council shall make the final decision on each recommendation made by the Arbitration Panel. Any party dissatisfied with the recommendation of the Arbitration Panel may request to be heard before the Council makes its final decision. The Council shall provide any party dissatisfied with the recommendation of the Arbitration Panel and the opposing party a hearing before the final vote on third reading of the proposed fiscal year operating budget. Each party shall be allowed up to fifteen (15) minutes, or longer at the discretion of the Council, to present their position to full Council before the final vote.

**Section 5.11.** Any such hearings by the Council on the Arbitration Panel's recommendations shall be held by or at the full Council meeting during which the proposed fiscal year operating budget is considered on second reading or the Council may elect to recess that meeting to a date no later than the day before the third and final reading of the Budget Ordinance and conduct hearings on any appeal of the decision of the Arbitration Panel at that time.

**Section 5.12.** The City Council shall have full discretion to approve or amend all budgets prior to the adoption of a tax rate for the ensuing year including funding, if any, for the Total Economic Packages for any or all of the City's employee bargaining units in such amounts as the Council shall determine is in the best interests of the City. The Council's decision on the recommendation of the Arbitration Panel shall be final and effective only to the extent funded by the City Council in the finally adopted budget for the ensuing fiscal year. The City Administration shall modify the Budget Appropriation Ordinance for the ensuing fiscal year to include all Total Economic Items to the extent so approved by the Council.

**Section 6. Nonconflicting – Conflicting laws.**

BE IT FURTHER ORDAINED that as amended hereby all laws constituting the present Code of Ordinances of the City of Memphis be and the same are hereby continued in full force and effect, and all laws in conflict herewith are hereby repealed. This ordinance does not alter, amend, create or abrogate the rights or obligations of any person or entity that may exist under the City Charter or under Tennessee law.

**Section 7. Severability.**

BE IT FURTHER ORDAINED that the provisions of this Ordinance are hereby severable. If any of these sections, provisions, sentences, clauses, phrases, or parts are held to be unconstitutional or void, the remainder of this Ordinance shall continue in full force and effect.

**Section 8. Effective Date.**

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

SPONSOR:

JANA SWEARGEN WASHINGTON  
Council Chairman

Attest:

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Comptroller

February 9, 2026

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

Dear Chairwoman White:

Subject to Council approval, I hereby recommend that:

**Eric D. Harris**

be appointed as Director of Libraries with a salary of \$149,350.24.

I have attached biographical information.

In partnership and progress,



Paul A. Young  
Mayor



January 21, 2026

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

Dear Chairwoman White:

Subject to Council approval, I hereby recommend that:

**Scott McCormick**

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

I have attached biographical information.

Sincerely,

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

Paul A. Young  
Mayor

Enclosure  
cc: Council Members

# MEMPHIS BOARD OF ETHICS

**8 Member Board**

**6 Year Term**

**Oath of Office Required**

Purpose:

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

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

Updated 01/2026

January 21, 2026

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

Dear Chairwoman White:

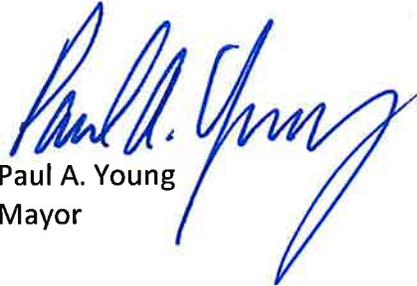
Subject to Council approval, I hereby recommend that:

**James Crone**

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

I have attached biographical information.

Sincerely,



Paul A. Young  
Mayor

Enclosure  
cc: Council Members

# MEMPHIS BOARD OF ETHICS

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<b>Vacancy</b>	<b>Judge/Atty</b>	<b>Chairperson</b>	<b>01-12-26</b>

Updated 01/2026