

# MLGW Agenda Committee Discussion



MLGW Committee

March 03, 2026

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## **Fiscal Consent Totals:**

- 1. Total Fiscal Consent Approved Amount Year-to-Date – \$21,449,032.17**  
Items approved by Council through 02/24/2026.
- 2. Total Regular/Fiscal Consent Requested Amount – \$67,961,453.69**  
Items requested for 03/03/2026 meeting.
- 3. Total Regular/Fiscal Consent Year-to-Date Amount – \$89,410,485.86**  
Total of approvals and requests through 03/03/2026 meetings.

# Items for Mar. 3<sup>rd</sup> Agenda

Items approved by BOC on February 18<sup>th</sup>

1. Resolution awarding Contract No. 12592, Electric Distribution/Transmission Construction and Maintenance to Davis H. Elliot Construction Company, Inc. in the funded amount of \$56,833,920.00.
2. Resolution awarding purchase order for a 15-ton digger derrick truck to Global Rental Co., Inc. in the amount of \$369,740.00.
3. Resolution awarding purchase order for class 8 cab and chassis trucks to Rush Truck Centers of Tennessee, Inc. in the amount of \$1,111,332.00.
4. Resolution ratifying the emergency award of Contract No. 12636, Fast Charge TN Network (Emergency) with JMM Farm and Company, LLC in the funded amount of \$294,000.00.
5. Resolution approving the Scope Expansion, Renewal and Increase (Change No. 4) to Contract No. 12339, Janitorial Services to Mason's Professional Cleaning Services, LLC to expand the scope, renew and increase the current contract in the funded amount of \$1,854,410.09.
6. Resolution approving the Ratification and Renewal (Change No. 4) to Contract No. 12289, Independent Claims Adjuster Services with Horton & Associates of Memphis to ratify and renew the current contract in the funded amount of \$15,000.00.

# Items for Mar. 3<sup>rd</sup> Agenda

Items approved by BOC on February 18<sup>th</sup>

7. Resolution approving Renewal (Change No. 1) to Contract No. 12418, Combined Medical and Pharmacy with Cigna Health and Life Insurance to renew the current contract in the funded amount of \$1,094,512.00 for admin fees.
8. Resolution approving the Renewal (Change No. 1) to Contract No. 12427, Dental Insurance Coverage with Cigna Health and Life Insurance Company to renew the current contract in the funded amount of \$5,747,756.00.
9. Resolution approving the Ratification and Renewal (Change No. 2) to Contract No. 12583 (formerly Contract No. C2572), Commercial Auto Insurance for Out-of-State Travel with Pete Mitchell and Associates, Inc. to ratify and renew the current contract in the funded amount of \$238,014.00.
10. Request for approval of annual salary in the amount of \$168,000.00 for the new hire position of Director, Billing and Payment Services.  
(SAME NIGHT MINUTES REQUESTED)
11. Request for approval of annual salary in the amount of \$234,769.60 for the position of Vice President of Corporate Safety.

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## Electric Distribution/Transmission Construction and Maintenance

- Requested Funding: \$56,833,920.00
- Award Duration: 60 months from the date of the Notice to Proceed
- Type of Bid: Sealed Bid
- Awarded to: Davis H. Elliot Construction Company, Inc.
- Plain Language Description: This contract is necessary for the improved reliability of the Electric Distribution, Transmission Infrastructure, and meeting MLGW's goals established over the next five (5) years as part of MLGW's Renewal and Replacement of Infrastructure Plan (r2l).
- Impact: This contract is to assist with cost benefit as well as ensure business continuity

# 15-Ton Digger Derrick Truck

- Requested Funding: \$369,740.00
- Award Duration: One-Time Purchase
- Type of Bid: Utilizing Sourcewell Contract #040924-ALT
- Awarded to: Global Rental Co., Inc.
- Plain Language Description: Division crews will use the 15-ton digger derrick truck to excavate holes to install utility poles, ensuring the continued reliability of the electric system.
  - 1 – Latest model truck mounted hydraulic derrick with hydraulic hole digger, to be rear mounted on cab and chassis with a 56,000 GVWR, 140-inch cab-to-axle center of tandem, all in accordance with Division Specification Number TDD-26-5120
- Impact: The 15-ton digger derrick truck will replace older equipment based on factors such as age, operational usage, and repair costs. The truck is readily available for purchase from Global Rental Company Inc.



# Class 8 Cab and Chassis Trucks

- Requested Funding: \$1,111,332.00
- Award Duration: One-Time Purchase
- Type of Bid: Sealed Bid
- Awarded to: Rush Truck Centers of Tennessee, Inc.
- Plain Language Description: The class 8 cab and chassis trucks serve as mobile workstations and allow crews to maintain maximum service reliability for the electric, gas, and water infrastructures. Once outfitted with service bodies, the trucks will support multiple departments by transporting specialized tools, materials, and crews, while providing the towing capacity necessary for backhoe trailers.
  - 3 – Cab and chassis, 102" cab-to-axle
  - 9 – Crew cab and chassis, 102" cab-to-axle
- Impact: The trucks will replace existing trucks that will be retired from service based on age, operational usage, and repair costs.



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## Fast Charge TN Network (Emergency)

- Requested Funding: \$294,000.00
- Award Duration: Six (6) months from the date of the Notice to Proceed, with a five (5) year warranty from the Substantial completion and acceptance of the work.
- Type of Bid: Emergency Award Ratification
- Awarded to: JMM Farm and Company, LLC
- Plain Language Description: This project consists of the engineering, permitting, site work, and electrical activities to facilitate the installation of ChargePoint Express electric vehicle charging equipment to provide rapid electric vehicle charging capability to be operated by MLGW.
- Impact: The grant would be rescinded and the funds would be sent back to the state for reallocation.

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# Janitorial Services

- Requested Funding: \$1,854,410.09 (Renewal amount \$1,613,410.09, Scope Change amount \$226,000.00, plus \$15,000.00 in contingency)
- Award Duration: Scope Change, Fourth and Final Renewal and Increase (May 23, 2026 through May 22, 2027)
- Type of Bid: Sealed Bid
- Awarded to: Mason’s Professional Cleaning Services, LLC
- Plain Language Description: This contract is for janitorial services for various MLGW facilities providing supplemental day workers. This Renewal is to expand the scope and add janitorial services for the newly acquired facility located at 7135 Goodlett Farms Parkway and to add contingency funds.
- Impact: This contract is to assist with the cleanliness and sanitation of various MLGW facilities.

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# Independent Claims Adjuster Services

- Requested Funding: \$15,000.00
- Award Duration: Ratification and Fourth and the final Renewal (March 15, 2026 through March 14, 2027)
- Type of Bid: RFP
- Awarded to: Horton & Associates of Memphis
- Plain Language Description: This contract is to provide independent claims adjuster services to support MLGW in-house claims department.
- Impact: This Contractor adjusts and pursues collection of claims on behalf of MLGW in which the at-fault party is outside of Shelby County or is not easily found.

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# Combined Medical and Pharmacy

- Requested Funding: \$1,094,512.00 (Admin Fee 2027 and 2028)
- Award Duration: First, second and final Renewal (January 1, 2027 through December 31, 2028)
- Type of Bid: RFP
- Awarded to: Cigna Health and Life Insurance
- Plain Language Description: This change is a two (2) year renewal for Administrative Services Only (ASO) for MLGW self-funded medical and pharmacy plan and medical pharmacy claims for active employees, retirees, and their dependents.
- Impact: This contract will continue with great service in addition to a two (2) year renewal without an increase in Administrative Services Only (ASO) fee.

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# Dental Insurance Coverage

- Requested Funding: \$5,747,756.00
- Award Duration: First, second and final Renewal (January 1, 2027 through December 31, 2028)
- Type of Bid: RFP
- Awarded to: Cigna Healthcare and Life Insurance Company
- Plain Language Description: This change is to implement an optional fully Insured dental plan offered to active employees, retirees, and their dependents. Premium rates have not increased for the past 3 years. However, effective January 1, 2027, there will be a 9% premium rate increase for the Incentive and Passive plan, and a 5% increase for the Dental Health Maintenance Organization (DHMO) plan. The Division's annual contribution will be \$10.00 per active employee per month. Active employees will pay the balance of the monthly premium. Retirees will pay 100% of their premium.
- Impact: Employees and retirees have the option to elect one (1) of the three (3) dental plans for themselves and family.

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# Commercial Auto Insurance for Out-of-Town Travel

- Requested Funding: \$238,014.00 (\$218,014.00 plus \$20,000.00 in contingency)
- Award Duration: Ratification and Second of four (4) renewals (March 14, 2026 through March 13, 2027)
- Type of Bid: RFP
- Awarded to: Pete Mitchell and Associates, Inc.
- Plain Language Description: This contract is to provide insurance for vehicles traveling out of Tennessee.
- Impact: This policy is needed to provide \$1,000,000 in insurance coverage for MLGW to travel within the continental United States to assist in energy restoration as requested during emergencies.

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# Request for salary approval for new hire to fill the position of Director, Billing and Payment Services

- Requested Funding: \$168,000.00
- 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 \$168,000.00 for a new hire position: Director, Billing and Payment Services, subject to the consent and approval of the City Council of the City of Memphis.

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# Request for salary approval for the position of Vice President of Corporate Safety

- Requested Funding: \$234,769.60
- 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 \$234,769.60 for a position: Vice President of Corporate Safety, subject to the consent and approval of the City Council of the City of Memphis.

# Questions





## Memphis City Council Summary Sheet

**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



**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 released RFP #39261, a real estate development opportunity at Historic Melrose High School; and

**Whereas**, the Administration and its team of advisors selected Blues City Developers, LLC as the affordable housing developer based on the company's experience with real estate developments and their capacity to undertake this project; and

**Whereas**, Blues City Developers, LLC has created Melrose Housing Partners, LLC ("Lessee"), a special purpose entity under its control, 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**, Melrose Housing Partners, LLC is made up of Saki Middleton of John Stanley, Inc and Jimmie Tucker of Self Tucker Architects; 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 design, 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, **subject to City Council approval**, 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

**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 Memphis City Council**.

##### **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, either Party may, terminate this Agreement at any time prior to December 31, 2026 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. 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

**ACKNOWLEDGMENT**

STATE OF TENNESSEE     )  
  ) SS.  
COUNTY OF SHELBY     )

On this \_\_\_ day of \_\_\_\_\_, 2026, before me, the undersigned, a Notary Public in and for said State, appeared **PAUL A. YOUNG** to me personally known, who, being by me duly sworn, did say that he is the Mayor of the **CITY OF MEMPHIS** established under the laws of the State of Tennessee, and that said instrument was signed and sealed by authority of said Mayor, and said officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said City of Memphis.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

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



**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.



# Memphis City Council Summary Sheet

(Revised January 28, 2026)

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

Resolution to Appropriate the sum of \$500,000 funded by G.O. Bonds chargeable to the FY2026 Capital Improvement Program (CIP) Budget for the development of Liberty Park Phase Two, CD01106, Award 11426.

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

Division of Housing and Community Development

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

Not applicable

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

District 4

Super District 8

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

Not applicable

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

This will require an expenditure of funds.

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

Not applicable

# P122



**Resolution to Appropriate the sum of \$500,000 funded by G.O. Bonds chargeable to the FY2026 Capital Improvement Program (CIP) Budget for the development of Liberty Park Phase Two, CD01106, Award 11426.**

**WHEREAS**, the Memphis City Council included an allocation of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for the development of Liberty Park Phase Two, project number CD01106, as approved in the FY2026 Capital Improvement Program Budget; and

**WHEREAS**, CIP funds will be applied for the purpose of enhancing site entrances and bike access to the area, re-striping an existing parking lot, installing wayfinding signs, as well as other public safety improvements; and

**WHEREAS**, the successful completion of the infrastructure improvements listed above requires appropriation of said funds; and

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Memphis that the sum of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) funded by G.O. Bonds and chargeable to the FY2026 Capital Improvement Program (CIP) Budget is hereby appropriated and credited as follows:

Project Title:	Liberty Park Phase Two
Project Number:	CD01106
Contract Construction:	\$500,000



# Memphis City Council Summary Sheet

(Revised January 28, 2026)

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

Resolution to Appropriate the sum of \$300,000 funded by G.O. Bonds chargeable to the FY2026 Capital Improvement Program (CIP) Budget for the Fairgrounds Redevelopment, CD01107.

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

Division of Housing and Community Development

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

Not applicable

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

District 4

Super District 8

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

Not applicable

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

This will require an expenditure of funds.

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

Not applicable

# P123



**Resolution to Appropriate the sum of \$300,000 funded by G.O. Bonds chargeable to the FY2026 Capital Improvement Program (CIP) Budget for the Fairgrounds Redevelopment, CD01107, Award 11426.**

**WHEREAS**, the Memphis City Council included an allocation of THREE HUNDRED THOUSAND DOLLARS (\$300,000) for the redevelopment of the Fairgrounds, project number CD01107, as approved in the FY2026 Capital Improvement Program Budget; and

**WHEREAS**, said funds are intended to support monument signage and entry improvements at the Central Avenue and Early Maxwell Boulevard entrances to Liberty Park, enhancing site identity, accessibility, and overall public infrastructure; and

**WHEREAS**, the implementation of these improvements requires formal appropriation of said funds;

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Memphis that the sum of THREE HUNDRED THOUSAND DOLLARS (\$300,000) funded by G.O. Bonds and chargeable to the FY2026 Capital Improvement Program (CIP) Budget is hereby appropriated and credited as follows:

Project Title:	Fairgrounds Redevelopment
Project Number:	CD01107
Contract Construction:	\$300,000

# Resolution to Appropriate CIP Funds

**Resolution to Appropriate the sum of \$500,000 funded by G.O. Bonds chargeable to the FY2026 Capital Improvement Program (CIP)**  
**Budget for the development of Liberty Park Phase Two, Project Number CD01106, Award 11426. District 4, Super District 8.**

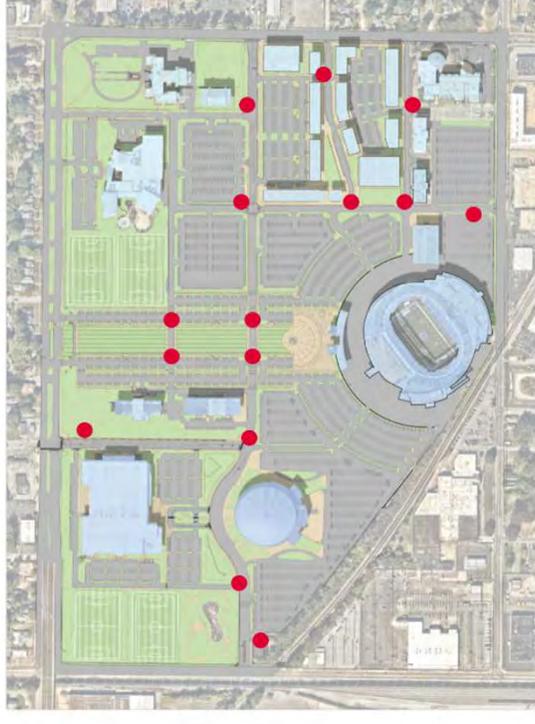
- **Division:** Housing & Community Development
- **Funding Amount:** \$500,000
- **Budget Impact:** **NEUTRAL.** Funds were already allocated in FY26 CIP Budget.
- **Plain Language Description:** These funds will go towards construction costs for a digital monument sign and entry improvements at Young Ave and E. Parkway, as well as wayfinding signage throughout the Liberty Park campus.
- **Impact:** These funds are necessary to enhance visibility, wayfinding, and overall visitor experience at Liberty Park, while also promoting events and activities.
- **Project Status:** Design is completed and under City review
- **Timeline for Implementation:** Procurement will begin March 2026 with construction completion estimated by December 31, 2026.
- **Use of Funds:** (exact figures will not be available until after the competitive bidding process is completed)
  - \$ 200,000.00 Monument sign fabrication & installation
  - \$ 150,000.00 Wayfinding signage installation
  - \$ 150,000.00 Site work, utilities, & improvements

Continued 

# Resolution to Appropriate CIP Funds (Continued)

Resolution to appropriate the sum of \$500,000 funded by G.O. Bonds chargeable to the FY2026 Capital Improvement Program (CIP)

Budget for the development of Liberty Park Phase Two, Project Number CD01106, Award 11426. District 4, Super District 8.

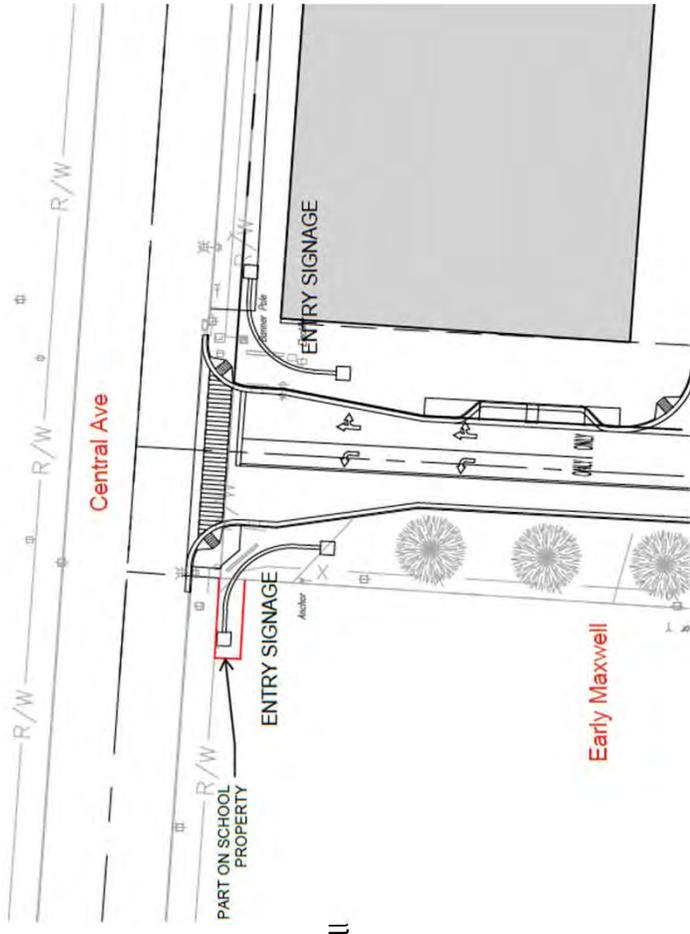


# Resolution to Appropriate CIP Funds

**Resolution to Appropriate the sum of \$300,000 funded by G.O. Bonds chargeable to the FY2026 Capital Improvement Program (CIP)**

**Budget for the Fairgrounds Redevelopment, Project Number CD01107, Award 11425. District 4, Super District 8.**

- **Division:** Housing & Community Development
- **Funding Amount:** \$300,000
- **Budget Impact:** **NEUTRAL**. Funds were already allocated in FY26 CIP Budget.
- **Plain Language Description:** These funds will go towards construction costs for a digital monument sign and entry improvements at Central Ave and Early Maxwell Blvd on the north side of the Liberty Park campus.
- **Impact:** These funds are necessary to enhance visibility, wayfinding, and overall visitor experience at Liberty Park, while also promoting events and activities.
- **Project Status:** Design phase is in progress
- **Timeline for Implementation:** Design expected to be completed by June 2026, with installation estimated to be complete by Spring 2027.
- **Use of Funds:** (exact figures will not be available until after the competitive bidding process is completed)
  - \$ 170,000.00 Monument sign fabrication & installation
  - \$ 100,000.00 Site work, utilities, & improvements
  - \$ 30,000.00 Construction contingency



MEMPHIS SPORTS AND EVENTS CENTER  
CENTRAL AVENUE AND EARLY MAXWELL ENTRANCE





# Memphis City Council Summary Sheet

(Revised January 28, 2026)

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

Resolution to amend the FY2026 Budget to accept and appropriate USDA/NIFA Compost and Food Waste Reduction grant funds with the Memphis Zoological Society for project implementation.

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

Division of Public Works and Division of Planning and Development.

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

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

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

District 5 and Super District 9

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

N/A

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

Expenditure of funding will be required.

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

N/A



A RESOLUTION to amend the Fiscal Year 2026 CIP Budget to accept and appropriate \$395,000.00 in federal grant funds from the U.S. Department of Agriculture, National Institute of Food and Agriculture (USDA/NIFA) Compost and Food Waste Reduction Cooperative Agreement (Award No. 2025-70510-44324) to the Memphis Zoological Society for the implementation of the Memphis Zoo Compost and Food Waste Reduction Project.

**WHEREAS**, the City of Memphis is the recipient of a federal Compost and Food Waste Reduction (CFWR) Cooperative Agreement (Award No. 2025-70510-44324) from the U.S. Department of Agriculture, National Institute of Food and Agriculture (USDA/NIFA); and

**WHEREAS**, the City desires to accept and appropriate three hundred ninety-five thousand dollars and zero cents (\$395,000.00) in federal grant funds for such funds to be used by the Memphis Zoological Society to carry out activities including the purchase and installation of composting equipment and related work necessary to implement the project entitled "*Transforming Memphis Zoo's Landfill-Destined Food Waste into Sustainable Fertilizer for Local Agriculture.*" The Zoo has agreed to provide a cost-share contribution of ninety-eight thousand seven hundred fifty dollars and zero cents (\$98,750.00); and

**WHEREAS**, the project will establish an in-vessel composting system to divert Zoo-generated food waste and manure from landfill disposal and distribute finished compost free of charge to community partners and underserved neighborhoods, advancing local sustainability and resilience goals; and

**WHEREAS**, the City and the Memphis Zoological Society will share in the responsibilities and rights related to the requirements of the grant; and

**WHEREAS**, the subaward to the Memphis Zoological Society will include standard federal flow-down requirements and compliance with 2 CFR Part 200 and related provisions; and

**WHEREAS**, it is necessary to amend the Fiscal Year 2026 Budget to accept and appropriate the grant proceeds and authorize expenditure of funds for the purpose described herein.

# G185

## Resolution-Division of Solid Waste

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Memphis that the FY 2026 CIP Budget is hereby amended to accept and appropriate three hundred ninety-five thousand dollars and zero cents (\$395,000.00) in federal funds from the USDA/NIFA Compost and Food Waste Reduction Cooperative Agreement (Award No. 2025-70510-44324) for implementation of the Memphis Zoo Compost and Food Waste Reduction Project.

**BE IT FURTHER RESOLVED**, that the Fiscal Year 2026 Budget be and is hereby amended by appropriating the Expenditures and Revenues for development of the Compost and Food Waste Reduction Project SW24305 in the amount Three hundred ninety-five thousand dollars and zero cents (\$395,000.00) as follows:

**Revenue**

U.S. Department of Agriculture (CFWR grant)	\$395,000.00
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**Expenditure**

Subaward to Memphis Zoological Society	\$395,000.00
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# Resolution to Accept Grant

RESOLUTION to amend the Fiscal Year 2026 CIP Budget to accept and appropriate \$395,000.00 in federal grant funds from the U.S. Department of Agriculture, National Institute of Food and Agriculture (USDA/NIFA) Compost and Food Waste Reduction Cooperative Agreement (Award No. 2025-70510-44324) to the Memphis Zoological Society for the implementation of the Memphis Zoo Compost and Food Waste Reduction Project. **District 5 and Super District 9.** Sponsored by Solid Waste.

- **Division:** Solid Waste
- **Name of Grantor:** USDA/NIFA
- **Funding Amount:** \$395,000.00
- **Award Duration:** 03/01/2025 through 2/28/2027
- **Award Type:** Federal Grants Other
- **Plain Language Description:** Funding to procure and install commercial-grade composter at Memphis Zoo.
- **Impact:** The Memphis Zoological Society will use the composter to compost food waste, landscaping trimmings, and animal manure into high quality compost. They will partner with the Dixon Gallery and Gardens to test the compost and ensure that the final product meets gardening standards. They will then initiate a pilot program and distribute the compost free-of-charge to community gardens in Memphis.
- **Use of Funds:** \$395,000.00 – procurement and installation of composting equipment.

January 20, 2026

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

Dear Chairwoman White:

Subject to Council approval, I hereby recommend that:

**Judith Johnson**

be appointed to the Landmarks Commission with a term expiration date of August 13, 2027.

I have attached biographical information.

Sincerely,



Paul A. Young  
Mayor

Enclosure  
cc: Council Members

**LANDMARKS COMMISSION**  
**9 Member Board**  
**5 Year Term**  
**Oath of Office Required**

Grants or denies a certificate of appropriateness of applications for permits for construction, alteration, repair, rehabilitation, relocation or demolition of any building, structure or other improve to real estate situated within the 16 historic districts that have been established by the Memphis City Council. Empowered to request detailed construction plans and related data for thorough review of proposal. No construction, alteration, repair, etc. of any building, structure or other improvement to real property situated within a historic district or zone shall be performed without the issuance of a certificate of appropriateness.

	Term ends:
<b>Joy Doss</b>	<b>08-31-24</b>
<b>Lauren Tolbert</b>	<b>06-30-28</b>
<b>Felicia Boyd</b>	<b>08-13-22</b>
<b>Michael Winter</b>	<b>10-31-26</b>
<b>Joyce Selena Love</b>	<b>07-24-25</b>
<b>Brown Gill</b>	<b>07-14-25</b>
<b>Mario Walker</b>	<b>07-14-25</b>
<b>Cyndy Grivich Tucker</b>	<b>08-31-24</b>
<b>Shelly Rainwater</b>	<b>06-30-28</b>

Update 062624

**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

Memphis Police Department

# PUBLIC SAFETY UPDATE CRIME & TRAFFIC DATA

Chief Cerelyn "CJ" Davis

**February 2026**



# Task Force Update – Memphis Safe Initiative

The Memphis Police Department has led the work of the Memphis Safe Task Force, which has contributed to crime reduction throughout the City of Memphis. Using data-driven strategies, the department has deployed resources to the areas where they are needed most, resulting in improvements in public-safety outcomes across the city.

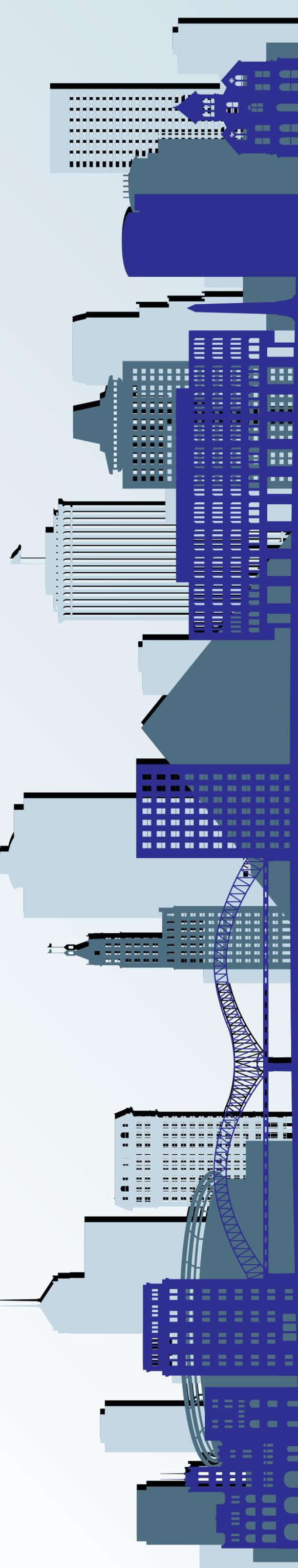
<b><u>ARRESTS</u></b> Felony arrests stand at 2,947, with misdemeanor arrests at 4,301
<b><u>WARRANTS</u></b> Felony warrants stand at 1,062, with misdemeanor warrants at 928

<b><u>FIREARMS</u></b> 1,743 firearms removed from our streets
<b><u>CURRENCY</u></b> CURRENCY SEIZED TOTALS \$1,031,930.94

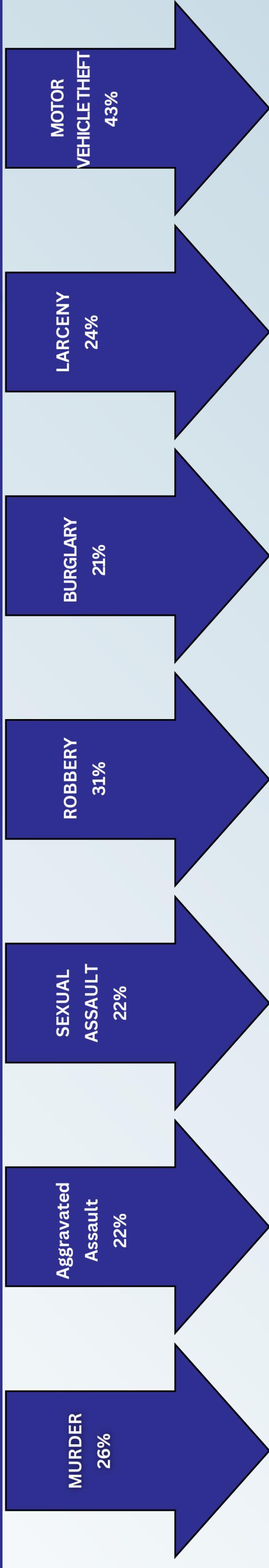
<b><u>TRAFFIC STOPS</u></b> Traffic stops total 73,345
<b><u>VEHICLES</u></b> Recovered stolen vehicles total 995

<b><u>MARIJUANA</u></b> Confiscated totals 1,778.78 pounds
<b><u>METHAMPHETAMINE</u></b> Confiscated totals 242.80 pounds

# Memphis Police Department



## Crime Reduction Success: Part One Offenses Down Citywide!

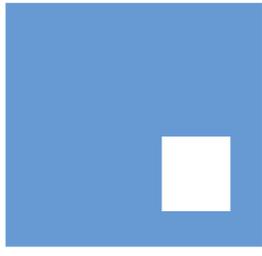


2025 Year-End Data



# STRONGER, SAFER MEMPHIS



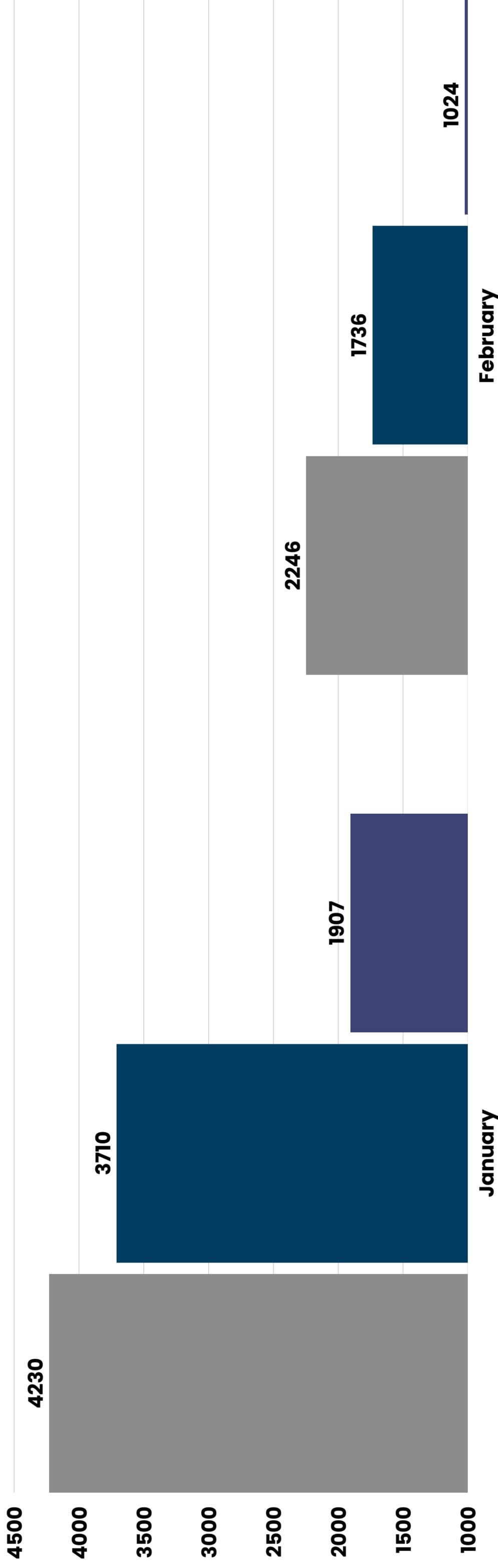


# Part I Crime Overview

## Year-over-Year Comparison (2024-2026)

Three years of Part I crime data show a consistent downward trend, driven by focused strategies, advanced technology, and strong collaboration—delivering measurable improvements in community safety.

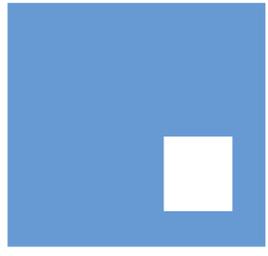
● 2024 ● 2025 ● 2026



**January**

**February**

*Crime Data as of February 15, 2026 — Compared to the Past Three Years*

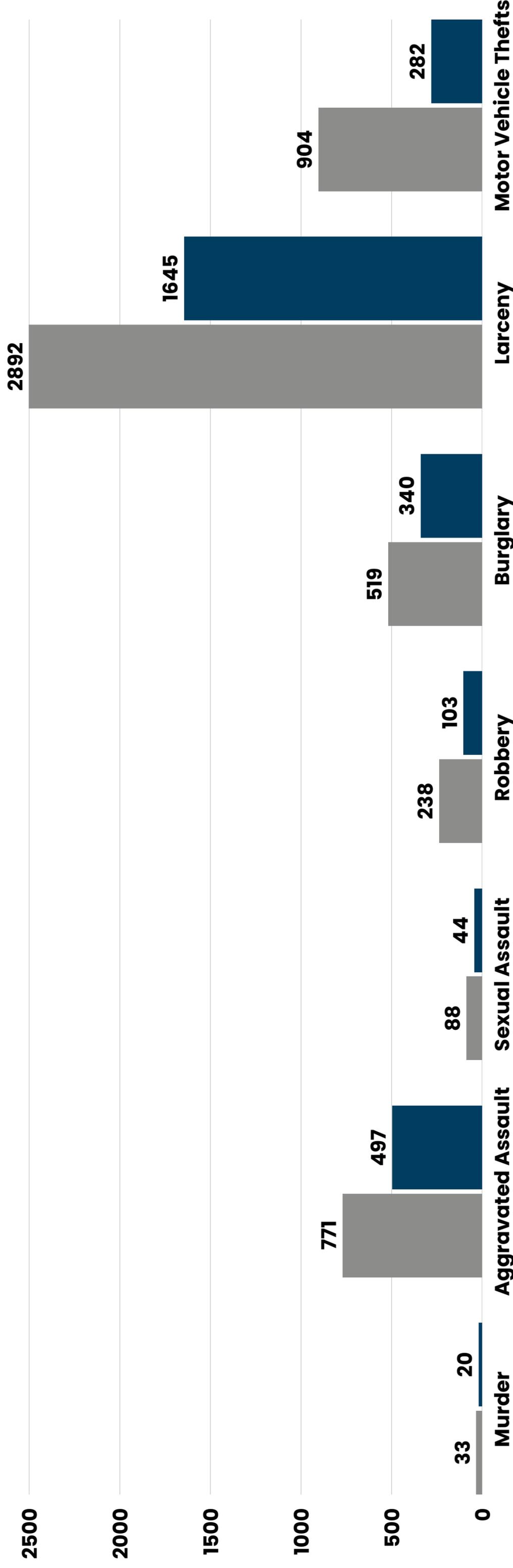


# Crime Trends

*Two-Year Comparison Through February 15, 2026 (2025-2026)*

Across Memphis, every major crime category is down.

● 2025 ● 2026



*Year-to-Date Part I Categories Crime Data as of February 15, 2026*

# Citywide Crime Declines by Precinct

## 2026 Year-to-Date Part I Crime Reduction



Austin Peay Station  
Down **46.60%**



Raines Station  
Down **42.23%**



Applying Farms Station  
Down **49.69%**



Mt. Moriah Station  
Down **44.02%**



Airways Station  
Down **53.24%**



Crump Station  
Down **45.79%**



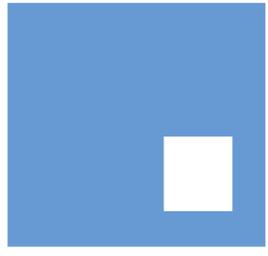
North Main Station  
Down **41.69%**



Tillman Station  
Down **41.29%**

M E M P H I S

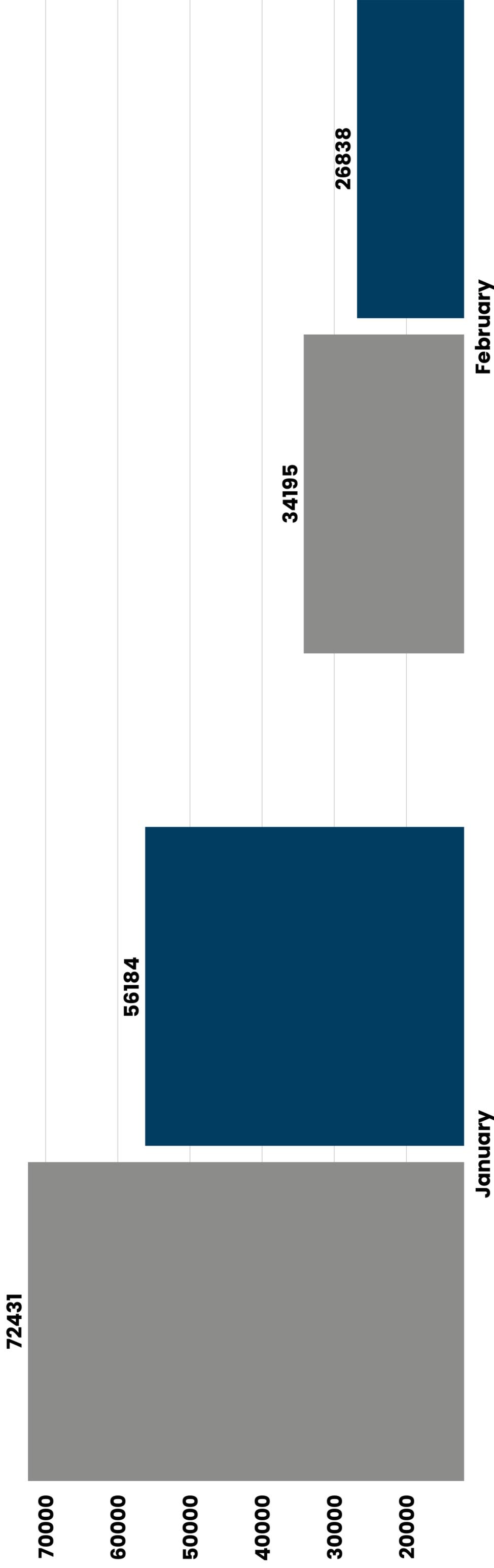
*Crime Data as of February 15, 2026*



# Calls for Service

Year-End Comparison (2025-2026)

● 2025 ● 2026

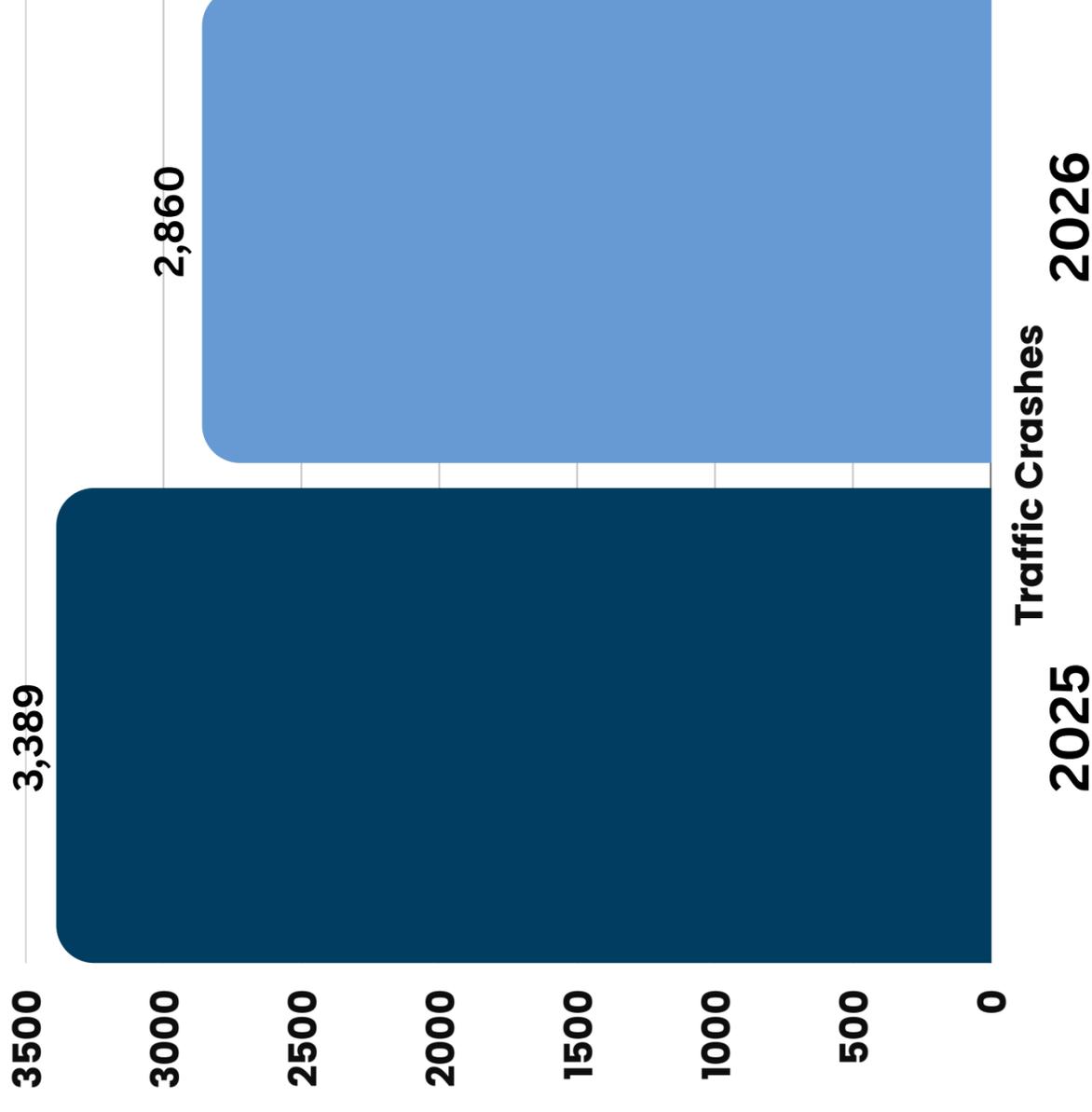


Crime Data as of February 15, 2026

# Traffic Crashes

## *Year-to-Date Comparison (2025-2026)*

Memphis continues to make progress in roadway safety, with traffic crashes falling from 3,389 in 2025 to 2,860 in 2026 – a decrease of 15.61% year over year.





Memphis Police Department

# THANK YOU!

Chief Cerelyn "CJ" Davis

**February 2026**

Good afternoon,

Due to the postponement of our City Employee Compensation Task Force meeting, it has been requested that the above information be presented next Tuesday, the 24<sup>th</sup>, during the Council's budget committee instead.

As a reminder, here are the items that were requested:

- The amount carried forward from FY25 that could and/or will be dedicated to salaries – **Answer: Salaries are paid in the period earned; unapportioned wages aren't routinely carried forward.**
- Current FY26 actuals that can and/or will be dedicated to salaries – **Answer: In all its various forms ( e.g. Full Time Salaries, Part Time Salaries, OJI, Hazardous Duty Pay, Tuition Reimbursement, Incentive Pay, etc.) - \$637,334,616.02. This amount is the Funding Budget amount – as of 12/31/25**
- Anticipated or forecasted funding that could and/or will be dedicated to salaries in FY27 - **Answer: It is too early to say. This amount will be prepared as part of the FY27 Budget Process. We are working with the Mayor and other parties to get that information together to share with the Council and the Citizens of Memphis.**

Please let us know if you have any questions.

Best regards,  
Taranique Brown



125 N. Main St-Suite 514

Memphis, TN 38103

Office: (901) 636-6797

Email: [taranique.brown@memphistn.gov](mailto:taranique.brown@memphistn.gov)

Visit: [website](#)

View: [meetings](#)

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**From:** Brown, Taranique <[Taranique.Brown@memphistn.gov](mailto:Taranique.Brown@memphistn.gov)>

**Sent:** Tuesday, February 10, 2026 11:36 AM

**RESOLUTION TO ESTABLISH RULES OF PROCEDURE FOR MEMPHIS CITY  
COUNCIL FISCAL YEAR 2027 BUDGET HEARINGS**

**WHEREAS**, the Memphis City Council recognizes the importance of maintaining order, efficiency, and transparency during the Budget Hearing process; and

**WHEREAS**, the Memphis City Council aims to streamline the budget process to improve the overall effectiveness of decision-making, reduce unnecessary delays, and ensure that public funds are allocated in a manner that best serves the citizens of Memphis; and

**WHEREAS**, the establishment of clear rules of procedure for Budget Hearings will enhance communication, foster mutual respect among all individuals, and create a more organized and productive environment for deliberations; and

**WHEREAS**, the Memphis City Council is committed to creating an orderly process for the review, discussion, and adoption of the City of Memphis' fiscal year budget.

**NOW, THEREFORE BE IT RESOLVED**, that the Memphis City Council does hereby adopt the Rules of Procedure for Budget Hearings and approved Budget Resolution Templates which is attached hereto as Attachment A; the template for the Resolution to amend the Fiscal Year 2027 Operating/Capital Improvement Program Budget to reallocate to the General Fund unassigned balance is attached hereto as Attachment B; the template for the Resolution to amend the Fiscal Year 2027 Operating/Capital Improvement Program Budget is attached hereto as Attachment C.

**BE IT FURTHER RESOLVED**, that these rules and procedures and approved budget resolution templates will be effective immediately upon adoption and will be communicated to all participants in the Budget Hearing process prior to the commencement of hearings.

Sponsor:

Chase Carlisle

Chairwoman:

Jana Swearngen-Washington

# **ATTACHMENT A**

MEMPHIS CITY COUNCIL

RULES OF PROCEDURE FOR FISCAL YEAR 2027 BUDGET HEARINGS

CITY OF MEMPHIS, TENNESSEE

INDEX .....	2
A. ORDER OF BUSINESS .....	3
1. Call to Order	
2. Roll Call	
3. Presentation of Resolutions	
4. Budget Presentation	
5. Question and Answer	
6. Adjournment	
7. Final Hearing	
B. BUDGET HEARING PRESENTATIONS .....	3
8. Budget Hearing Schedule	
9. Submission of Presentation	
10. Budget Preview Sessions	
C. DECORUM IN BUDGET HEARINGS .....	4
11. General Conduct During Budget Hearings	
12. Speaking Limitations	

## RULES OF PROCEDURE FOR MEMPHIS CITY COUNCIL BUDGET HEARING

### A. ORDER OF BUSINESS (1-6)

1. Budget Hearings shall be called to order.
2. Roll Call.
3. Each Council Member shall have a total of 3 minutes to bring any old or new business in the form of a written resolution which shall be submitted electronically to the Budget Analyst before the Council. Resolutions submitted to the Budget Analyst at least 24 hours prior to each Budget Hearing, will be considered new business. No motions, votes, or discussion will take place during this time.
4. Each Chief and Deputy Chief, or Director and Deputy Director shall present their budget before the Council during their designated hearing time.
5. Following the end of each hearing, Council Members shall have the opportunity to ask any question relevant to the presentation.
6. Adjournment.
7. After the conclusion of the final Budget Hearing scheduled for the end of May, all resolutions that have been presented will be subject to a vote by Councilmembers according to the order in which they were received. Each resolution will be numbered according to the date and timestamp on which it was received.

### B. BUDGET HEARING PRESENTATIONS (7-9)

8. The FY27 Budget Hearing schedule shall be released by April 15, 2025.
  - a. In the event a scheduled budget hearing is canceled or rescheduled, notice must be provided to all Council Members and the affected divisions no later than forty-eight (48) hours prior to the originally scheduled hearing time, absent any extenuating circumstances. In cases where forty-eight (48) hour notice cannot be provided, the cancellation must be stated on the record at the conclusion of the Council meeting immediately preceding the scheduled hearing. Following any cancellation, the Chair and City Administration shall make a good faith effort to reschedule the hearing within five (5) business days and provide at least forty-eight (48) hours' notice of the new hearing date. The Chair shall have the discretion to accept and confirm the rescheduled hearing date and/or cancellation notice. The cancellation and its rationale shall be introduced as New Business at the next regularly scheduled budget hearing, where the Chair will determine if and how the matter is discussed. Once a new date is confirmed, the updated hearing schedule shall be promptly distributed to all relevant parties.

9. Each division shall submit their presentation in both digital and physical form one week prior to their scheduled hearing time.
  - a. Should a division not meet this deadline, the Presiding Officer/Budget Chairperson shall reserve the right to hold the division's hearing to a later date.
10. Each Chief and Deputy Chief, or Director and Deputy Director shall be requested to meet with Council Members the Thursday and Friday prior to the week their budget hearing is scheduled.
  - a. If they are not available to meet with Council Members they may send a representative from their division in their place. During this period, divisions will engage in discussions, answer any questions, and provide necessary information to Council Members ahead of the budget hearings. This time is dedicated to ensuring Council Members are thoroughly prepared and have a clear understanding of the budget details, key priorities, and any supporting data.

C. DECORUM IN BUDGET HEARINGS (10-11)

11. Budget Hearings shall be conducted in an orderly manner to ensure the deliberative process of the Council is retained at all times. The Presiding Officer/Budget Chairperson shall be responsible for maintaining decorum throughout the meeting. If a Councilmember feels that the Presiding Officer/Budget Chairperson has failed to address a breach of decorum, the Councilmember may, by motion, appeal to the Presiding Officer/Budget Chairperson to preserve decorum. [NOTE: This section is adapted from Memphis City Council Rules of Procedure]
  - a. Councilmembers. The members of the City Council shall preserve order and decorum, and a member shall not by conversation or other means delay or interrupt the budget hearings or disturb any other member while speaking and obey the orders of the Presiding Officer/Budget Chairperson. Councilmembers addressing Administrative Staff, Council Staff, or other Councilmembers shall do so in an orderly manner and shall not make personal, impertinent, slanderous, or profane remarks to any member of the Council, staff, or general public. Any Councilmember who makes such remarks, or who utters loud, threatening, personal or abusive language, or engages in any other disorderly conduct which disrupts, disturbs, or otherwise impedes the orderly conduct of any hearing shall, at the discretion of the presiding officer, be asked to refrain from such behavior. If the behavior persists, the Presiding Officer/Budget Chairperson, with the approval or majority vote of the body, shall determine how to proceed with the meeting.
  - b. Employees. Employees of the City shall observe the same rules of order and decorum as those which apply to the members of the Council.
12. No member shall speak more than twice on the same subject, without permission from the Presiding Officer/Budget Chairperson; and Council Members who have spoken shall not speak again unless recognized by the Presiding Officer/Chairperson be entitled to the floor (except for the purpose of explanation), to the exclusion of another who has not spoken; and no member shall speak longer than 4 minutes in the first speech and 3 minutes in the second speech on any question, without

permission of the Presiding Officer/Budget Chairperson. Statements made may, at the discretion of the Presiding Officer/Budget Chairperson, be limited to 3 minutes duration. Such statements may be upon any subject of concern to the speaking Member but must be offered under the last budget hearing. [NOTE: Adapted from Rules of Order of the Senate for the One Hundred Twelfth General Assembly State of Tennessee]

# **ATTACHMENT B**

**RESOLUTION TO AMEND THE FISCAL YEAR 2027 OPERATING/CAPITAL  
IMPROVEMENT PROGRAM BUDGET TO REALLOCATE TO THE GENERAL FUND  
UNASSIGNED BALANCE**

**WHEREAS**, the Mayor submitted to the Council of the City of Memphis on April 8, 2025, a proposed Operating Budget and Capital Improvement Program Budget for the Fiscal Year ending June 30, 2027; and

**WHEREAS**, the Budget Committee of the Council has held meetings and thoroughly reviewed the recommended Operating and Capital Improvement Program Budgets and will make approved revisions thereto; and

**WHEREAS**, the Council has identified a need for funds to be allocated to other **projects/programs/initiatives** that serve the City of Memphis and significantly contribute to its growth and development and ensuring the City of Memphis is financially sound; and

**WHEREAS**, it is the intent of the Council that any and all funds allocated to \_\_\_\_\_ **(name of project or program)** \_\_\_\_\_ **(service center/line item)** be reallocated to the General Fund Unassigned Balance.

**NOW, THEREFORE, BE IT RESOLVED** that the Memphis City Council hereby amends the **(Capital Improvement Program)** \_\_\_\_\_ **(Operating Budget)** for Fiscal Year 2027 by reallocating and appropriating \_\_\_\_\_ **(name of project or program)** \_\_\_\_\_ **(service center/line item)** to the General Fund Unassigned Balance effective upon approval of this resolution and to be incorporated into the Fiscal Year 2027 Budget Ordinance.

Sponsor:

# **ATTACHMENT C**

**RESOLUTION TO AMEND THE FISCAL YEAR 2027 OPERATING/CAPITAL  
IMPROVEMENT PROGRAM BUDGET**

**WHEREAS**, the Mayor submitted to the Council of the City of Memphis on April 8, 2025, a proposed Operating Budget and Capital Improvement Program Budget for the Fiscal Year ending June 30, 2027; and

**WHEREAS**, the Budget Committee of the Council has held meetings and thoroughly reviewed the recommended Operating and Capital Improvement Program Budgets and will make approved revisions thereto; and

**WHEREAS**, the Council has identified a need for funds to be allocated to **projects/programs/initiatives** that serve the City of Memphis and significantly contribute to its growth and development; and

**WHEREAS**, the Memphis City Council hereby amends the **(Capital Improvement Program/ Operating Budget)** for Fiscal Year 2027 by making a reduction of \$\_\_\_\_\_ from the \_\_\_\_\_ **(name of project or program)** \_\_\_\_\_ **(service center/line item)** and increasing the \_\_\_\_\_ **(name of project or program)** \_\_\_\_\_ **(service center/line item)** by \$\_\_\_\_\_.

**NOW, THEREFORE, BE IT RESOLVED** that the Memphis City Council hereby amends the **(Capital Improvement Program/Operating Budget)** for Fiscal Year 2027 by reducing \$\_\_\_\_\_ from the **(name of project or program)** \_\_\_\_\_ **(service center/line item)** and increasing the \_\_\_\_\_ **(name of project or program)** \_\_\_\_\_ **(service center/line item)** by \$\_\_\_\_\_ effective upon approval of this resolution and to be incorporated into the Fiscal Year 2027 Budget Ordinance.

Sponsor:

# March 3, 2026

# FISCAL CONSENT ITEMS

---

## DIVISIONS/DEPARTMENTS:

Memphis Parks



# FISCAL CONSENT AGENDA

1. RESOLUTION accepting additional grant funds in the amount of \$8,857.00 from Tennessee Department of Disability and Aging(TDDA) for programming and operation support at Josephine K. Lewis Senior Center. **(Request for Same Night Minutes)**
2. RESOLUTION accepting additional grant funds in the amount of \$8,857.00 from Tennessee Department of Disability and Aging(TDDA) for programming and operation support at Frayser- Raleigh Senior Center. **(Request for Same Night Minutes)**
3. RESOLUTION accepting additional grant funds in the amount of \$8,857.00 from Tennessee Department of Disability and Aging(TDDA) for Sr. programming and operation support at Hickory Hill Community Center. **(Request for Same Night Minutes)**
4. RESOLUTION accepting additional grant funds in the amount of \$8,857.00 from Tennessee Department of Disability and Aging(TDDA) for programming and operation support at McWherter senior center. **(Request for Same Night Minutes)**
5. RESOLUTION accepting additional grant funds in the amount of \$8,857.00 from Tennessee Department of Disability and Aging(TDDA) for programming and operation support at Orange Mound Senior Center. **(Request for Same Night Minutes)**
6. RESOLUTION accepting additional grant funds in the amount of \$5,000.00 from Tennessee Department of Disability and Aging(TDDA) for programming and operation support at Ruth Tate Senior Center. **(Request for Same Night Minutes)**

1. RESOLUTION to accept, allocate, and appropriate additional grant funds in the amount of \$8,857.00 from the Tennessee Department of Disability and Aging. Grant funds will be used to support senior programming, supplies, and operations at Josephine K. Lewis senior center. **District 7**. This Resolution is sponsored by Memphis Parks. **(Request for Same Night Minutes)**

- Division/Department: Memphis Parks
- Division/Department Contact: Ameerah Jones-Ruben
- Name of Grantor: Tennessee Department of Disability and Aging
- Funding Amount: \$8,857.00
- Award Duration: Jan 1, 2026- March 31,2027
- Awarded Type: State Grant
- Plain Language Description: 2025 Senior Center grant for senior programming and operations support provided additional funds to each of our senior centers.
- Impact: Grant funds improve senior center program capacity and offerings.

1. RESOLUTION to accept, allocate, and appropriate additional grant funds in the amount of \$8,857.00 from the Tennessee Department of Disability and Aging. Grant funds will be used to support senior programming, supplies, and operations at Frayser- Raleigh senior center. **District 1.** This Resolution is sponsored by Memphis Parks. **(Request for Same Night Minutes)**

- Division/Department: Memphis Parks
- Division/Department Contact: Ameerah Jones-Ruben
- Name of Grantor: Tennessee Department of Disability and Aging
- Funding Amount: \$8,857.00
- Award Duration: Jan 1, 2026- March 31, 2027
- Awarded Type: State Grant
- Plain Language Description: 2025 Senior Center grant for senior programming and operations support provided additional funds to each of our senior centers.
- Impact: Grant funds improve senior center program capacity and offerings.

1. RESOLUTION to accept, allocate, and appropriate additional grant funds in the amount of \$8,857.00 from the Tennessee Department of Disability and Aging. Grant funds will be used to support senior programming, supplies, and operations at Hickory Hill Community Center. **District 3.** This Resolution is sponsored by Memphis Parks. **(Request for Same Night Minutes)**

- Division/Department: Memphis Parks
- Division/Department Contact: Ameerah Jones-Ruben
- Name of Grantor: Tennessee Department of Disability and Aging
- Funding Amount: \$8,857.00
- Award Duration: Jan 1, 2026- March 31, 2027
- Awarded Type: State Grant
- Plain Language Description: 2025 Senior Center grant for senior programming and operations support provided additional funds to each of our senior centers.
- Impact: Grant funds improve senior center program capacity and offerings.

1. RESOLUTION to accept, allocate, and appropriate additional grant funds in the amount of \$8,857.00 from the Tennessee Department of Disability and Aging. Grant funds will be used to support senior programming, supplies, and operations at McWhorter Senior Center. **District 2.** This Resolution is sponsored by Memphis Parks. **(Request for Same Night Minutes)**

- Division/Department: Memphis Parks
- Division/Department Contact: Ameerah Jones-Ruben
- Name of Grantor: Tennessee Department of Disability and Aging
- Funding Amount: \$8,857.00
- Award Duration: Jan 1, 2026- March 31, 2027
- Awarded Type: State Grant
- Plain Language Description: 2025 Senior Center grant for senior programming and operations support provided additional funds to each of our senior centers.
- Impact: Grant funds improve senior center program capacity and offerings.

1. RESOLUTION to accept, allocate, and appropriate additional grant funds in the amount of \$8,857.00 from the Tennessee Department of Disability and Aging. Grant funds will be used to support senior programming, supplies, and operations at Orange Mound senior center. **District 4.** This Resolution is sponsored by Memphis Parks. **(Request for Same Night Minutes)**

- Division/Department: Memphis Parks
- Division/Department Contact: Ameerah Jones-Ruben
- Name of Grantor: Tennessee Department of Disability and Aging
- Funding Amount: \$8,857.00
- Award Duration: Jan 1, 2026- March 31, 2027
- Awarded Type: State Grant
- Plain Language Description: 2025 Senior Center grant for senior programming and operations support provided additional funds to each of our senior centers.
- Impact: Grant funds improve senior center program capacity and offerings.

1. RESOLUTION to accept, allocate, and appropriate additional grant funds in the amount of \$8,857.00 from the Tennessee Department of Disability and Aging. Grant funds will be used to support senior programming, supplies, and operations at Ruth Tate Senior Center. **District 6.** This Resolution is sponsored by Memphis Parks. **(Request for Same Night Minutes)**

- Division/Department: Memphis Parks
- Division/Department Contact: Ameerah Jones-Ruben
- Name of Grantor: Tennessee Department of Disability and Aging
- Funding Amount: \$5,000.00
- Award Duration: Jan 1, 2026- March 31, 2027
- Awarded Type: State Grant
- Plain Language Description: 2025 Senior Center grant for senior programming and operations support provided additional funds to each of our senior centers.
- Impact: Grant funds improve senior center program capacity and offerings.

# 311 Resident Services Updates

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Presented by: Karen D. Gause, Special Assistant to the Mayor-Neighborhood Concerns

*City of*  
**MEMPHIS**

# What have we accomplished and where are we going?

## 2025

- Hired a new 311 Call Center Manager
- Implemented staggered lunches ensuring the call center is always accessible during business hours
- Conduct weekly agent feedback sessions to promote collaborative problem-solving and coaching
- Review and analyze data to identify percentage of service request types that drive call volume and top 3 Divisions attributing to call volume
- Develop escalation playbooks and scripts for call center staff

## 2026

- Strengthen data quality and operational insight
- Elevate citizen communication and education
- Deepen cross-divisional collaboration
- Advance system modernization
- Strengthen workforce capability and consistency

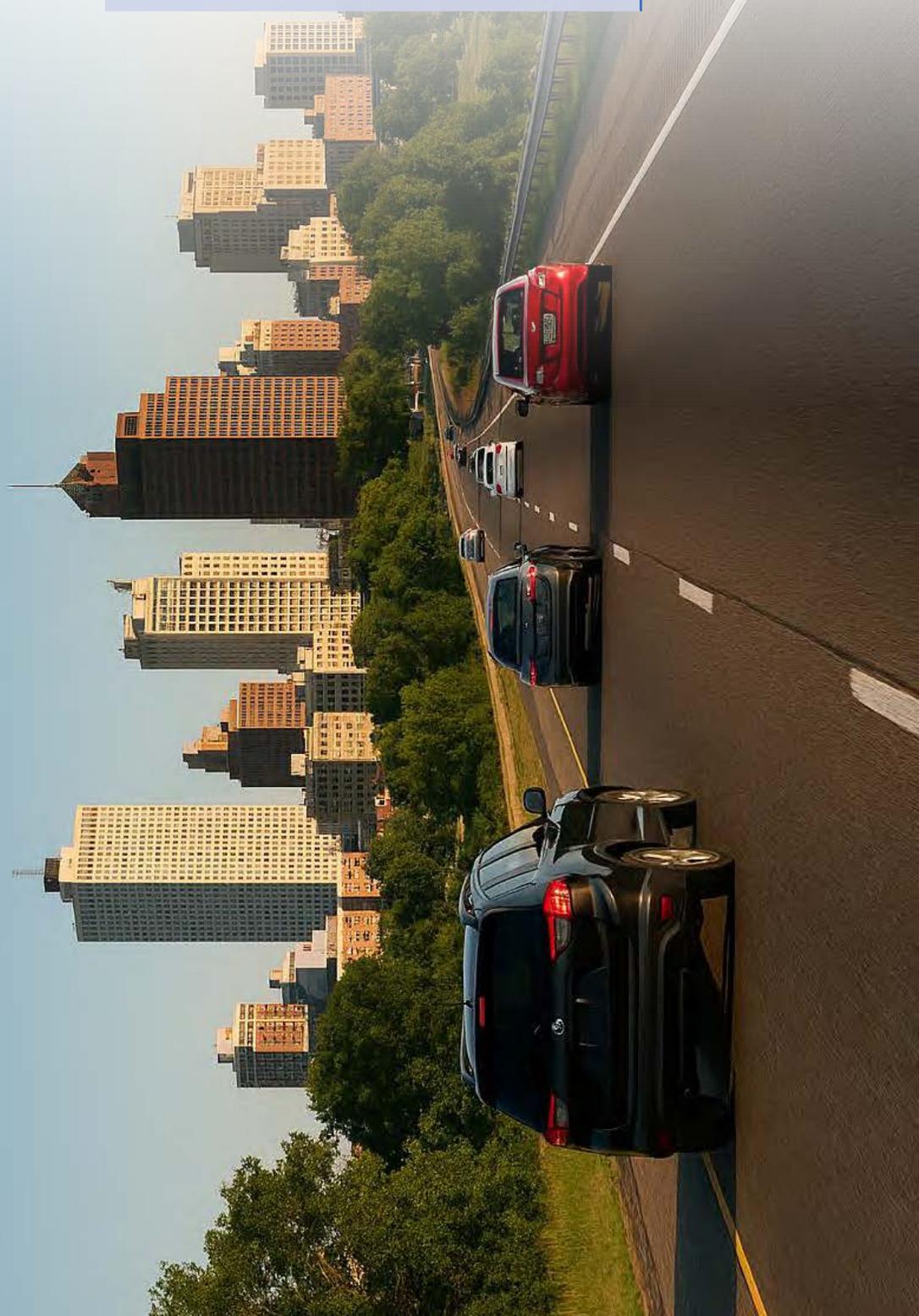
# Two-Lane Strategy

1

Improve the current 311 systems

2

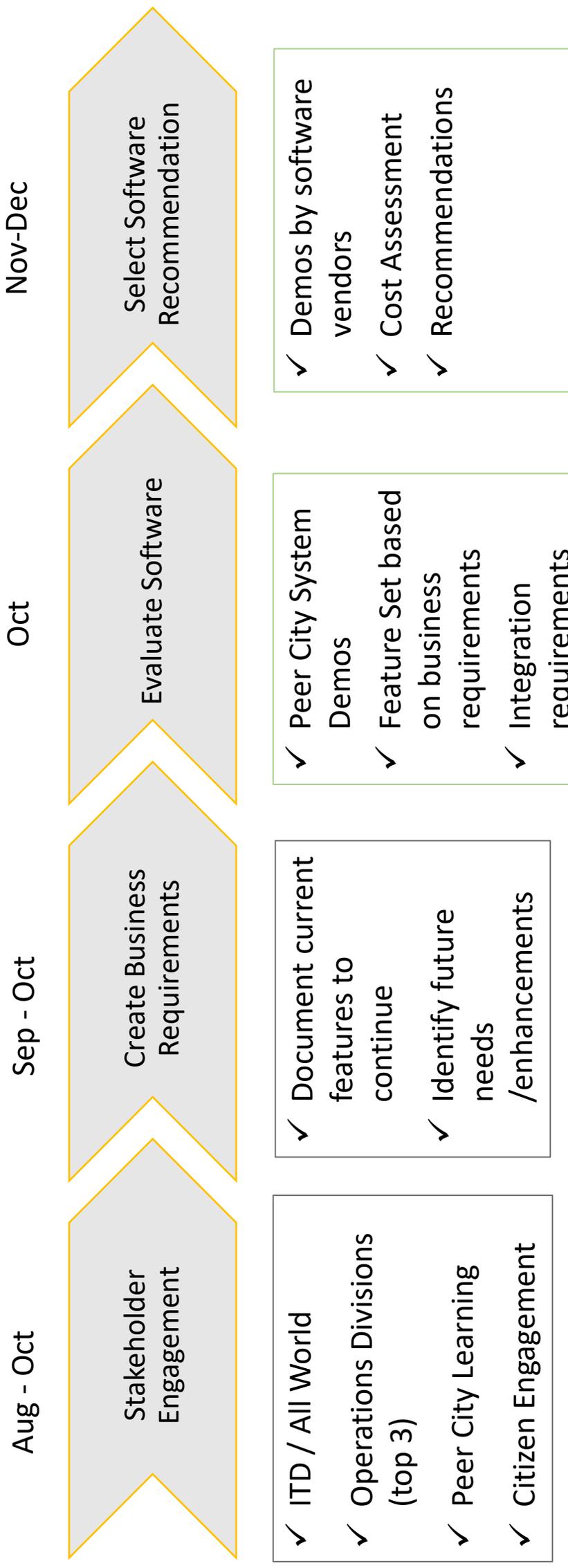
Look for a replacement system



# Current System Improvements

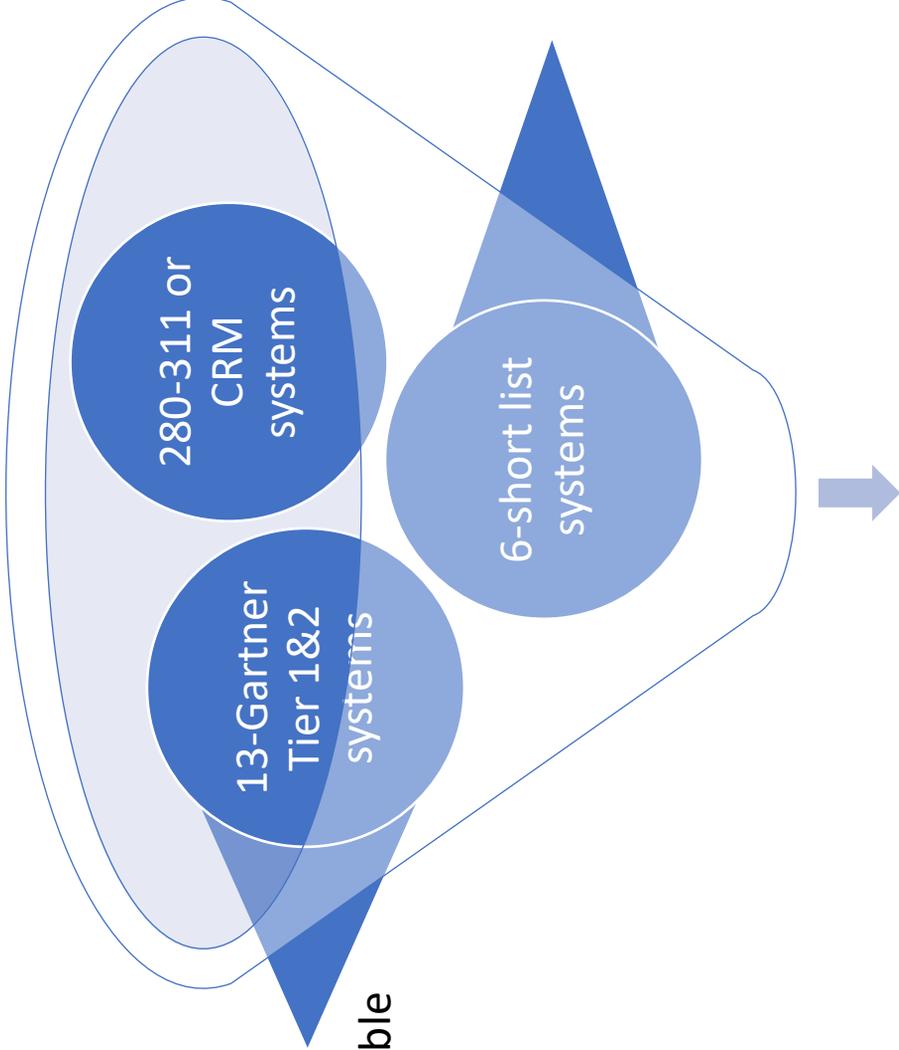
- Upgraded computer server resources to help prevent outages and system crashes
- Enhanced duplication management process
- Documented current workflows and system dependencies
- Added “date” for closed service requests in the 311-Call Center application so agents can see the date the service request was closed by the Division when handling calls from residents
- Replaced “Roadside Litter” with “Bulk Trash” service request type on the resident facing 311 web portal to reduce misreporting of issues and improve routing to the correct Division on the first attempt
- Assessed system for data accuracies and developed plan to implement updates now (where feasible)

# Replacement System Identification Timeline



# Narrowed the list of potential 311 solutions to conduct deep-dive on four software providers

1. ServiceNow
2. Salesforce
3. Microsoft
4. IntelliGov
5. AvePoint
6. Azteca Systems/Trimble
7. Accela
8. CivicPlus
9. Catalis
10. Central Square
11. Granicus
12. GovPilot
13. Tyler Technologies



1. Accela
2. Tyler Technologies
3. Catalis
4. GOGov
5. Granicus
6. GovPilot

- Accela
- Tyler Technologies
- Catalis
- GOGov

4-finalist systems-deep dive evaluation

# Taking a data-driven approach, a scorecard rating business functionality, technical capabilities and affordability was used

Summary Element	Details evaluated
<b>Business Functionality/ User Experience</b>	<ul style="list-style-type: none"><li>• Easy/Simple user interface with mobile, web and call center entry of service reqs</li><li>• Address Verification &amp; Service Eligibility</li><li>• Location input &amp; GIS Mapping</li><li>• Ticket Management &amp; Duplicate Prevention</li><li>• Notification to Citizens (text and email, app notifications)</li><li>• Internal Reporting</li><li>• Public Dashboard</li><li>• WCAG2.2 Compliant</li></ul>
<b>Technical</b>	<ul style="list-style-type: none"><li>• Data Security &amp; Compliance</li><li>• Integration &amp; APIs</li><li>• Architecture &amp; Change Management</li><li>• Operational Fit</li><li>• Vendor Reliability</li></ul>
<b>Price</b>	<ul style="list-style-type: none"><li>• Software/license</li><li>• Implementation / Pro Fees</li><li>• Integration</li><li>• Training</li></ul>

# Vendor Selection

- Scoring model based on four weighted categories ➤ Four-point scale
  - 40% Business functionality / user experience 4 Meets most
  - 30% Technical capability 3 Meets some
  - 20% Affordability 2 Meets few
  - 10% Vendor Support 1 Does not meet

Overall Score	Weight	Vendor 1	Vendor 2	Vendor 3	Vendor 4
Functionality/User Experience	0.4	2.90	3.70	2.85	3.00
Technical Capability	0.3	2.58	3.03	3.18	2.90
Price	0.2	3.50	2.95	2.90	1.75
Training/Support/Relationship	0.1	3.75	4.00	2.50	3.25
<b>Total</b>	<b>1.0</b>	<b>12.73</b>	<b>13.68</b>	<b>11.43</b>	<b>10.90</b>
<b>Weighted Score</b>		<b>3.01</b>	<b>3.38</b>	<b>2.92</b>	<b>2.75</b>
<b>Rank</b>		<b>2</b>	<b>1</b>	<b>3</b>	<b>4</b>

# Next Steps

- Begin procurement and contracting process
- Commence software system implementation and integration planning with vendor, AllWorld, and City of Memphis teams
- Continue to work with Divisions to evaluate service level agreements based on current service request types
- Develop a transition and training plan for call center staff ahead of system implementation
- Conduct a readiness assessment with Divisions to identify any process gaps before rollout
- Work with Communications to plan and execute marketing campaign for new system

# Questions?